

**Testimony of John Katsorhis,
Before the New York City Council Committee on Parks and Recreation and
Committee on Contracts: Oversight Hearing on
Contracting Practices and Vendor Accountability (Parks)
September 29, 2025**

Good afternoon, Chair Won, Chair Krishnan, members of the Committee on Contracts, the Committee on Parks and Recreation, and other Council members. Thank you for taking the time to hold this important hearing today on the topic of Contracting Practices and Vendor Accountability. My name is John Katsorhis, and I serve as the Deputy City Chief Procurement Officer at the Mayor's Office of Contract Services (MOCS). I am joined by MOCS' First Deputy Director, Yexenia Markland, and MOCS' General Counsel, Ray Sanchez, as well as our colleagues from the Department of Parks and Recreation.

As many of you know, MOCS is an oversight agency dedicated to ensuring compliance with the City's procurement rules and leading reform initiatives to improve the City's procurement processes. This responsibility grants MOCS a wide purview over procurement – we implement technology solutions to bring the process into the digital era, lead legislative advocacy efforts to keep the procurement rules in step with modern practices, provide hands-on support for agencies and vendors to eliminate procurement delays, and provide strategic consultation to improve procurement outcomes for City agencies and the millions of New Yorkers they serve.

With nearly \$42 billion in procurement value for Fiscal Year 2025, we are keenly aware that the City's contracting portfolio presents a target for abuse, and we are

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continually seeking ways to safeguard and ensure the responsible use of taxpayer dollars. A core component of this work involves reviewing agency solicitations and contractors for risk, supporting agencies in remedial actions necessary to mitigate those risks, and implementing safeguards to protect against waste, fraud, and abuse.

We leverage all available tools to ensure that City contracts—and the taxpayer money that funds them—are awarded only to responsible vendors. In this regard, MOCS fits within a broad framework of risk prevention and assessment, based on practices and protocols that have been developed over decades. Through collaborative work across oversight and risk management agencies, including the Mayor's Office of Risk Management and Compliance ("MORMC") and the Department of Investigation ("DOI"), we continue to develop frameworks for preventing and detecting abuses of the procurement system.

The Department of Parks and Recreation conducts a high volume of procurements with a broad base of vendors, and incidents requiring significant oversight intervention or risk mitigation measures have been few and far between. In Fiscal Year 2025, the Department procured a combined 1,811 capital and expense contracts with 601 unique vendors. As those figures indicate, the number of contractors with integrity or performance issues are extreme outliers when compared to the total number of vendors that the Department conducts business with overall. This comes as no surprise to MOCS

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and is a testament to the effectiveness of the City's oversight and control mechanisms, including the Department's sound judgment in conducting vendor responsibility determinations.

With regard to citywide contracting practices, the Procurement Policy Board (PPB) Rules guide and govern the actions of all City contracting agencies and vendors seeking to do business with the City. As a foundational principle of City contracting, the Rules mandate that agencies only make purchases from and award contracts to responsible vendors. A responsible vendor is one that affirmatively demonstrates having "the capability in all respects to perform fully the contract requirements and the business integrity to justify the award of public tax dollars."

However, it must be noted and emphasized that it is the policy of the City that vendors are not subject to debarment, except in very limited circumstances proscribed by state law. This is explicitly stated in the PPB Rules following revisions made to the Charter. Any discussion of utilizing debarment would need serious consideration of constitutional and due process rights among other significant concerns regarding equity and ensuring continuation of critical operations and services.

To ensure that this standard is met in all contracting actions, the Rules require all agencies to complete a vendor responsibility determination before awarding them a

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contract. The responsibility determination is a holistic assessment which must be completed on a contract-by-contract basis. The Rules provide a non-exhaustive list of factors that an agency may consider when making a responsibility determination. Factors affecting a vendor's responsibility may include the vendor's financial resources, technical qualifications, experience, capacity to carry out the work demanded by the contract, a satisfactory record of performance, and the vendor's business integrity, among others. A prospective contractor need not be perfect to be deemed responsible. The responsibility determination serves, among other purposes, to apprise the agency of the potential risks inherent in contracting with the vendor and enables the City to proactively implement reasonable risk mitigation plans, including monitoring agreements and corrective action plans, as appropriate.

Part of the business integrity assessment involves a review of the vendor's disclosures in PASSPort. All prospective City contractors are required to have accurate and up to date disclosures in PASSPort prior to being awarded a contract with the City. PASSPort disclosures are comprised of the Vendor Questionnaire and Principal Questionnaires. These disclosures provide pertinent information regarding the vendor's business, as well as their principals, managerial employees, and affiliates. Certain questions in the questionnaire are designed to generate a flag based on the vendor's response. If the information provided by a vendor in response to such a question generates a flag, those disclosures are not finalized until MOCS reviews the disclosures

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for completeness. If the vendor's disclosure responses do not generate a flag, then the disclosures are automatically filed.

In addition to a review of the vendor's PASSPort disclosures, the agency also reviews the vendor's PASSPort profile for any cautions. Cautions amount to flags that detail information which an agency may wish to consider when conducting any sort of vetting, including as part of the agency vendor responsibility determination process. Cautions may be sourced in a variety of ways. First, cautions may be created based on a vendor's self-disclosure in responding to certain flag-generating questions in the Vendor Questionnaire and Principal Questionnaires. In these instances, PASSPort will generate a caution based on the vendor's disclosure which MOCS will review and finalize.

Second, the MOCS Vendor Integrity unit creates cautions based on a weekly review of government websites such as the U.S. Department of Justice and New York Attorney General websites for announcements of investigations, lawsuits, settlements, convictions, and other information pertaining to vendors and/or their principals in PASSPort.

Third, agencies may initiate a caution on a vendor which is reviewed and approved by the MOCS Vendor Integrity Unit. Alternatively, agencies may submit a caution request

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to MOCS, and the MOCS Vendor Integrity Unit will create the caution on the agency's behalf.

As stated in the MOCS Directive for Standardizing Vendor Integrity Information, Agencies are expected to review all relevant cautions prior to completing a responsibility determination. The determination must include an explanation as to why the existence of a caution or adverse information should not act as a barrier to contracting with the vendor.

It is important to note that the emergence of adverse information regarding a City contractor is not a rare phenomenon. Between Fiscal Year 2021 and Fiscal Year 2025, there were a total of 959 unique vendors with cautions placed on their profiles. Of that total, the Department of Parks and Recreation reported cautions on nine individual vendors. Though cautions may signify a need for additional due diligence, they are not inherently cause for a finding of non-responsibility.

In some cases, vendors with more significant performance or integrity issues may be required to enter into DOI Monitoring Agreements or Agency Corrective Action Plans in order to continue doing business with the City. In the period spanning Fiscal Years 2021 through 2025, sixteen vendors were placed on DOI Monitoring Agreements, and seventeen vendors were placed on Agency Corrective Action Plans. When these vendors demonstrate accountability and the willingness and ability to act in accordance with the

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standards that contracting with the City demands, particularly under increased levels of focused oversight, there is reason to allow them access to future contracting opportunities. By working collaboratively to find solutions for these vendors, we maximize the number of vendors eligible to do business with the city and foster a more competitive environment to provide New Yorkers with the highest quality goods and services at the lowest possible prices.

Beyond the measures prescribed by the PPB Rules, MOCS proactively collaborates with oversight agencies to develop innovative measures to safeguard the integrity of the City's procurement and contracting processes. MOCS and MORMC have partnered to establish the Vendor Compliance Cabinet ("VCC") as a forum to support agencies by alerting them to shared concerns involving individual vendors and providing strategies to mitigate vendor-related risks. The VCC meets at least quarterly, providing agencies with a venue to recommend measures to address potential gaps or inconsistencies in contracts, fiscal manuals, and other key documents, and to provide feedback as responsive policies are developed and deployed. We will continue to work with our agency partners to develop additional policies and procedures to protect the integrity of City procurements as necessary and appropriate.

Thank you for calling this hearing to bring attention to this important topic, and for giving us the opportunity to speak on some of the most meaningful work we do every day.

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I am happy to keep the Council informed on these continued efforts, and now I would like to pass it over to my colleagues at NYC Parks for their testimony.



September 29, 2025

**New York City Council Committee on Parks & New York City Council Committee on Contracts
Oversight: “The Parks Department Contracting Practices and Vendor Accountability”**

Testimony by: Matt Drury, Chief of Citywide Legislative Affairs, NYC Parks

Good afternoon, Chair Krishnan, Chair Won, members of the Parks Committee and Contracts Committee and other Council Members. My name is Matt Drury, and I serve as the Chief of Citywide Legislative Affairs for NYC Parks. Joining me are Jennifer Greenfeld, our Deputy Commissioner for Environment and Planning, Christopher Adkins, Agency Chief Contracting Officer, and Parmod Tripathi, Chief of Management Services/Agency Chief Contracting Officer. We are also very pleased to have been joined by our colleagues at the Mayor’s Office of Contract Services.

Like all contracting city agencies, NYC Parks takes its responsibility as a steward of public funds very seriously. We expect that any vendors paid by the agency will adhere to any relevant laws and rules and deliver the agreed-upon goods and services as dictated by the contract. We conduct all of our contracting practices in accordance with Citywide rules and policies and we work in close consultation with partners including New York City Law Department and Mayor’s Office of Contract Services to ensure that contracts are solicited and executed appropriately.

To that end, we would like to provide a brief overview of NYC Parks’ efforts to procure both capital contracts and operational expense contracts.

In Fiscal Year 2025, our Parks Capital division awarded 355 prime contracts, totaling over \$701 million dollars, to approximately 100 distinct vendors for park capital projects. Through this effort, 165 prime contractors and 929 subcontractors were determined by Parks Capital to be responsible vendors, who were thoroughly vetted before being determined to exhibit the business integrity and fitness to justify the awarding of city funds. These contracts are executed so that we can advance park and playground renovations and tree planting, as well as upgrades and improvements to our pools, boardwalks, athletic fields, wild natural areas, and other public spaces.

Many of our capital contracts are awarded via the City’s Competitive Sealed Bid process, which generally consists of three phases, requiring involvement from numerous entities outside of the agency. The “Pre-Solicitation” phase includes reviews by the contracting agency and New York City Law Department, resulting in the creation of the “contract book,” which contains all relevant information for potential bidders. The “Solicitation” phase includes public notice about the bid opportunity, and the sourcing of bids from vendors for the required goods & services. The “Review & Award” phase includes vetting of vendors for responsibility and other detailed reviews, leading to the eventual awarding of the contract, generally made in response to the lowest bid from a responsive and responsible bidder. After the award is made, additional budgeting approvals are issued from OMB and the Comptroller, the contract is formally registered, and a Notice To Proceed can be issued, allowing the vendor to begin work.

Turning to expense-funded contracts, in Fiscal Year 2025, our Purchasing & Accounting team processed over 1,500 purchase orders and contracts, as well as 1,300 “punch-out” purchase orders made via DCAS Catalog Goods contracts for common goods and services utilized by all City agencies, collectively totaling in payments of approximately \$135 million dollars. This universe includes approximately 100 service contracts for various vital services, including but not limited to automotive repair and maintenance, elevator repair and inspections, HVAC maintenance and repair, floodlight maintenance and repair, flagpole painting and repair, fire alarm maintenance and repair, and information technology services, as well as tree pruning, stump and tree removal and the treatment of tree disease. The work to process these procurements include preparing and bidding



solicitations, conducting price negotiations, performing vendor background checks and responsibility determinations, comptroller registration and contract administration and amendments, as well as invoice review, approvals, and payment processing.

Broadly speaking, City agencies' procurement efforts are governed by numerous sources of law, New York State General Municipal Law, the New York City Charter, the New York City Administrative Code, Local Laws passed by the City Council and Rules of the Procurement Policy Board, which was created by Chapter 13 of the New York City Charter and tasked with promulgating rules related to procurement followed by all mayoral agencies, including NYC Parks.

Agencies, including Parks, conduct thorough background checks on every vendor by reviewing multiple sources of information along with other research tools, such as databases maintained by federal and state partners and other city agencies.

When a vendor vetting search turns up adverse information, the agency will first reach out to the vendor to address or clarify the concerns, before a final responsibility determination is made. Typically, this is handled at the agency level through the provision of appropriate documentation from the vendor, for example, by providing proof of payment of an outstanding Environmental Control Board (ECB) violation penalty. In the rare instances that the adverse information is more serious in nature, agencies will consult with their agency General Counsel, MOCS, Law Department, and the Department of Investigation as needed to determine whether further corrective action may be appropriate to address the adverse findings. Though rarely utilized, in consultation with Corporation Counsel, DOI, MOCS and other entities, the City procurement process does include mechanisms to allow for the continuation of agency contracts with a vendor that has exhibited integrity concerns, if it is determined to be in the best interest of the City to do so. These mechanisms can include monitorship agreements and additional compliance requirements for the vendor.

In closing, though the City's procurement process is quite complex, NYC Parks remains committed to ensuring that contract awards be made fairly, transparently, and as quickly as possible to maintain essential services to New Yorkers.

Thank you for allowing us to testify before you today and for all of your continued advocacy for our city parks. We and our colleagues at MOCS will now be happy to answer any questions that you may have.



**NEW YORK CITY COUNCIL
JOINT HEARING BY THE COMMITTEE ON PARKS AND RECREATION AND
COMMITTEE ON CONTRACTS**

**WRITTEN TESTIMONY OF JOCELYN E. STRAUBER
COMMISSIONER, NEW YORK CITY DEPARTMENT OF INVESTIGATION**

**CONCERNING OVERSIGHT OF THE PARKS DEPARTMENT CONTRACTING
PRACTICES AND VENDOR ACCOUNTABILITY**

MONDAY, SEPTEMBER 29, 2025

Thank you to Chair Krishnan, Chair Won, and members of the Committee on Parks and Recreation and the Committee on Contracts for the opportunity to submit testimony about the Department of Investigation's (DOI) Integrity Monitorship Program.

DOI's Integrity Monitorship Program

Vendor integrity is a critical part of DOI's mission to root out corruption, protect public funds, and ensure the existence of strong internal controls and best practices with respect to City contracting. As part of that effort, DOI has managed an Integrity Monitorship Program since 1996 that permits the City to enter into or continue contracts with City vendors that might otherwise be precluded from doing business with the City due to integrity issues, under close supervision by an outside monitor and DOI, and also to monitor large-scale, high-value projects ideally to prevent, or at least to promptly identify fraud, waste, or other misconduct. Through the program, DOI contracts with and supervises outside integrity monitors, which are individuals or entities with legal, auditing, investigative, and other skills, that help the City keep close watch over the activities of specified City vendors.

DOI manages two types of monitorships. Programmatic monitorships are for certain large-scale City projects, oftentimes complex capital-intensive projects. For those projects, the City pays to hire an integrity monitor, selected and supervised by DOI, to guard against corruption, fraud, waste, and abuse by the vendors or by others involved in the project, generally for the duration of the project. Recent examples of programmatic monitorships include the monitors that DOI engaged to monitor the Borough-Based Jails capital project, the Asylum Seeker Initiative, and the rehabilitation of New York City Housing Authority properties after Superstorm Sandy.

The second type of integrity monitorship, most relevant to today's hearing, is the rehabilitative monitorship. Rehabilitative monitorships permit the City to enter into or continue contracts with vendors that have integrity issues and might otherwise not be deemed sufficiently responsible vendors to do business with the City. With a rehabilitative monitorship, these vendors may be awarded City contracts if they agree to pay for and be monitored by an outside, independent integrity monitor that is selected by and reports to DOI, and to take other steps to ensure they have the requisite business integrity, as directed by DOI and the monitor. These steps may include separating principals who engaged in misconduct from the business, implementation of anti-corruption policies and procedures, or employee training. Through these monitorships, the integrity monitors can help the vendors reform their business practices so they can be considered for City contracts in the future or continue with a contract in progress. By agreement, rehabilitative monitorships typically last three years, with the option to extend the monitorship for an additional period. DOI regularly seeks extensions of integrity monitorship agreements to provide coverage for longer contracts and/or to ensure that a City vendor complies fully with the monitorship's requirements and can demonstrate a sustained track record of integrity.

An agency typically requests that DOI oversee a rehabilitative monitorship for a vendor if the agency determines that a vendor with integrity issues is crucial to the agency's project(s) – for example because the vendor provides critical or specialized services that cannot easily be found elsewhere or because replacing a vendor on an existing contract would be too time-consuming or costly. DOI evaluates each request based on the specific need as well as the vendors' conduct but generally defers to the agency as to the need for a particular vendor and, where a vendor with integrity issues is critical to the agency, seeks to oversee an appropriately stringent monitorship where feasible.

For both programmatic and rehabilitative monitorships, DOI's work with the integrity monitors is staff intensive. It includes maintaining regular communication with the integrity monitors, receiving and evaluating both written and verbal reports, holding meetings with the integrity monitors and vendors to address issues in real-time, and conducting site visits when necessary. Overseeing these monitorships also involves extensive coordination and communication with the stakeholder agencies to ensure that they have real-time updates and insights into the projects and contractors.

Current Rehabilitative Monitorship with the Department of Parks and Recreation

DOI is currently overseeing two rehabilitative monitorships for vendors who are contracting with the Department of Parks and Recreation (DPR) – one is for Griffin's Landscaping Corp. (Griffin's) and one is for Dragonetti Brothers Landscaping, Nursery, & Florist, Inc. (Dragonetti).

Griffin's Integrity Monitorship

Griffin's is a landscaping company that has several existing contracts with DPR for a variety of construction, removal, landscaping, and masonry services. Glenn Griffin, the founder, owner, and former president of Griffin's, was indicted in July 2022 on federal charges in connection with a bribery and illegal dumping scheme and a bid-rigging scheme, raising significant concerns about the integrity of his company. Glenn Griffin pled guilty and in June 2025 was sentenced to 24 months in prison. DPR represented to DOI that it needed to continue contracting with Griffin's in order to avoid delays in service and higher costs, and because of a lack of other qualified vendors with Griffin's capacity and experience. In order to ensure that Griffin's would be closely supervised in light of its prior integrity issues, DOI entered into an integrity monitorship agreement with Griffin's on April 20, 2023, that is currently scheduled to end on April 20, 2026.

Pursuant to the integrity monitorship agreement with DOI, Griffin's agreed to retain an integrity monitor to oversee its work in connection to City contracts, remove Glenn Griffin as an employee of the company and to appoint a managing director to operate the company in his stead, transfer all of Glenn Griffin's company shares to a trustee, and remove Glenn Griffin as an authorized agent of the company on a certain bank loan.

DOI selected Kroll to be the integrity monitor for Griffin's and Griffin's and Kroll executed an engagement letter dated July 7, 2023. Based on DOI's extensive communication and collaboration with Kroll and Griffin's throughout the monitorship, it is DOI's opinion that Griffin's has complied with the terms of the monitorship to date.

Dragonetti Integrity Monitorship

Dragonetti is a landscaping and concrete sidewalk company that has several existing contracts with DPR for landscaping, tree planting and pruning, pedestrian crosswalk ram construction, and sidewalk reconstruction services. Dragonetti, and two of its principals, Nicholas Dragonetti and Vito Dragonetti,¹ were indicted for various felony charges including insurance fraud, filing of false instruments, and New York State Workers' Compensation Law violations, raising significant concerns about the integrity of the company and its principals. DOI worked with the Manhattan District Attorney's Office on this criminal investigation. In response to the indictment, Dragonetti hired a workers' compensation expert to ensure compliance with all workers' compensation laws and rules. Dragonetti, Nicholas Dragonetti, and Vito Dragonetti pled guilty in October 2022 and agreed to pay restitution, a three-year debarment from contracts with the Department of Design and Construction (DDC), and a three-year conditional discharge.

DPR represented to DOI that it would be in the best interest of the City to continue its contracts with Dragonetti despite its integrity issues so as not to disrupt citywide tree pruning, which is necessary to maintain the safety of the urban canopy. In order to ensure that Dragonetti would be closely supervised in light of its prior integrity issues, DOI entered into an integrity monitorship agreement with Dragonetti on February 24, 2022, that lasted for three years. On February 20, 2025, DOI and Dragonetti extended the monitorship agreement for a period of two additional years through February 27, 2027.

Pursuant to the integrity monitorship agreement with DOI, Dragonetti agreed to retain an integrity monitor to oversee its work in connection with City contracts; that Nicholas and Vito Dragonetti would not be employees or board members of the company, have access to banking and financial accounts, or participate or influence the company's business activities; to appoint a managing director to operate the company; to create a trust to receive profits from the City contracts, the trustee of which would control

¹ Vito Dragonetti's indictment was related to his work with another company, D.B. Demolition, Inc., which is not the subject of an integrity monitorship agreement with DOI.

Nicholas and Vito Dragonetti's voting shares; and that neither Nicholas nor Vito Dragonetti would receive payments from any City contract during the course of the monitorship. Dragonetti further agreed to create a Code of Business Ethics and to distribute it to key people and employees.

DOI selected Ruzow & Associates to be the integrity monitor for Dragonetti and Dragonetti and Ruzow & Associates executed an engagement letter dated April 21, 2022. During the course of the monitorship, DOI had concerns regarding Dragonetti's full compliance with the terms of the monitorship, specifically the extrication of Nicholas and Vito Dragonetti from the company during two years of the initial three-year monitorship and kept DPR informed of the developments within the monitorship. As a result of these concerns, pursuant to the terms of the initial February 2022 integrity monitorship agreement, in February 2025 DOI extended Dragonetti's monitorship for two years through February 2027, even though DOI acknowledged at the time of the extension, and Ruzow & Associates agrees, that Dragonetti had become substantially in compliance with the agreement.

Conclusion

DOI is proud to provide the services of its Integrity Monitorship Program to the City and individual agencies. Through the work of the program, DOI strives to provide agencies with the opportunity to work with vendors that are critical to their work and to their ability to serve the public, while simultaneously providing the public with confidence that the vendors with which the City contracts are operating with integrity, particularly those with historical issues, and that the City's tax dollars are being safeguarded. DOI is happy to answer any questions that the Committees or any Council Members may have about the Integrity Monitorship Program. Please reach out to DOI's Director of Intergovernmental Affairs and Special Counsel Rebecca Chasan at rchasan@doi.nyc.gov for further information.



THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
BRAD LANDER

TESTIMONY OF NEW YORK CITY OFFICE OF THE COMPTROLLER
Committee on Parks and Recreation
Oversight Hearing - Parks Department Contracting Practices and Vendor Accountability
September 29, 2025

We submit these comments on behalf of the Bureau of Labor Law and Workers' Rights in the Office of the New York City Comptroller Brad Lander. The Bureau oversees the enforcement of prevailing and living wage laws, works to expand workers' rights through legislative, policy, procurement, and educates New Yorkers about labor rights.

We thank the City Council for holding this hearing examining the contracting practices of the Parks Department. As you are aware, the Comptroller is mandated under State and local law to set and enforce prevailing wage and benefit rates for construction, building service, and other workers on New York City publicly funded projects, and the office investigates and litigates cases against contractors who violate prevailing wage laws.

The Parks Department undertakes many valuable projects that allow New Yorkers to experience nature and recreation, which improve the quality of our urban life. Unfortunately, far too many prevailing wage complaints that reach our office are from workers who were employed by contractors of the Parks Department. Complaints against Parks Department contractors also tend to raise serious allegations, such as workers being left off the books or having to pay kickbacks – that is, part of their wages—to their employer.

During Comptroller Lander's tenure, our office has settled prevailing wage cases with four Parks Department contractors. Three of these four contractors were found to have willfully committed prevailing wage violations, indicating that they were either repeat offenders or knowingly violated the law. One of these three contractors who willfully committed prevailing wage violations was ultimately debarred, which means they cannot bid on city projects for five years. Aside from those four settlements, another Parks Department contractor case is currently being litigated at the NYC Office of Administrative Trials and Hearings, and two more are being prepared for litigation. Those cases involve allegations of kickbacks and the falsification of records, and the Comptroller is seeking debarment.

Comptroller Prevailing Wage Settlements with Parks Department Contractors Since 2022

Contractor	Year	Result	Amount Recovered
Blink Contractors LLC	2022	Non Willful Violation	\$ 19,636.33
New York Construction & Renovation, Inc.	2023	Willful Violation	\$ 27,640.20
Champion Electrical Mechanical Builder Corp.	2025	Debarred Contractor	\$ 295,901.08
NN Construction, Inc	2025	Willful Violation	\$ 74,242.22

In the Comptroller's *Employer Violations Dashboard*, which tracks workplace violations in New York City across local, state and federal agencies, multiple Parks Department vendors are identified as having committed other types of violations that are not related to prevailing wage. One such vendor is Dragonetti Brothers Landscaping Nursery & Florist Inc. ("Dragonetti"), which appears in the data of the *Employer*

Violations Dashboard for two separate violations, wage theft and workplace safety.

In 2023, the United States Department of Labor found that Dragonetti failed to pay \$16,785.90 owed to a worker who was employed on an H-1B visa. On workplace safety, the Occupational Safety and Health Administration (OSHA) issued a violation to Dragonetti in 2024 for an incident at a worksite in Bay Ridge, Brooklyn. OSHA's inspection found that Dragonetti violated logging safety standards by not providing or ensuring that each employee who operated a chainsaw wore leg protection constructed with cut-resistant material.

There are steps that city agencies can take to ensure that the vendors it contracts with operate with integrity and follow federal, state and local laws. First, our office encourages agency staff to thoroughly vet its contractors, using our Employer Violations Dashboard and other sources, to ensure that they do not have a history of labor or criminal violations, even if those violations occurred outside of New York City or did not result in a debarment. Currently, only two kinds of violations – prevailing wage and workers' compensation fraud – can result in a debarment from public projects. This means that a contractor can break other laws, or have a history of breaking the law, and may still be eligible to receive a contract from the city. This issue is something we hope this committee can address in today's hearing on contracting and vendor accountability and in future legislative and oversight efforts.

For public construction projects, the Parks Department should hold its vendors accountable by ensuring that Parks representatives are present at the sites every day that work is taking place. Those representatives should be speaking not just to the employer or foreman, but to workers, so that the representatives can understand what is actually happening on the worksite and identify possible fraud. We have had workers inform our office that they were told by their employers to lie to Parks Department representatives and to tell them that everything was fine. Interviewing workers without their employers present, and building relationships with them, may help the Parks Department uncover violations that these contractors are trying to hide, such as workers who are performing work off the books.

Finally, the Parks Department should cooperate more fully with the Comptroller's investigations. We understand every agency has capacity and staffing challenges, but what we hear from our Labor Law investigators and attorneys is that the Parks Department takes months – sometimes even up to a year – to respond to records request from the Bureau, despite repeated follow-up. In some cases, our staff never receives a response at all. Agency records are critical in a prevailing wage investigation, because one of the surest ways to identify fraud is when a contractor submits records to an agency, billing the City for work allegedly performed, and then submits a completely different set of records to the Comptroller in its prevailing wage investigation – often showing fewer workers or fewer hours than what it billed the agency.

We hope that the Parks Department will implement measures to ensure vendor accountability, to identify fraud, and to cooperate with ongoing oversight investigations, so that we can continue to enjoy the fruits of their work which does so much to enhance our city.

Respectfully submitted,

Claudia Henriquez

Director of Workers' Rights

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NEW YORK CITY CENTRAL LABOR COUNCIL, AFL-CIO

President
BRENDAN GRIFFITH
Secretary-Treasurer
JANELLA T. HINDS

Testimony of the NYC Central Labor Council, AFL-CIO Joint Oversight Hearing of the City Council Parks Committee and Contracts Committee September 29, 2025

Good afternoon Chair Krishnan, members of the Committees, and members of the City Council. On behalf of the New York City Central Labor Council, AFL-CIO, which represents over 300 unions and 1.3 million working people across the five boroughs, thank you for the opportunity to submit testimony on this critical matter.

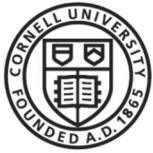
The facts are troubling and undeniable: New York City continues to award millions of dollars in contracts to contractors with long records of corruption, wage theft, and environmental crimes. Griffin's Landscaping and Dragonetti Brothers now control more than half of all active street tree planting contracts. Both companies have histories of misconduct that should disqualify them from city business.

Griffin's Landscaping, in particular, has been at the center of federal bribery and fraud charges, resulting in the conviction and prison sentence of its owner, alongside a \$2.4 million environmental crime scheme. At the same time, the company has been accused of wage theft and violations of labor standards. Dragonetti Brothers has similarly been associated with serious misconduct. Yet despite these violations, both continue to profit from taxpayer dollars while responsible, law-abiding contractors are overlooked.

Public contracting is about more than simply planting trees or maintaining public spaces; it is about safeguarding integrity, fairness, and accountability in how public money is spent. When companies that cheat workers, exploit communities, and break the law are rewarded with city contracts, the message is that misconduct carries no consequences. This undermines public confidence, harms working people, and damages the credibility of our institutions.

The Central Labor Council strongly urges the Parks Department to end all active and pending contracts with Griffin's Landscaping and Dragonetti Brothers. Moreover, we call on the City Council to strengthen oversight and establish clear accountability measures that ensure contractors with criminal convictions, labor violations, or environmental crimes are barred from receiving public funds.

The New York City Labor Movement stands in full solidarity with the labor unions and with the working people who have spoken out against these abuses. The city must send a clear message: if you exploit workers, pollute communities, or engage in corruption, you will not be rewarded with public dollars. Public dollars come with the reciprocity of public responsibility.



Russell Weaver, PhD

Research Director, Cornell University ILR School Buffalo Co-Lab

New York City Council Committee on Parks and Recreation and Committee on Contracts

September 29, 2025

Good afternoon, and thank you for the opportunity to participate in today's hearing. My name is Russell Weaver, and I am the Research Director at the Buffalo office of the Cornell University School of Industrial and Labor Relations, or ILR School. Together with my colleague, Dr. Anne Marie Brady of the Cornell ILR School's Worker Institute, and in partnership with the Local 1010 Laborers-Employers Cooperation and Education Trust, I've been engaged in a months-long empirical investigation of recent tree-planting contracts issued by the New York City Department of Parks and Recreation ("DPR").

Please allow me to begin by saying how much I appreciate the City's, and DPR's, commitment to providing the public with rich, high-quality, and well-documented data on municipal activities through the NYC Open Data Program. I'd also like to express appreciation for the City's, and DPR's, evident commitment to tree-planting and tree-care. Your team sets a high standard that cities across New York and the nation would do well to emulate.

On that note, I'll briefly describe the work that Dr. Brady and I have been doing, and I'll summarize some of our key findings that might be relevant to this body and today's hearing. Our full report will be available for public distribution later this Fall, and we can ensure that a member of this panel will forward the final document when it is available.

In short, our report evaluates measurable outcomes from recent tree-planting contracts, specifically those that have been issued between Fiscal Years 2021 and 2024. In total, 43 DPR tree-planting contracts were identified and included in the analyses. Of those contracts, 36 were associated with competitive bidding and bid history data available through the NYC PassPortCentral website. Twelve of those 36 contracts (33.3%) were awarded to Local 1010 firms, and the remaining 24 contracts (66.7%) were awarded to non-Local 1010 firms. Drawing on street tree planting data from NYC DPR, we identified 27,769 individual trees that have been planted or scheduled for planting in recent years. More than 70% of those trees ($n=19,477$) were associated with contracts (and Work Orders) executed between 2021 and 2024. In total, 8,156 of these trees were marked as "Completed" and having been planted in the DPR street tree planting dataset. The bid- and contract-level analyses I am about to share are based on the 36 contracts for which complete bid histories are available, and the 8,156 trees planted under those contracts.

First, we observed ample competition for recent contracts. While we only studied outcome metrics for the 36 projects for which we were able to obtain complete data, the 43 projects we initially identified as occurring between FY21 and FY24 were associated with 183 unique bid proposals, or about 4.25 bids per project.

Second, although proposals from Local 1010 firms were linked to slightly higher bid prices – namely, the median Local 1010 bid was about 8% higher than the median non-Local 1010 bid – there was no significant

difference between contract awards. Thus, contrary to many popular claims that union labor tends to be more expensive than non-union competitors, we did not observe significant differences between Local 1010 and non-Local 1010 median award costs.

Next, for the sample of 8,156 completed tree plantings that could be directly linked to one of the DPR contracts under investigation we found that the median Estimated Time to Planting – or number of days between a contract execution and a given tree-planting – was fourteen days, or two weeks, faster under Local 1010 contracts compared to non-Local 1010 contracts. That difference was highly statistically significant.

Fourth, of the 8,156 planted trees that can be linked to recent (2021-2024) DPR contract solicitations, 5,067 were associated with non-missing values in the field that describes the “condition of [a given] tree based on biological health and physical structure”. For the 3,860 such trees that were planted under contracts won by Local 1010 firms, 75.9% are presently rated “Excellent” (i.e., the highest rating available) in the DPR dataset. Only 61.4% of the 1,207 trees planted under contracts won by non-Local 1010 bidders have “Excellent” ratings. Similarly, the percentage of non-Local 1010 tree-plantings coded as “Dead” (16.5%) is 1.25-times greater than it is for Local 1010 plantings (13.2%).

Consistent with longstanding empirical evidence that union construction labor might exhibit quality and safety advantages over non-union labor, these findings suggest that greater use of well-trained union tree-planters can generate long-term benefits with respect to tree preservation and survival in NYC.

Fifth, we examined the density of sidewalk safety complaints made to DPR via NYC’s 311 system in the year 2025. We then overlaid the locations of the 8,156 tree points associated with trees that have already been planted under a recent (2021-2024) DPR Forestry contract onto the density of these 311 complaints. The median density of new (2025) sidewalk complaints made around the 4,913 trees shown in orange (Local 1010 planted) is 134.8 per square mile, compared to a median complaint density of 148.0 per square mile in the locations depicted in white (non-Local 1010 planted trees). This difference is highly statistically significant, meaning that it cannot be the product of chance alone. The implication of these findings is that spaces in which Local 1010 labor performed recent tree-planting work are associated with fewer – and a lower density of – sidewalk-related 311 complaints than the spaces where non-Local 1010 labor performed planting services. Importantly, defective DPR sidewalks cost taxpayers roughly \$20 million in insurance settlements between fiscal years 2017 and 2023, according to open data on insurance claims filed against the City.

Based on these findings, as well as their compatibility with longstanding empirical literature on union advantages in construction labor, my co-investigator and I argue that efforts to apply prevailing union standards – e.g., for work quality, for wages, for benefits, worker training, and so on – to DPR tree-planting contracts has the potential to save trees, time, and money in New York City.

###

SAVING TREES, TIME, AND MONEY FOR NEW YORK CITY RESIDENTS



ILR School

ANALYSIS OF NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION FORESTRY CONTRACTS FROM 2021-2024 SHOWS EVIDENCE OF MULTIPLE "UNION ADVANTAGES" ON TREE-PLANTING JOBS

This fact sheet previews selected findings from a forthcoming (Fall 2025) report authored by researchers at the Cornell University School of Industrial and Labor Relations ("ILR School") Buffalo Co-Lab and Worker Institute,ⁱ with support from the Local 1010 Laborers-Employers Cooperation and Education Trust ("1010 LECET"). The findings herein are taken from the report section that evaluates measurable outcomes from recent (2021-2024) tree-planting contracts executed by the New York City ("NYC") Department of Parks and Recreation ("DPR"). In total, 43 DPR tree-planting contracts were identified and included in the analyses. Of those contracts, 36 were associated with competitive bidding and bid history data available through the NYC *PassPortCentral* website.ⁱⁱ Twelve of those 36 contracts (33.3%) were awarded to Local 1010 firms, and the remaining 24 contracts (66.7%) were awarded to non-Local 1010 firms. Drawing on street tree planting data from NYC DPR,ⁱⁱⁱ the authors identified 27,769 individual trees that have been planted or scheduled for planting in recent years. More than 70% of those trees (n=19,477) were associated with contracts executed between 2021 and 2024. In total, 8,156 of these trees were marked as "Completed" and having been planted in the DPR street tree planting dataset. The bid- and contract-level analyses below are based on the 36 contracts for which complete bid histories are available, and the 8,156 trees planted under those contracts. All analyses are based on open-source, freely available data. Detailed data and methodological specifications are provided in the forthcoming report.

THERE IS NO SIGNIFICANT PRICE DIFFERENCE BETWEEN LOCAL 1010 AND NON-LOCAL 1010 TREE-PLANTING CONTRACT AWARDS

Using the NYC PassPortCentral website, the research team identified 183 unique proposals submitted in response to DPR tree-planting projects that were subject to competitive solicitation between 2021 and 2024. Of these proposals, 90 were submitted by non-Local 1010 firms, 75 by Local 1010 firms, and 18 by firms whose status was not identifiable and therefore omitted from analyses. The median Local 1010 bid for tree-planting contracts between 2021 and 2024 was \$3,519,890 (2024\$), roughly 8% greater than the median non-Local 1010 bid of \$3,248,400 (2024\$).^{iv}

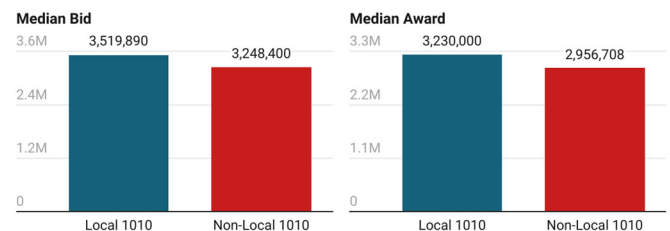
The median contract *award* for Local 1010 firms was \$3,230,000 (2024\$), about 9% higher than the median award of \$2,956,708 (2024\$) for non-Local 1010 firms. However, statistical testing revealed no significant difference in these [median] award amounts.^v

- Thus, in the aggregate, the cost of contracting with a Local 1010 or non-Local 1010 firm for DPR tree-planting projects might be roughly equal.
- As shown below, though, tree-planting labor performed by Local 1010 firms appears to have several quality and efficiency advantages that arguably create long-term benefits for NYC which outweigh the minor, non-statistically significant difference in contract award costs.

Comparison of Median Bid Prices and Median Contract Awards by Local 1010 Status, FY2021 - FY2024

Value are shown in 2024\$

Local 1010 Non-Local 1010



Median Bid Universe: n=165 bids on competitive solicitations from FY2021 through FY 2024
Median Difference Universe: n=36 winning bids with complete data

Source: Authors' Analyses of NYC Open Data • Created with Datawrapper

QUICK FACTS

- > Local 1010 tree-plantings occur roughly two weeks sooner
- > Local 1010-planted trees are more likely to be rated in "Excellent" condition and less likely to be coded as "Dead"
- > Areas where tree-plantings were performed by Local 1010 labor have lower densities of defective sidewalk complaints

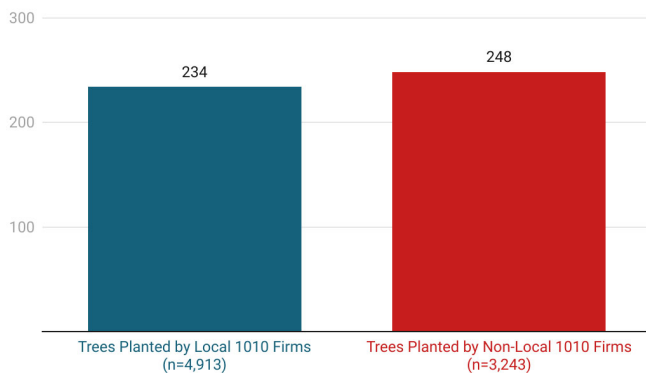
LOCAL 1010 CONTRACTS ARE LINKED TO FASTER TREE-PLANTING

As part of its street tree planting program, NYC DPR provides data on where and when trees are planted.^{vi} Alongside identifying tree information, the DPR data show whether a tree planting is “Completed” or “Not Complete”. The research team compared the planting date for “Completed” trees to their respective contract start dates.

For the sample of 8,156 completed tree plantings that could be directly linked to one of the DPR contracts under investigation we found:

- The median Estimated Time to Planting for Local 1010 firms was 234 days versus 248 days for non-Local 1010 firms.
- In other words, the median number of days between a contract execution and a tree-planting is two faster for Local 1010 firms compared to their counterparts.^{vii}

Median Days Between Contract Start Date and Completed Planting for Selected Trees



Universe: 8,156 trees with completed planting dates planted under competitive bidding contracts awarded between FY2021 and FY2024.
Source: Authors' analyses of NYC Open Data • Created with Datawrapper

LOCAL 1010 CONTRACTS SHOW BETTER TREE OUTCOMES AND LOWER TREE RISK RATINGS

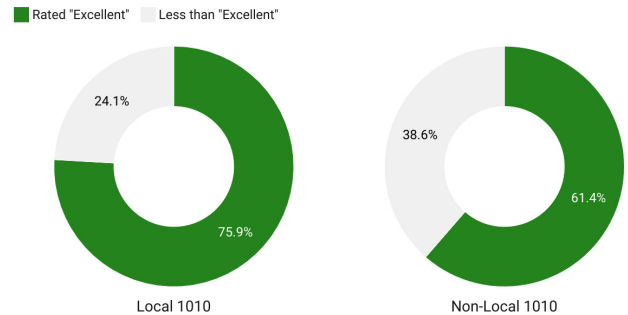
Of the 8,156 planted trees that can be linked to recent (2021-2024) DPR contract solicitations, 5,067 were associated with non-missing values in the field that describes the “condition of [a given] tree based on biological health and physical structure”.^{viii}

- For the 3,860 such trees that were planted under contracts won by Local 1010 firms, 75.9% are presently rated “Excellent” (i.e., the highest rating

available) in the DPR dataset. Only 61.4% of the 1,207 trees planted under contracts won by non-Local 1010 bidders have “Excellent” ratings.^{ix}

- Similarly, the percentage of non-Local 1010 tree-plantings coded as “Dead” (16.5%) is 1.25-times greater than it is for Local 1010 plantings (13.2%).^x

Percent of Recently Planted Trees in “Excellent” Condition



Universe: n=5,067 tree plantings completed under contracts executed between FY2021 and FY2024
Source: Authors' analyses of NYC Open Data • Created with Datawrapper

Relatedly, of the trees that were matched to non-missing condition ratings in the Forestry Tree Points dataset, 1,398 records exhibited non-missing values in the “Risk Rating” attribute, where higher values mean greater risk of tree failure. For the 954 of these records that were associated with Local 1010 contracts, the median risk rating was 4, compared to a median risk rating of 5 for the 444 trees linked to non-Local 1010 planting contracts.

“...the percentage of non-Local 1010 tree-plantings coded as “Dead”...is **1.25-times** greater than it is for Local 1010 plantings...”

Consistent with longstanding empirical evidence that union construction labor often exhibits quality and safety advantages over non-union labor,^{xi} these findings suggest that greater use of well-trained union tree-planters can generate long-term benefits with respect to tree preservation and survival in NYC.

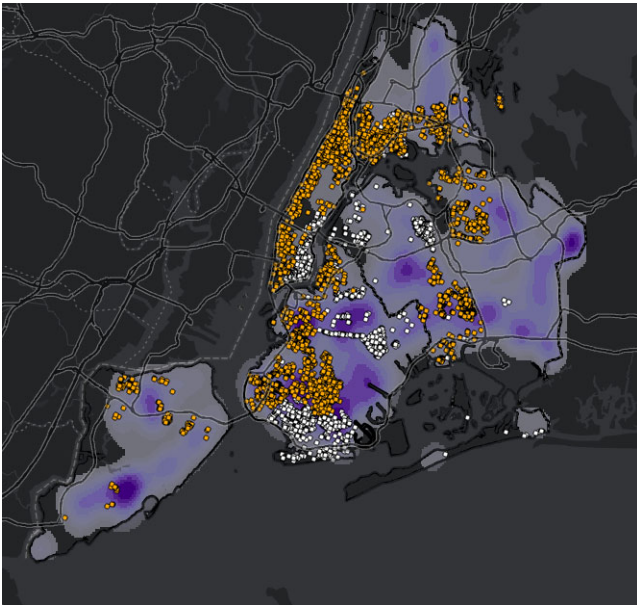
THE DENSITY OF 311 COMPLAINTS FOR DPR TREE-RELATED SIDEWALK DANGER IS LOWER IN LOCAL 1010 CONTRACT PERFORMANCE AREAS

The final comparison looks at the density of sidewalk safety complaints that have been made to DPR via NYC’s 311 system since the start of 2025. In the heatmap on the following page, darker-shaded purple areas represent spaces where the density of DPR sidewalk complaints per acre is high. Lighter purple and



light grey spaces are territories where 311 sidewalk complaints are relatively low. Overlaid onto the 311 complaint density layer is a layer containing the 8,156 tree points associated with trees that have already been planted under a recent (2021-2024) DPR Forestry contract. Orange points are trees planted under contracts won by Local 1010 firms, whereas white points show trees planted by non-Local 1010 firms.

The median density of new (2025) sidewalk complaints made around the 4,913 trees shown in orange (Local 1010 planted) is 134.8 per square mile, compared to a median complaint density of 148.0 per square mile in the locations depicted in white (non-Local 1010 planted trees).^{xii} This difference is highly statistically significant, meaning that it cannot be the product of chance alone.^{xiii}



The implication of these findings is that:

- Spaces in which Local 1010 labor performed recent tree-planting work are associated with fewer – and a lower density of – sidewalk-related 311 complaints than the spaces where non-Local 1010 labor performed planting services.
- Defective DPR sidewalks cost taxpayers roughly \$20 million in insurance settlements between fiscal years 2017 and 2023, according to open data on insurance claims filed against the City.

\$19.74 Million

Between Fiscal Year 2017 and Fiscal Year 2023, New York City paid out nearly \$20 million for settlements related to defective sidewalks under DPR control.

CONCLUSIONS

Overall, our analyses found that there is likely a “union advantage” in NYC tree-planting. Namely, trees planted by Local 1010 firms appear to be

- (1) more likely to exhibit “Excellent” condition,
- (2) less likely to be “Dead” and at less risk for failure, and
- (3) situated in areas characterized by fewer defective sidewalk complaints per square mile.

Moreover:

- (4) whereas Local 1010 have slightly higher initial bid prices than non-Local 1010 firms,
- (5) the median contract award value to Local 1010 firms is not significantly different from the median contract awarded to non-Local 1010 firms, and
- (6) Local 1010 firms are seemingly faster to plant trees once a contract is officially executed.

The authors therefore conclude that efforts to apply prevailing union standards – e.g., for quality, wages, benefits, worker training, etc. – to DPR tree-planting contracts has the potential to save trees, time, and money in New York City.

ACKNOWLEDGEMENTS

The authors thank Local 1010 LECET for sponsoring this project.

ILR Buffalo Co-Lab

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NOTES

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ⁱⁱ <https://a0333-passportpublic.nyc.gov/index.html>

ⁱⁱⁱ <https://www.nycgovparks.org/trees/street-tree-planting/locations>

^{iv} A Wilcoxon test reveals that this difference is significant at a 95% level of confidence. The Wilcoxon test is roughly a test for the equality of two medians (see: Weaver, R., Bagchi-Sen, S., Knight, J., & Frazier, A. E. (2016). *Shrinking cities: Understanding urban decline in the United States*. Routledge.). (n=165)

^v Unlike the case with bids, this difference was not statistically significant at conventional confidence levels. Here, the p-value for the Wilcoxon test of the null hypothesis that Local 1010 and non-Local 1010 firms have equal median contract awards is 0.322, suggesting that the null hypothesis cannot be rejected at conventional (e.g., 95% or 99%) levels of confidence.

^{vi} <https://www.nycgovparks.org/trees/street-tree-planting/locations>

^{vii} This difference was highly statistically significant (>99% level of confidence). The p-value for the Wilcoxon test was less than 0.0001, indicating that the observed difference is almost certainly not the result of chance alone.

^{viii} DPR Forest Tree Points dataset available on NYC OpenData

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^{ix} This difference is highly statistically significant (Pearson chi-square[1]=92.8; $p < 0.001$)

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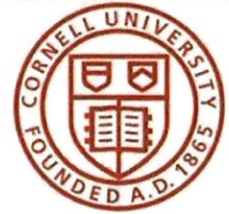
^{xi} See, for example, the discussion in: Weaver, R., & Brady, A. M. (2023). Building Responsible Projects in New York City: Assessing the Impact of Prevailing Wage Benefits on Workers, Contractors, and the New York City Economy.

^{xii} For each tree point represented in the map, the research team extracted the corresponding value from the 311 complaint density layer in that location. Importantly, 311 sidewalk complaints are not necessarily linkable to a specific tree. Complaints are often described spatially based on their location relative to the City's street address network, and locations are not always precise. As such, the summary data that follow are not specific to the trees shown on the map. They are, rather, indicative of whether complaints are generally higher or lower around trees planted by union or non-union firms in recent years.

^{xiii} The p-value for the Wilcoxon test of the null hypothesis of (rough) equality of medians is less than 0.0001.



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ANALYSIS OF NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION FORESTRY CONTRACTS FROM 2021-2024 SHOWS EVIDENCE OF MULTIPLE "UNION ADVANTAGES" ON TREE-PLANTING JOBS

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THERE IS NO SIGNIFICANT PRICE DIFFERENCE BETWEEN LOCAL 1010 AND NON-LOCAL 1010 TREE-PLANTING CONTRACT AWARDS

Using the NYC *PassPortCentral* website, the research team identified 183 unique proposals submitted in response to DPR tree-planting projects that were subject to competitive solicitation between 2021 and 2024. Of these proposals, 90 were submitted by non-Local 1010 firms, 75 by Local 1010 firms, and 18 by firms whose status was not identifiable and therefore omitted from analyses. The median Local 1010 bid for tree-planting contracts between 2021 and 2024 was \$3,519,890 (2024\$), roughly 8% greater than the median non-Local 1010 bid of \$3,248,400 (2024\$).^{iv}

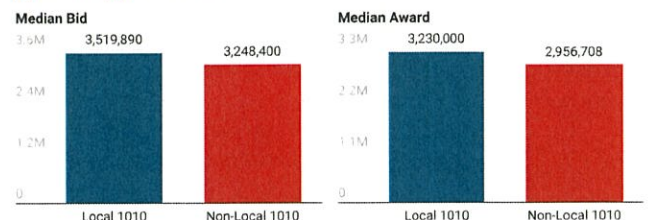
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- Thus, in the aggregate, the cost of contracting with a Local 1010 or non-Local 1010 firm for DPR tree-planting projects might be roughly equal.
- As shown below, though, tree-planting labor performed by Local 1010 firms appears to have several quality and efficiency advantages that arguably create long-term benefits for NYC which outweigh the minor, non-statistically significant difference in contract award costs.

Comparison of Median Bid Prices and Median Contract Awards by Local 1010 Status, FY2021 - FY2024

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Median Bid Universe: n=165 bids on competitive solicitations from FY2021 through FY 2024

Median Difference Universe: n=36 winning bids with complete data

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QUICK FACTS

- > Local 1010 tree-plantings occur roughly two weeks sooner
- > Local 1010-planted trees are more likely to be rated in "Excellent" condition and less likely to be coded as "Dead"
- > Areas where tree-plantings were performed by Local 1010 labor have lower densities of defective sidewalk complaints

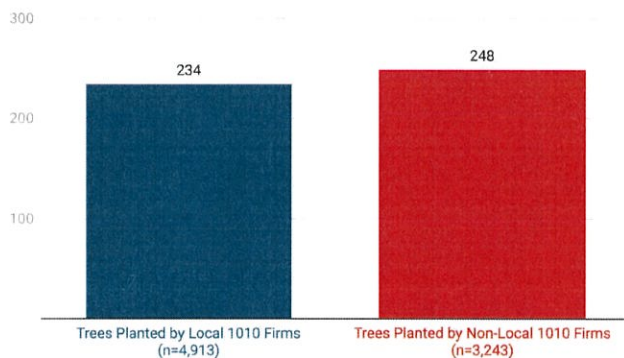
LOCAL 1010 CONTRACTS ARE LINKED TO FASTER TREE-PLANTING

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For the sample of 8,156 completed tree plantings that could be directly linked to one of the DPR contracts under investigation we found:

- The median Estimated Time to Planting for Local 1010 firms was 234 days versus 248 days for non-Local 1010 firms.
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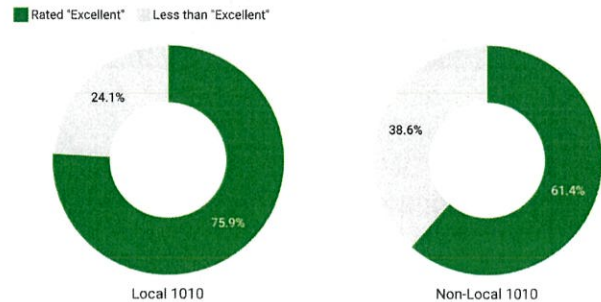
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Relatedly, of the trees that were matched to non-missing condition ratings in the Forestry Tree Points dataset, 1,398 records exhibited non-missing values in the "Risk Rating" attribute, where higher values mean greater risk of tree failure. For the 954 of these records that were associated with Local 1010 contracts, the median risk rating was 4, compared to a median risk rating of 5 for the 444 trees linked to non-Local 1010 planting contracts.

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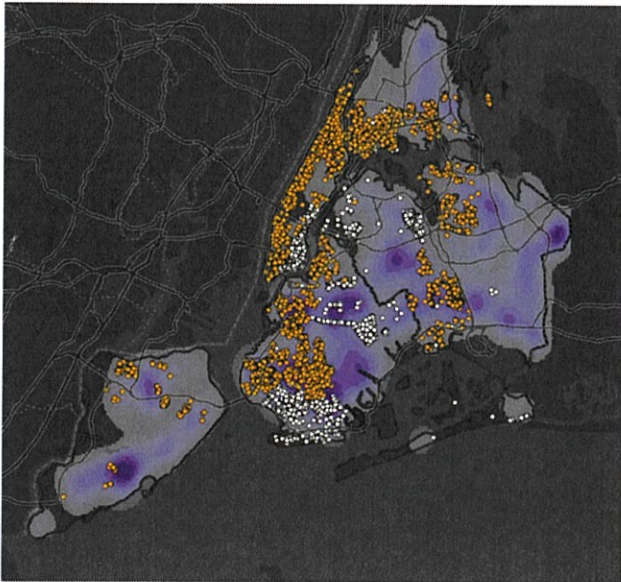
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The implication of these findings is that:

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^x This difference is highly statistically significant (Pearson chi-square[1]=92.8; $p = 0.004$)

^{xi} See, for example, the discussion in: Weaver, R., & Brady, A. M. (2023). Building Responsible Projects in New York City: Assessing the Impact of Prevailing Wage Benefits on Workers, Contractors, and the New York City Economy.

^{xii} For each tree point represented in the map, the research team extracted the corresponding value from the 311 complaint density layer in that location. Importantly, 311 sidewalk complaints are not necessarily linkable to a specific tree. Complaints are often described spatially based on their location relative to the City's street address network, and locations are not always precise. As such, the summary data that follow are not specific to the trees shown on the map. They are, rather, indicative of whether complaints are generally higher or lower around trees planted by union or non-union firms in recent years.

^{xiii} The p-value for the Wilcoxon test of the null hypothesis of (rough) equality of medians is less than 0.0001.



**Committee on Parks & Recreation
Jointly with the Committee on Contracts
9-29-25, 1:00pm**

Oversight – The Parks Department Contracting Practices & Vendor Accountability

Karla Hernandez, Laborers' Local 1010 LECET, Community Engagement

Good afternoon Chair Krishnan, Chair Won, and members of Committees on Parks and Contracts, and members of the City Council. My name is Karla Hernandez, and I represent Laborers' Local 1010 LECET. On behalf of our members and contractors, I want to thank you for holding this joint oversight hearing to shine a light on the troubling procurement practices at the New York City Department of Parks and Recreation (DPR).

Earlier this year, we raised serious concerns about Parks awarding millions of dollars in forestry contracts to contractors with criminal convictions—including bribery, fraud, and wage theft. Despite those warnings, little has changed.

Public records show Griffin's Landscaping and Dragonetti Brothers hold **multi-million dollar** active contracts with NYC Parks. These are not small, incidental awards; they represent significant shares of the department's forestry contracting, totaling over forty six (46) million dollars in street tree planting work. Yet both of these contractors have principals who have been convicted of serious felony conduct on public work projects. While these convictions would normally preclude a contractor from receiving City work, Local 1010 LECET has uncovered that the DPR found these criminals "responsible bidders" by allowing them to enter into monitoring agreements to receive DPR work, even when they were denied work by other City agencies.

What is most concerning is that although thirty (30) council members and two (2) borough presidents agreed that the Parks Department should have rescinded Griffin's Landscaping's most recent contracts, **(XG-424M - Bronx Street Tree Planting FY24)**, DPR still awarded them the work after the criminal conviction of Griffin's principal. As noted previously, DPR continues to deem these contractors "responsible," allowing them to win street tree planting contracts and profit at the expense of New York City residents and honest contractors who bid against these criminal enterprises. DPR has justified these awards by pointing to the use of independent monitorships—but it is no secret that monitorships do not erase crimes. Monitorships represent an outdated system that allows the city to do business with bad actors, while taxpayers continue to fund profits to these entities. Earlier this month, the New York City Comptroller added Dragonetti Brothers to

their updated New York City Employer Violations Dashboard which is a vital tool that shines a light on employers who exploit or endanger their workforce. They were added due to their being investigated and found in violations of workplace safety by OSHA and also found to have committed wage theft by the US Department of Labor.

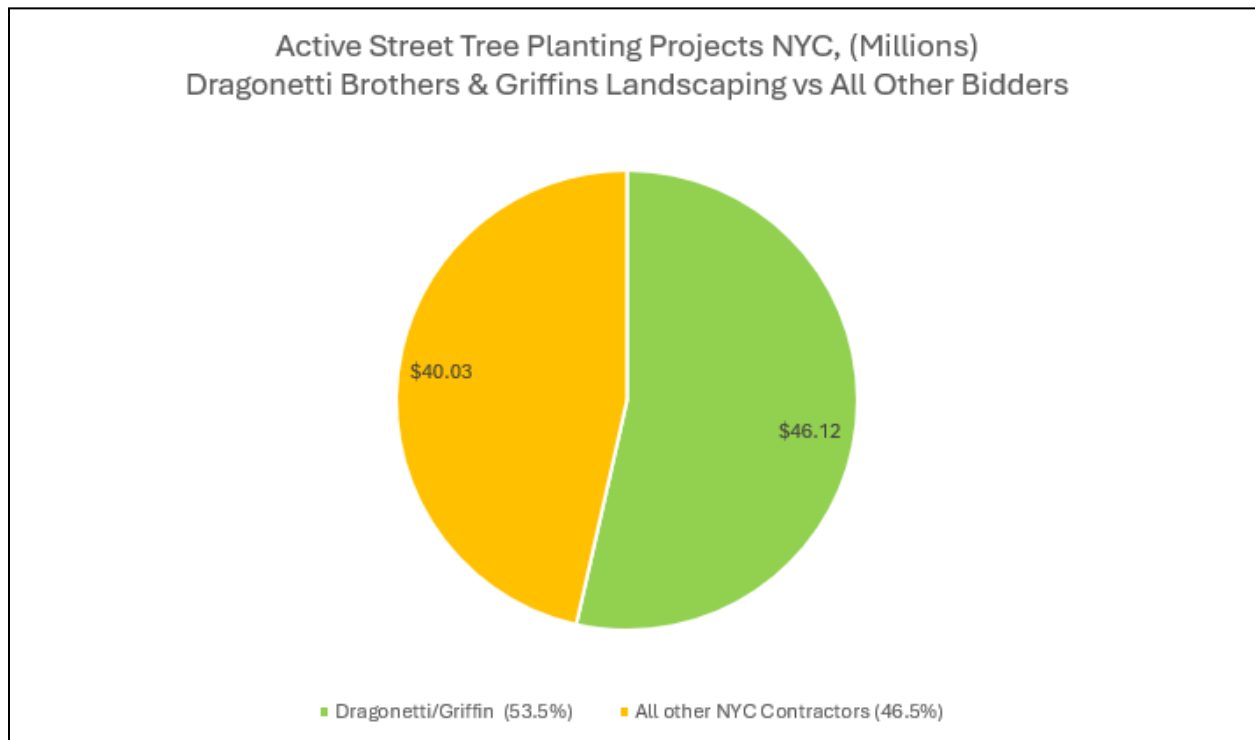
Meanwhile, qualified, responsible contractors—including several signatory MWBEs from Local 1010 alone—are bidding and being passed over for the same contracts. The data tells a troubling story: over the last decade, Parks has spent nearly four hundred million on street tree planting contractors, yet the largest contractors have given less than three percent (3%) of their \$151 million in contract awards to MWBE subcontractors.

This is not a question of capacity or lack of qualified bidders.

On average, four to six qualified contractors bid on every tree related project. The reality is that DPR is choosing to reward the same contractors who break the law instead of giving more responsible contractors and MWBE firms a fair chance by precluding convicted felons and their companies the privilege to bid on Parks Department forestry work.

We have no understanding why DPR has defended these decisions. Taxpayer dollars should go to contractors who follow the law and deliver quality work, not those with criminal convictions. We stand ready to work hand in hand with the Council, DPR, and responsible contractors to create clear rules, ensure accountability, and give union and MWBE firms a fair chance—so our parks and communities can truly thrive.

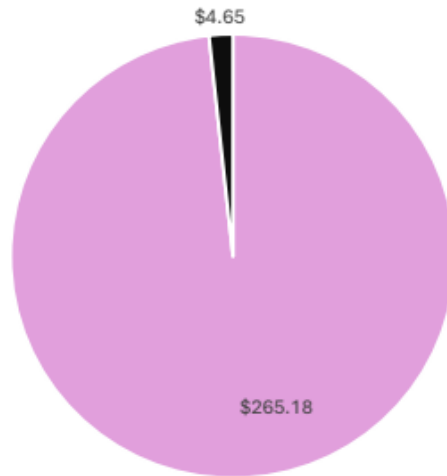
**Active Street Tree Planting Projects NYC (In Millions)
Dragonetti Brothers & Griffins Landscaping vs All Other Bidders**



Dragonetti & Griffin Control the DPR Tree Budget with 53.5% of all Current Tree Work

- **A Criminal History.** These non-MWBE General Contractors, have over half of all Active Street Tree Planting Projects in NYC even after:
 - Dragonetti entities and individuals were found guilty in a massive insurance fraud scheme (misclassifying 217 workers)
 - Griffin's current owner pleaded guilty to charges involving bribery, illegal dumping & bid rigging.
- **Unscrupulous Contractors Win Against Union Signatory Contractors.**
 - Griffin and Dragonetti bid awards have been at the expense of contractors with responsible work practices and union contracts such as J. Pizzirusso, Robert Bello, JR Cruz and Coppola Paving.
 - Local 1010 contractor JR Cruz was the second lowest bidder to Griffin's Landscaping bid when Griffin was allowed to bid under a monitoring agreement post-conviction.

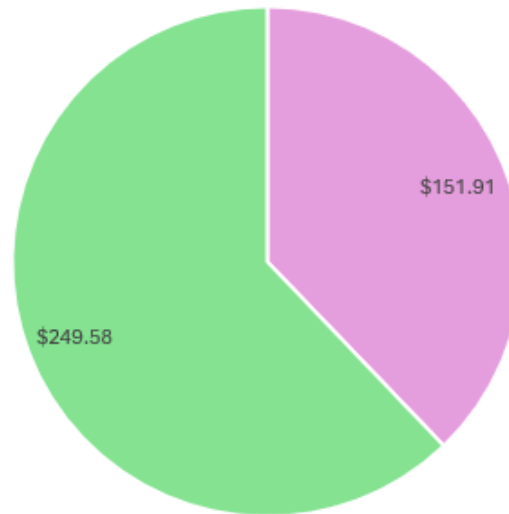
Forestry Projects NYC, 2010-2025 (Millions)
Dragonetti Brothers, Griffin's Landscaping & Dom's Lawn vs their
MWBE Subs



A Shockingly High MWBE Failure Rate by DPR Monitored Contractors
General Contractors (Non MWBE) 98.2% Sub Contractors (MWBE) 1.8%

- **Analysis Shows Three Largest DPR Tree Contractors Fail at MWBE Compliance.**
 - Dragonetti: Over 45 Forestry Contracts have been awarded to Dragonetti with a value over \$110 Million (2010-2025), yet only three percent (3%) of all work subcontracted to MWBE sub-contractors.
 - Griffin's Landscaping: Over \$50 Million in Forestry Contracts (2010-2025), yet only 2.75% of all work subcontracted to MWBE sub-contractors.
 - Dom's Lawnmaker: Doms was one of eight (8) General Contractors winning DPR Forestry contracts who awarded zero percent (0%) of their subcontracts to MWBE sub-contractors from 2010-2025.
 - 84 Contracts Worth \$130 million and No MWBE Subcontracting. The other Forestry Contractors who failed to award any work to MWBEs included: Capri Landscaping, DuJets Tree Service, M&D Landscaping, Olson's Creative, Quintal, Robert Bello and Trees "R" Us.

Street Tree Projects NYC, 2010-2025 (Millions)
Dragonetti Brothers & Griffin's Landscaping vs All Other Bidders

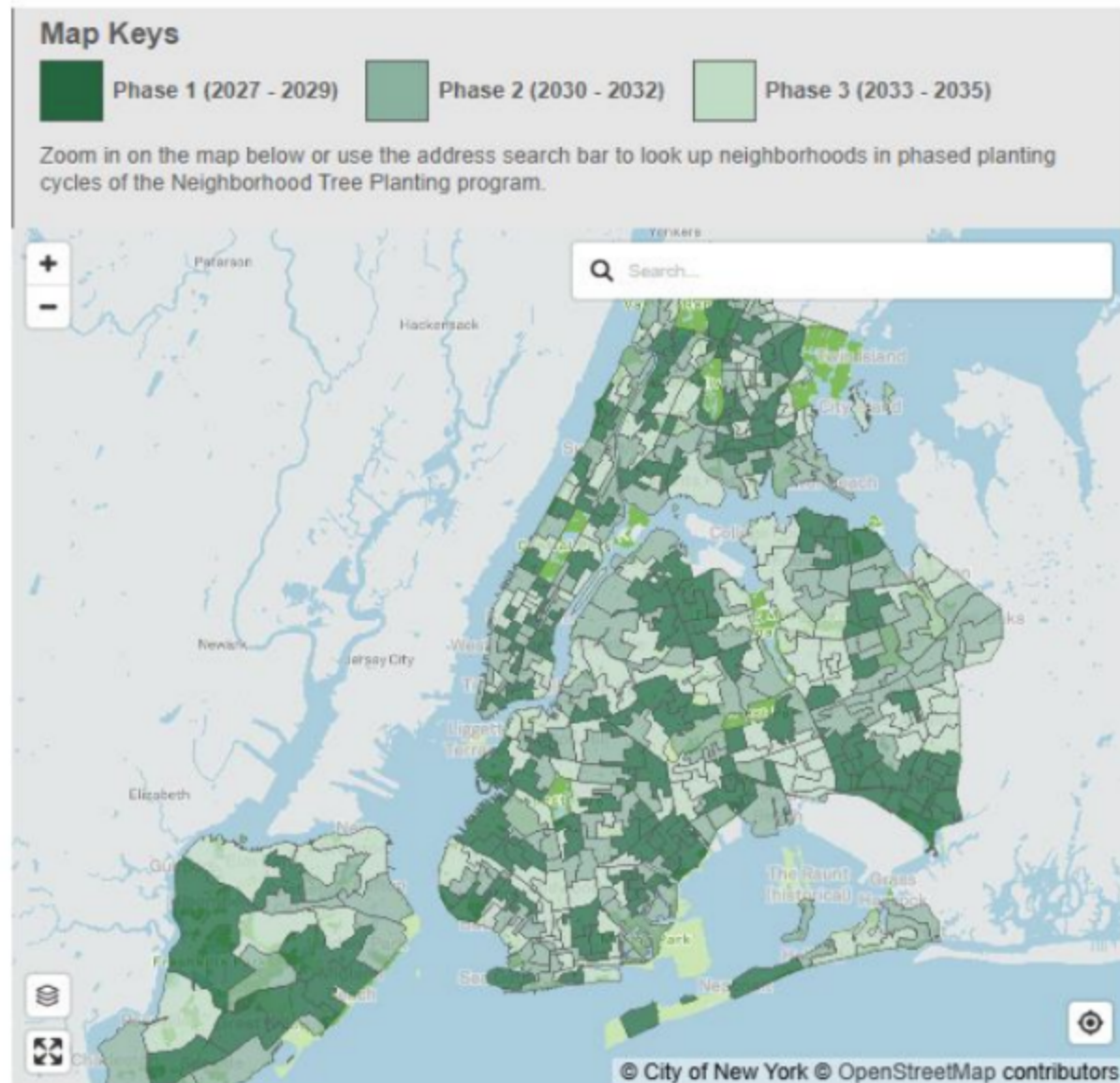


Consolidation of Forestry Projects in DPR, 2010-2025 (Millions)

- *Bid Awards Reveal Monitored Contractors Have Increased Their Share of DPR Forestry Contracts.*
 - Dragonetti Brothers and Griffin's Landscaping have seen their market share increase from one-third ($\frac{1}{3}$) of the Street Tree Planting Market to over fifty percent (50%) of the entire Street Tree Planting Market today.
 - I. This consolidation results in fewer contractors performing this scope of work.
 - II. Fifty percent of the top ten tree planting firms now have no active contracts with DPR forestry work for tree planting.
 - III. This consolidation creates reliance by DPR on a smaller base of contractors and creates the alleged need for monitorships for defacto preferred contractors.
 - IV. Consolidation of the industry has not alleviated excessive wait times for tree planting in communities.
 - V. Consolidation removes opportunities for MWBE general contractors and subcontractors

9-Year Cycle Map

Once the transition planting phase (2025- 2026) is completed, we will group the neighborhood planting cycle into three stages for street tree planting. We aim to plant all sections of the city during this 9 year time frame.



- Are you living in a District where your Trees will be planted in 2035? See above to find out.

**Committee on Parks & Recreation
Jointly with the Committee on Contracts
9-29-25, 1:00pm**

Oversight – The Parks Department Contracting Practices & Vendor Accountability

**Max Barton, Strategic Research
Laborers Local 1010, LiUNA, Pavers & Road Builders**

Good afternoon and a quick thank you to all the City Council Members on both the Parks and the Contracts Committees for holding this meeting on the Parks Department Contracting Practices & Vendor Accountability, especially to Chair Krishnan and Chair Won. My name is Max Barton, I work as a Union Representative conducting Strategic Research for Laborers' Local 1010, a union that represents over 2,500 Laborers who build New York City's Infrastructure. If you've walked on it, driven on it, or landed on it, it's likely that our members built it. Today my testimony will discuss what the City's own data reflects about the status of the Parks Department's bidding process, and its results. I will also discuss the potential changes to that bidding process in Tree Planting contracts distributed by the NYC Department of Parks that can increase consistent contract results, cost savings, and quality for NYC residents. I would be happy to answer any questions the committees may have of me.

I have reviewed data to counter points made by the NYC Parks Department in its August 1st, 2025, letter addressed to the City Council Chair of the Parks Committee, Shekar Krishnan. In the August 1st letter, the Parks Department advocates for Griffin's Landscaping, a street tree contractor whose owner was convicted of committing felonies and is currently serving time in federal prison for fraud, bribery, and bid-rigging. Parks has effectively stated that this contractor, and others like him, should be able to bid due to a lack of qualified bidders for street tree planting work. My testimony will counter that unsupportable notion. I will also address the abysmal track record of MWBE engagement by the two largest street tree plantings who the Parks Department has kept in business with monitoring agreements after criminal convictions against those companies or their principals.

Using Checkbook NYC, Passport, and the City Record, we were able to delve deeply into street tree planting contracts. As you know, Checkbook NYC is an online transparency tool provided by the New York City Comptroller's office that provides data from 2010 till today. While the Parks Department states that there are not enough contractors with the capacity, experience, equipment, or labor force to plant trees in NYC, the data shows otherwise. Nearly all Parks

Capital Projects have Forestry Work attached to it – including Tree Planting, Pruning, Stump Removal, and similar tree work. A project such as the “Reconstruction of a Multi-Purpose Area in Osborne Park Brooklyn” might not sound like a tree project, but that project has tree removals, tree growth regulators, the tree pruning and nursing for existing trees, and decompaction. All that work is regularly performed by numerous contractors who are qualified bidders, many who are also qualified MWBE contractors.

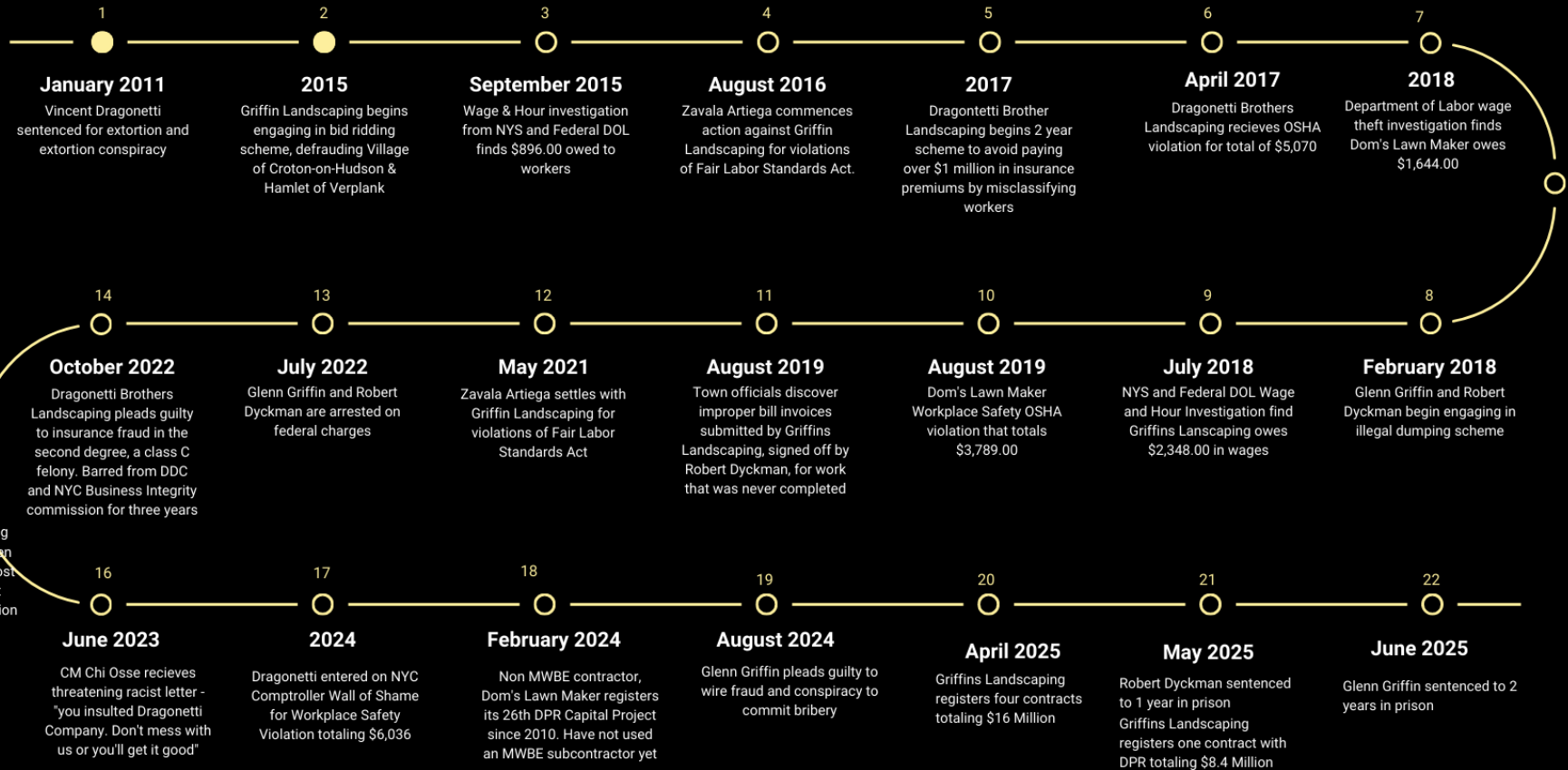
Our research, which is summarized in three attached charts, demonstrates the Parks Department’s shockingly high reliance on contractors with questionable business integrity. The City’s records show that:

- ☐ 54% of all “Active” Street Tree Planting money is going directly to two contractors with criminal histories. This consolidation of tree work to Dragonetti and Griffin has led to five of the ten other top tree planting contractors having no city tree planting work. We believe that less contractors doing the work means less opportunities for other contractors to reduce the City’s reliance on these two contractors. And it is this very reliance that would seem to have created the vacuum that “required” Parks to seek monitorships for Dragonetti and Griffin when they should not have gotten any more City work. We believe consolidation means slower work and that slower work means less street trees planted. This cycle remains unbroken as it can take up to three years to get a street tree planted in NYC.
- ☐ Survivability of trees decreases when Parks Department preferred contractors receive tree planting work. There is a clear path to planting higher-quality street trees across NYC—more efficiently, cost-effectively, and with longevity for our communities. Cornell is presenting their study today that shows projects completed by well-trained, skilled union workers are finished faster and lead to higher tree survival rates.
- ☐ MWBE Utilization by Parks Department preferred contractors is abysmal. The street tree planting contracts reviewed show that contractors with criminal histories and wage theft claims have the worst MWBE utilization. Fifteen years of forestry contracts reveals that there are at least eight (8) Non-MWBE general contractors awarded work that never gave an MWBE subcontractor any work; City records show that these nine contractors received more than \$130 million dollars worth of work on eighty-four contracts. Separately, Griffin’s Landscaping and Dragonetti Brothers received fifty-nine (59) contracts worth over \$163.79 million, yet less than three percent (3%) of that contract

work was awarded to MWBE subcontractors. This lack of opportunity for MWBE subcontractors has effectively been rewarded by the Parks Department since these two contractors continue to receive a majority of street tree planting work even though they have never improved their MWBE utilization or ever come close to the City's thirty percent MWBE goal.

Local 1010 is proud to have a diverse membership that represents the diversity of the City of New York as well as a partnership with over sixty-five (65) MWBE signatory contractors, many who have met, and can meet, the Parks Department's street planting contracting needs. We hope this hearing highlights the historically bad procurement outcomes in the street tree planting program and that the Parks Department and Council can work together with Local 1010 and other advocates for our City to plant trees faster, with greater survivability, and cost savings to the taxpayers, while also providing career opportunities to working class New Yorkers. Thank you for your time and consideration of this testimony.

ROADMAP TIMELINE





ARCHER, BYINGTON, GLENNON & LEVINE LLP.

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* Partner emeritus-retired
** Also admitted in Connecticut

**Committee on Parks & Recreation
Jointly with the Committee on Contracts
September 29, 2025, 1:00pm
Oversight – The Parks Department Contracting Practices & Vendor Accountability**

**Testimony of James W. Versocki, Esq., Counsel
Laborers Local 1010, LiUNA, Pavers & Road Builders**

Good afternoon Chair Krishnan, Chair Won, and members of the Committees on Parks and Contracts. My name is James W. Versocki and I am counsel to Laborers Local 1010, LiUNA, AFL-CIO. I am here today to discuss the current City Procurement Policy Board rules, also known as the PPB rules, and how they have been utilized by certain City agencies to award contracts to contractors with questionable business integrity backgrounds.

Prior to entering private practice, I was an Assistant Attorney General in the Labor Bureau of the Office of the Attorney General where I handled numerous criminal and civil investigations of contractors performing municipal work throughout the State of New York, including work with New York City agencies. I have previously testified before the New York State legislature and this Council on issues involving governmental procurement and labor standards.

Over the last few years, Local 1010 has monitored the troubling increase in awards of tree-related contracts by the Department of Parks and Recreation (which I will refer to as “DPR” throughout this testimony) to contractors, or their principals, that have plead guilty to criminal conduct. These awards have continued despite the existence of multiple bidders on these project bids and the failure of the monitored firms to demonstrate business integrity or a commitment to MWBE goals set forth in Local Law 1 of 2013 (https://www.nyc.gov/html/ddc/downloads/pdf/obo/NYC_Local_Law_1.pdf). Previous testimony today has addressed the shockingly low MWBE compliance by the same contractors with criminal histories, which should also be considered as part of a contractor’s performance history prior to awarding City projects to such contractors.

The City, like all municipal agencies, is required under the New York State General Municipal Law to award construction projects with a value over \$35,000.00 to the lowest responsible bidder. The City has certain alternative bidding mechanisms, such as design build, but the lowest responsible bidder method generally controls most City capital project work and can be found in the PPB rules. Chapter 13 of the City Charter, specifically section 311,

subsection b(3), requires the PPB Board to adopt rules that set the “standards and procedures to be used in determining whether bidders are responsible.” The PPB Board has promulgated such standards in the PPB Rules where the Board has defined a “Responsible Bidder” as “[a] vendor who has the capability in all respects to perform in full the contract requirements, and the business integrity and reliability that will assure good faith performance.” See PPB Rules Section 1-01(e)(definitions)(emphasis added). The PPB Board has further defined a responsible bidder as one that has “a satisfactory record of business integrity.” See PPB Rules Section 2-08(b). Accordingly, it is essential for a contractor to have “business integrity” to receive City contracts. Logically, a felony criminal conviction can, and should impact the business integrity of a city bidder, especially if the bidding entity or its principals receive the conviction.

Yet, the DPR, along with the Department of Investigation, known as DOI, has utilized the City’s integrity monitoring program (<https://www.nyc.gov/site/doi/about/integrity-monitor-program.page>) to resuscitate the business integrity of businesses that would otherwise not have that integrity. The PPB Board has generally avoided using the term “debarment” to prohibit contractors from obtaining City work outright, presumably to avoid the time and delay in of the existing process before OATH, and we see that the debarment process rarely occurs except for contractors who violate the prevailing wage law. So while the PPB Board has adopted a debarment process that addresses felony conduct, it is rarely used. See PPB Rules Section 4-10. This means that absent a debarment, City agencies must consider the business integrity of contractors prior to awarding work and criminal convictions should play a large factor in assessing such integrity.

Local 1010 has discovered that the integrity monitoring program is being used to allow agencies to rehabilitate preferred contractors even though they have not been found to be non-responsible by an agency. This process circumvents the formal rehabilitation process set forth in PPB rules section 2-08(p). Effectively, we have seen DPR, along with DOI, issue monitoring agreements that serve to preempt findings of non-responsibility and informally grant rehabilitation instead of following the PPB Rules process as set forth in section the PPB Rules for rehabilitating contractors (See PPB Rules Section 2-08(p)).

The City’s integrity monitoring program has been historically utilized by the City to monitor contractors who must complete essential City projects after they have been convicted of or entered into deferred prosecution agreements with law enforcement agencies. This program allows the City to monitor the ongoing work of companies with current contracts. We have included copies of the Dragonetti Brothers and Griffin monitoring agreements for your review and reference to demonstrate the expansive breadth of these monitoring agreements.

As noted, these monitoring agreements allow unscrupulous contractors to continue to receive new contracts, and not just to complete existing contracts. In the case of Dragonetti and Griffin, the monitoring agreements expressly allowed these contractors to get a “pass” after convictions for serious felony conduct directly related to government contracts. What is even more shocking is that Dragonetti was actually debarred from performing City work with DDC in its plea deal, but was somehow allowed to continue to bid on DPR projects. Neither the monitoring agreement or plea deal explain why such decisions were made and raises the need for Council oversight and new rulemaking to constrain the misuse of the City’s Integrity Monitoring program.

Testimony of James W. Versocki

September 29, 2025, 1:00pm

Oversight – The Parks Department Contracting Practices & Vendor Accountability

Local 1010 believes the remedy is to limit the use of monitoring agreements to preemptively rehabilitate contractors who commit serious felony conduct such as bribery, fraud, insurance fraud, or wage theft. This could be accomplished by a simple amendment to Section 311 of the City Charter by this Council directing the PPB to adopt new PPB Rules that would prohibit the use of monitoring agreements to rehabilitate contractors when they commit specific felony conduct that directly relates to governmental procurement, is fraudulent, or involves wage theft. The new PPB Rules should also state that those contractors who commit specific felony conduct that directly relates to governmental procurement, is fraudulent, or involves wage theft will, by law, lack business integrity and will thereby be denied new contracts.

Local 1010 believes these common-sense amendments would prohibit the use of integrity monitoring agreements in a manner that rewards criminal conduct by allowing bad actors to continue to receive profits from City contracts, even if such profits are deferred, and would allow responsible contractors the ability to compete on and win City contracts. I welcome any questions you may have and thank you for your consideration of this important procurement issue.

MONITOR AGREEMENT
Dragonetti Brothers Landscaping, Nursery, & Florist, Inc.

This **Agreement** dated February 24, 2022 (the “Agreement”) is by and between Dragonetti Brothers Landscaping, Nursery, & Florist, Inc. (“Dragonetti” or the “Company”), a corporation organized under the laws of the State of New York and having its principal office at 129 Louisiana Avenue, Brooklyn, New York 11207, and the City of New York (the “City”), acting by and through the Department of Investigation (“DOI”), an agency of the City, having an address at 180 Maiden Lane, New York, New York, 10038.

WHEREAS, the City is a municipal corporation which operates through various agencies (“City Agencies”);¹

WHEREAS, DOI is an agency that helps to protect the public interest against fraud, waste and abuse in City government through investigations of the affairs of the City, including vendors that enter into contracts with the City and developers/contractors that receive financing from a City agency; and, in furtherance of that interest, has reviewed the business responsibility of the Company to determine whether the Company has the requisite business integrity to enter into business transactions with the City and receive financing or assistance from the City;

WHEREAS, the Company is a landscaping and concrete sidewalk company that provides services including, landscaping, tree planting and pruning, pedestrian crosswalk ramp construction, and sidewalk reconstruction and has numerous contracts with the City, primarily with the New York City Department of Parks and Recreation (“DPR”) for such services (the “Current City Contracts”);

WHEREAS, the Company may seek to enter into additional contracts or subcontracts with the City to provide goods, construction, or services to the City (the “Future City Projects” or “Future City Contracts” collectively referred to as “City Projects” or “City Contracts”);

WHEREAS, on September 28, 2021, Dragonetti, D.B. Demolition,² Nicholas Dragonetti (“N.Dragonetti”) and Vito Dragonetti (“V.Dragonetti”) were indicted for various felony charges including Insurance Fraud in the First Degree, Offering a False Instrument for Filing in the First Degree, and Penalties for Fraudulent Practices under New York State’s Workers’ Compensation Law based on allegations that between 2017 and 2020, Dragonetti evaded more than one million dollars (\$1,000,000.00) in insurance premiums while working on City Contracts for sidewalk and road repair by classifying laborers, foremen, and heavy-equipment operators workers (higher-risk jobs) as florists and office workers- potentially putting their workers at risk of not receiving adequate insurance to cover work-related injuries; and D.B. Demolition evaded paying an additional eighty one thousand dollars (\$81,000.00) in insurance premiums by misclassifying employees as office workers with the

¹ For the purpose of this Agreement, a “City Agency” or an “agency of the City of New York” shall mean and include a city, county or borough agency, department, authority or other agency of government the expenses of which are paid in whole or in part from the City treasury and shall include the DOI, the New York City Department of Education, the New York City Economic Development Corporation, the New York City Housing Development Corporation, the New York City Health and Hospitals Corporation, the New York City Housing Authority, the New York City School Construction Authority, and any other public authority, public benefit corporation or not-for-profit corporation, the majority of whose board members are officials of the City of New York or are appointed by such officials.

² Dragonetti represents that D.B. Demolition, an affiliated business as defined herein, has no current City Contracts.

New York State Insurance Fund while their NYC Business Integrity Commission records reflected that they were commercial drivers;

WHEREAS, based on the above-referenced indictments, Dragonetti asserts that it has taken the following remedial steps: 1) the Company hired a workers' compensation insurance expert to analyze the Company's workers' compensation insurance coverage and verify that employee classification is accurate and compliant with all applicable laws, rules and regulations, and 2) the Company retained Guidepost Solutions, LLC as its internal integrity monitor over Dragonetti's business activities;

WHEREAS, the Company acknowledges the City's concerns about its responsibility as a contractor and the Company, including its affiliates,³ joint ventures, and subsidiary companies, further agrees to undertake certain additional measures, as provided in this Agreement, to address those concerns, which measures include engagement for the term of this Agreement of the services of an integrity monitor (the "Integrity Monitor") to monitor the Company's conduct in connection with its current work on City Contracts; and

WHEREAS, the Company acknowledges and agrees that a City Agency's continued willingness to consider the Company to perform work under any City Contracts is based upon the Company's full compliance with the terms and conditions of this Agreement unless any of the City Agencies require that the Company enter into a project specific Monitor Agreement with such Agency ("Project Specific Monitor Agreement"); and acknowledges that each City Agency has the discretion to avail itself of any right or remedy provided under City Contracts, or available in law or in equity, in light of the forgoing indictments,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement and the representations set forth herein, the Company and the City agree as follows:

Article 1 COVENANTS AND REPRESENTATIONS

A. Reporting Obligations

1. The Company covenants that it shall promptly notify the City, through DOI (as provided in Article 6F hereof), in the event that during the Term hereof, as defined in Article 2(A)(2),

³ For purposes of this Agreement, an "affiliate" or "affiliated business" shall mean: (i) a business that owns or, during the last five (5) years, owned, a majority of the Company's voting stock; (ii) a business in which the Company owns, or during the last five (5) years owned, a majority of the voting stock; (iii) a business which owns, or during the last five (5) years, owned, five percent (5%) or more of the Company; (iv) a business in which the Company has or had an ownership interest in the amount of five percent (5%) or more during the last five (5) years; (v) a business, the daily operation of which the Company directs or has the right to direct, or has directed or had the right to direct, during the last five (5) years; (vi) a business which the Company, or any shareholder or partner of the Company, has an ownership interest, or during the last five (5) years, has had an ownership interest, of five percent (5%) or more; (vii) a business that directs or has the right to direct, or has directed or had the right to direct during the last five (5) years, the daily operations of the Company; (viii) a business which is or was, during the last five (5) years, in a partnership or joint venture; (ix) an individual or business that has the right to acquire ownership of any amount of stock pursuant to any stock option, arrangement, warrant right or otherwise, which if combined with such individual's or business' current holding, would constitute five (5%) or more of the outstanding stock of the Company and any individual or business that had any such right during the last five (5) years; (x) any business controlled directly or indirectly by a business described in (i); and (xi) any entity that has substantially identical ownership, management, supervision, business purpose, customers, operations, and/or equipment as the Company.

the Company and/or any of its key people,⁴ (i) are subpoenaed, interviewed, questioned, or otherwise contacted by any government agency, official, or employee in connection with any investigation or proceeding, involving, or related to, any alleged violation of federal, state or local law, whether of a criminal, civil, or administrative nature, and whether or not the Company and/or any of its key people or employees are, or are believed to be, the subject or target of any such investigation or proceeding; or (ii) are notified or otherwise learn that the Company and/or any of its key people are under investigation for any alleged violation of criminal law; or (iii) are charged with any crime.

2. The Company further represents and covenants that it shall promptly notify the City, through DOI, in the event that, during the Term hereof, the Company learns that the Company, including its affiliates, joint ventures, and subsidiary companies, or any of the key people or employees of the Company, including its affiliates, joint ventures, and subsidiary companies,, (i) are subpoenaed, interviewed, questioned, or otherwise contacted by any government agency, official, or employee in connection with any investigation or proceeding, involving, or related to, any alleged violation of federal, state or local law, whether of a criminal, civil, or administrative nature, and whether or not any of those individuals are, or are believed to be, the subject or target of any such investigation or proceeding; (ii) are under investigation for an alleged violation of criminal law involving a lack of honesty or business integrity; or (iii) are charged with any crime involving a lack of honesty or business integrity.

3. The Company acknowledges and understands that the City places the highest importance on the integrity and honesty of all its contractors, subcontractors, suppliers, and public servants. The Company further acknowledges and understands that complete and truthful answers to all questions asked on PASSPORT (previously known as “VENDEX”) forms and Disclosure Statements submitted by the Company, all information provided in connection with this Agreement, and all conditions set forth in this Agreement are conditions precedent to the award by any City Agency to the Company of any City Contract.

4. The Company covenants that it will not employ any subcontractors on any City Contracts that it knows or reasonably should know have been found to be a non-responsible vendor by the City, or otherwise who has been convicted of, or who is being investigated for any alleged violation of federal, state or local law, involving, or related to allegations of a lack of honesty or business integrity, whether of a criminal, civil, or administrative in nature. To ensure the integrity of all subcontractors, the Company agrees to submit to the Integrity Monitor the names of all subcontractors it intends to use prior to their commencing work on City Contracts, and the names of all subcontractors it is currently using on City Contracts, so that a vendor integrity review may be initiated prior to the subcontractor commencing work or continuing work on any City Contract. The Company will be notified within five (5) business days of submission of the name of any subcontractor that will not be permitted to work on any City Contract. If the Company does not receive a disapproval within five (5) business days, the Company may proceed with employing the subcontractor.

⁴ “Key people” or “key person” as used throughout this Agreement, means present or future: directors of the Company; officers of the Company; shareholders of five percent (5%) or more of the Company-issued stock, including proprietors, owners, partners, owners of other securities (e.g., stock options, secured or unsecured bonds, warrants and rights) that can be converted to stock that, if exercised, would constitute five percent (5%) of the Company’s issued stock; any group, individual and/or entity with the right to acquire ownership of an amount of the Company stock, pursuant to any stock option, arrangement, warrant, right, or otherwise, which if combined with the current holdings of such group, individual and/or entity, would constitute five percent (5%) or more of the outstanding the Company stock; each manager or individual participating in overall policy-making or overall financial decisions for the Company; and each person currently or in the future a position to control and/or direct the Company’s day-to-day operations.

B. Former Key People

1. The Company agrees and warrants that N.Dragonetti and V.Dragonetti are not current employees of the Company; and will not be rehired or have access to the Company's banking and financial accounts during the Term of this Agreement.

2. The Company agrees and warrants that N.Dragonetti and V.Dragonetti will not:

- a. participate in or influence the Company's business, operations, or management;
- b. act as Dragonetti's representative before the City in connection with any City services or City Contracts; or
- c. have a Board member or equivalent position.

3. The Company warrants and represents that Alison Bianchi has been appointed Managing Director of the Company and will not take any direction from N.Dragonetti and V.Dragonetti in performing this role. The Company must maintain a contact log reflecting all communications of any nature with any key people or employees, whether direct or indirect, through telephone, email, or by any other means, with N.Dragonetti and V.Dragonetti, including the time, date and summary of the communication. Notice of the proposed removal of the current Managing Director, and the appointment of another person to act as Managing Director, must be provided in writing to DOI and shall be subject to DOI's approval.

4. The Company warrants and represents that, pursuant to a trust agreement entered into concurrently with this Agreement naming Johnathan L. Flaxer as Trustee:

- a. the Trustee will control N.Dragonetti and V.Dragonetti voting shares;
- b. all profits from City Contracts (minus the direct cost of labor, materials and insurance) associated with the performance of work on City Contracts, and any dividends and distributions derived from work performed on City Contracts, will be held in a separate trust account by the Trustee;
- c. no disbursements of monies derived from City Contracts shall may be made to N.Dragonetti and V.Dragonetti during the Term of this Agreement; and
- d. notice of the proposed removal of the current Trustee, and appointment of another person or corporation to act as Trustee, must be provided in writing to the DOI and shall be subject to DOI's approved.

5. The Company acknowledges and understands that the City places the highest importance on the integrity and honesty of Dragonetti's Managing Director and Trustee referenced in paragraphs 3 and 4, respectively, herein. The appointment of the Managing Director and Trustee are contingent on their successful completion of a background investigation performed by DOI and compliance with the terms of the Agreement.

6. The Company shall not make any payments or extend any benefits of any kind, (including but not limited to the payment, lease or rental of any vehicles or telephone service), whether directly or indirectly, to N.Dragonetti and V.Dragonetti in connection with any City Contracts. The Company represents that it will operate from a location other than its current business location, 129 Louisiana Avenue, Brooklyn, New York, from which N.Dragonetti and V.Dragonetti derive rental income.

C. Prohibited Conduct

1. Aside from the conduct described in the Preamble, “Whereas” Clauses of this Agreement, the Company represents and covenants that neither the Company, including its affiliates, joint ventures, and subsidiary companies, nor any of the key people, or employees of the Company, affiliates, joint ventures, and subsidiary companies, nor any of their agents, nor anyone acting on the Company’s behalf, has or will:

- a. directly or indirectly devise or conspire with another to devise a scheme to defraud a government agency in contravention of any federal, state or local laws, regulations or rules;
- b. commit any fraud, or file or make any false or fraudulent reports, statements or representations, in connection with their compliance with any federal, state or local law, rule or regulation or contract requirement;
- c. make a false or fraudulent statement or representation in connection with any government contract or financing agreement, or make any request for payment based on any such false representations;
- d. fail to provide complete and truthful information or documents, in a timely manner, with respect to any contract or financing agreement between it and any governmental body or agency, where the governmental body or agency has made a request therefore pursuant to the terms of such contract or financing agreement, including a request made in connection with this Agreement;
- e. misrepresent the costs of any work performed on any government contract or financing agreement, make any claim for payment based on any such false representations or file false invoices;
- f. engage in illegal conduct with public servants or labor officials, including, but not limited to, providing or offering to provide money or anything of value, including services, to a union official;
- g. give or offer to give money or anything of value, including services, to a public servant or union official with intent to influence that public servant or union official with respect to any of his or her official acts, duties or decisions as a labor official or public servant;
- h. give or offer to give money or anything of value, including services, to a labor official or public servant to reward any past action taken by that labor official or public servant

with respect to any of his or her official acts, duties or decisions as a labor official or public servant;

- i. engage in collusive or anti-competitive bidding practices;
- j. violate any provisions of the law governing M/WBEs; or
- k. conspire with anyone to perform any of the acts set forth in sections (a) to (j).

2. The Company, including its affiliates, joint ventures, and subsidiary companies, or any of the key people or employee of the Company, affiliates, joint ventures, and subsidiary companies, shall not permit any employee to engage in such conduct described above in Article 1(C)(1). The Company further shall not permit any person whom any present or future key person of the Company knows to be engaging in such prohibited conduct, or knows to have engaged in such prohibited conduct, to become a key person or employee of the Company, nor permit any such person to otherwise exercise any control, directly or indirectly, over the operation of the Company, subject to any existing, valid collective bargaining agreement and applicable law. Further, the Company shall refrain, in connection with any City Projects, from hiring or shall terminate the employment of any such employee, subject to the terms of any existing, valid collective bargaining agreement and applicable law, including upon identification by DOI of any Company employee as having engaged in illegal activity in connection with City Projects or having refused to cooperate with DOI in an inquiry.

3. The Company represents that it shall fully comply with all federal, state and local labor laws on all City Projects and will use good faith efforts to ensure that its subcontractors comply with all federal, state and local labor laws on all City Projects on which the Company performs construction services.

4. The Company further represents that it will ensure that all Disclosure Statements and PASSPORT forms which it submits in connection with City Projects are complete and truthful.

D. No Organized Crime Affiliations

1. The Company represents and covenants that no person who the Company or any of its past or present key people knows to be or have been, or should know to be, or to have been, an alleged member or associate of an organized crime group, syndicate or “family” identified as an organized crime group, syndicate or “family” by a federal, state or local law enforcement or investigative agency (collectively, an “Organized Crime Group”), is now or ever has been a key person or employee of the Company; nor has any such person in the past exercised, nor does any such person now exercise, any control, directly or indirectly, over the operations of the Company.⁵

⁵ For purposes of this Agreement, except as to non-supervisory laborers referred or provided by a union pursuant to a lawful collective bargaining agreement, the Company shall be deemed to have knowledge of (a) any statements concerning a person’s alleged membership in, or association with, any Organized Crime Group appearing in any trade publication or any publication of general circulation in geographic areas in which the Company does business, including, but not limited to, newspapers of general circulation in such areas; (b) any public reports by local, state, or federal agencies; and (c) any criminal charges publicly filed against any persons by prosecutors having jurisdiction over the geographic areas in which the Company does business.

2. The Company shall not permit any person who the Company or any of its present or future key people, knows to be, or to have been, or who any of its present or future key people should know to be, or to have been an alleged member or associate of any Organized Crime Group to become a key person or employee of the Company, nor permit any such person to otherwise exercise any control, directly or indirectly, over the operations of the Company, subject to the provisions of any existing, valid collective bargaining agreement.

3. In the event the Integrity Monitor that is retained pursuant to Article 2 of this Agreement states, in writing, to the Company that the Integrity Monitor, after diligent investigation, has no information that a person who the Company is contemplating allowing to become a key person or employee, or otherwise permitting to exercise control over its operations, is alleged to be a member or associate of any Organized Crime Group, the receipt of such written statement shall be deemed evidence that the Company, at such time, had no knowledge of such person's alleged connection to an Organized Crime Group.

- a. Notwithstanding the foregoing, in the event the Company has actual knowledge that a person is or has been an alleged member or associate of any Organized Crime Group, the receipt of such a written statement from the Integrity Monitor shall not constitute evidence that the Company had no knowledge of such person's alleged connection to an Organized Crime Group.
- b. In the event said Integrity Monitor states, in writing, to the Company that a person is alleged to be a member or associate of an Organized Crime Group, the Company shall not permit such person to become a key person or employee, or otherwise to exercise control over its operations, and the Company shall remove forthwith from such position any such person then employed by, or serving as a key person of, the Company, except where termination of an employee or refusal to hire such as individual would violate an existing, valid collective bargaining agreement.
- c. Nothing in this Agreement shall obligate any Integrity Monitor retained pursuant to Article 2 of this Agreement to issue any written statement to the Company with respect to a person's alleged status as a member or associate of an Organized Crime Group.

Article 2 INTEGRITY MONITOR

A. Retention and Term

1. The Company agrees that, at the sole expense of the Company, it shall retain an Integrity Monitor selected by DOI to perform all the Integrity Monitor functions, duties, and responsibilities set forth in this Agreement. The Company further agrees that, should a City Agency enter into any City Contracts with the Company during the term of this Agreement, this Agreement shall be applicable to and made a part of those contracts. Unless otherwise indicated in this Agreement, references to the City shall include references to DOI. Should the Company and the Integrity Monitor determine that they require an agreement beyond the scope of this Agreement in order to execute or administer the monitor program, DOI must approve the agreement prior to execution. The City will be a third party beneficiary of any agreement between the Company and the

Integrity Monitor. The City or the Company shall provide the Integrity Monitor with a copy of this Agreement.

2. This Agreement shall remain in effect for a term ending upon the latest occurring of: (a) the third anniversary of the date of this Agreement, unless the criminal matter referenced in the Preamble of this Agreement has not yet been completely litigated and/or restitution is owed as part of the resolution of the criminal matter, and that an extension of this Agreement is required until the matter is resolved and all restitution is paid; (b) the third anniversary of the date of this Agreement, unless the City determines that the Company has at any time been in default of this Agreement pursuant to Article 4 and that an extension of this Agreement for up to two years is necessary; (c) the expiration or termination of the City Contracts; or (d) such date as this Agreement may be terminated by the City (“the Term”).

3. Notwithstanding the foregoing, the Company may apply to the City any time after two years from the date of the Integrity Monitor’s engagement for permission to terminate or reduce the services of the Integrity Monitor. The City’s decision whether to terminate or reduce the services of the Integrity Monitor upon any such request by the Company shall remain in the sole unreviewable discretion of the City. The City reserves the right to require the Company to retain an Integrity Monitor on similar terms and conditions as specified in this Agreement in the event that the Company enters into any contract with a City Agency before the end of the Term of this Agreement for the duration of the Term.

4. The Company agrees that at any time during the Term of the Agreement, the City may, in its sole discretion, require the Company to discharge the Integrity Monitor forthwith and/or require the Company to retain a new Integrity Monitor designated by the City for this assignment within ten (10) business days of such discharge and designation, whichever comes later, on similar terms and conditions to that of the Integrity Monitor referred to in Article 2.

5. At the City’s discretion, the City may retain the Integrity Monitor directly. Such retention shall be at the expense of the Company, as provided for in Article 2(A)(1) of this Agreement, and for the Term set forth in, and subject to the provisions of Article 2(A)(2) of this Agreement.

B. Funding of Integrity Monitor

1. The Company agrees to pay directly to the Integrity Monitor all fees and expenses of the Integrity Monitor at usual and customary rates reasonably incurred in connection with the Integrity Monitor’s performance of the Integrity Monitor Duties (as defined in Article 2(C)) pursuant to this Agreement. The Company understands and agrees that the Integrity Monitor will first submit detailed invoices to DOI and will have obtained the City’s authorization to request payment from the Company prior to presenting the Company with a summary invoice setting forth the fees and expenses incurred by the Integrity Monitor for the billing period in question (“Summary Invoices”).

2. The Company understands and agrees that it shall tender such payments directly to the Integrity Monitor within thirty (30) calendar days of presentment of each of the Summary Invoices. The Company further agrees and acknowledges that, in the event that tender of any payment required hereunder to the Integrity Monitor is not made by it within the time set forth in this Agreement, the City may set-off and pay to the Integrity Monitor the amount of such payment from any amounts

otherwise due and payable to the Company under any contract or subcontract the Company has with a City Agency at that time.

C. Integrity Monitor Duties

1. The Company authorizes and consents to the performance of the following duties by the Integrity Monitor (the “Integrity Monitor Duties”), the performance of which the Company shall not direct or control:

- a. The Integrity Monitor shall monitor, audit and investigate the actions, conduct, operations, or omissions of the Company, or any of its key people, employees, subcontractors, consultants, suppliers, vendors, and affiliated businesses, focusing on, but not limited to the Company’s labor practices including compliance with minority business enterprise programs and the governmental procurement process and matters that, in the judgment of the Integrity Monitor or the City, may relate to the Company’s responsibility as a contractor working on City Contracts;
- b. The Integrity Monitor shall review any existing training of the Company’s key people and employees on the Code of Business Ethics adopted by the Company, as described in Article 3 below, to determine if such training is sufficient or if enhancements are needed or useful;
- c. The Integrity Monitor shall review the New York City PASSPORT forms for each proposed subcontractor retained by the Company during the Term of this Agreement in connection with City Contracts and make such other inquiries and examine such databases as it deems necessary to determine the integrity of each proposed subcontractor;
- d. The Integrity Monitor shall review the Company’s internal controls focusing on, but not limited to, the Company’s compliance with collective bargaining agreements and conduct a fraud risk, detection and prevention assessment of the Company’s internal controls and procedures to determine if any change or enhancement are necessary;
- e. During the Term of this Agreement, the Integrity Monitor shall conduct such audits and investigations as may be reasonable or appropriate to ensure:
 - i. the Company’s compliance with all local, state and federal criminal and civil laws, rules and regulations in connection with City Projects;
 - ii. the Company’s compliance with all material terms and conditions, including those relating to any insurance requirements, payment of prevailing wages, compliance with collective bargaining agreements, and M/WBE compliance in any agreement that the Company has entered into with any City Agency;
 - iii. that payroll reports and payment requisitions (and any other requests for payment of any kind) prepared by the Company for submission to the City or submitted by the Company to the City in connection with the construction or

rehabilitation of any City Projects are complete, accurate and truthful, and are based on information which is true, accurate and complete;

- iv. that, upon review of all requests for reimbursement of expenses submitted for approval to the Company in connection with construction and/or rehabilitation of any City Projects, the Company has made no reimbursements for expenses incurred in connection with providing any benefit or thing of value to any City officer or employee, or officer or employee of any other governmental agency or authority, or labor union other than lawful payment to an officer or employee of a labor union in compensation for such personal services as a Company employee; and
- v. that the Company and its key people comply with the terms and conditions of this Agreement.

2. The Integrity Monitor shall establish a twenty-four (24) hour “Hot-Line” telephone number to facilitate the reporting by the Company’s key people and employees of any suspected or actual improper illegal conduct.

3. Subject to the provisions of Section C(1) of this Article, in the event the Company believes that the Integrity Monitor is exceeding the scope of its duties hereunder, the Company may appeal to the City, through DOI, to limit the Integrity Monitor’s inquiries. During such time that DOI is considering such appeal, the Company shall not be obligated to comply with the request of the Integrity Monitor that the Company is appealing, unless DOI directs otherwise. DOI shall have the sole discretion to determine the appropriateness of the Integrity Monitor’s inquiries. DOI shall provide the Company with its reasons in writing in the event the work questioned by the Company is deemed appropriate by DOI under this Agreement.

D. Cooperation with the Integrity Monitor

1. The Company agrees that it will cooperate fully and completely with the Integrity Monitor in the discharge of the Integrity Monitor Duties hereunder and, except to the extent prohibited by a lawful collective bargaining agreement or applicable law, will condition continued employment of each of its key people and employees upon their full and complete cooperation with the Integrity Monitor in the discharge of the Integrity Monitor Duties herein.

2. The Company shall grant the Integrity Monitor the right to examine all books, records, files, accounts, computer records, documents, and correspondence relating to any City services or City Contracts, including electronically-stored information, in the possession or control of the Company, its subsidiaries, if any, and affiliated businesses which are at least fifty percent (50%) controlled or owned by any of the Company’s key persons, and any other company directly or indirectly controlled and operated by the Company, its shareholders, or its key people, insofar as those materials are sought by the Integrity Monitor pursuant to its duties, as described in Article 2(C) of Agreement, to the extent required in connection with the exercise of the Integrity Monitor duties, at the request of the City or the Integrity Monitor, the Company shall execute such documents, if any, as are necessary to give the City or the Integrity Monitor access to books, documents, or records that are under the control of the Company, in whole or in part, but not currently in the Company’s physical possession.

3. The Company and its key people and employees shall use their best efforts to assist the Integrity Monitor in obtaining access to past and present subcontractor, consultant, and supplier change order files (including detailed documentation covering negotiated settlements), accounts, computer records, documents, correspondence, and any other books and records in the possession of the Company's subcontractors, consultants, and suppliers as they relate to the rehabilitation or construction of any City Projects and any Future City Projects the Company may have during the term of this Agreement.

4. The Company shall also use its best efforts to assist the Integrity Monitor in obtaining access to, interviews with, and information from, former, current and future persons employed and/or retained by the Company, including, but not limited to, key people, employees and agents.

5. The Company shall provide all authorizations, permissions, and/or waivers requested of it by the Integrity Monitor for obtaining records pertaining to the Company relating to any City services or City Contracts, but not maintained by the Company, that the Company is entitled to possess by law including, but not limited to, bank records and credit reports, from the persons or entities that possess them, including, but not limited to, financial institutions and credit reporting agencies.

6. The Integrity Monitor shall refrain from disclosure of information that constitutes a trade secret or proprietary information of the Company or that would violate any agreements entered into with respect to any of the City Projects and that has been so identified by the Company with particularity, except in connection with the Integrity Monitor's making of a report pursuant to Article 2(E) of this Agreement. The disclosure of any written document prepared by or at the direction of the Company's counsel for the purpose of evaluating an M/WBE subcontractor's ability to perform a commercially useful function with respect to a trade secret or proprietary information shall not constitute a waiver of the Company's rights and privileges over such a document, including the Company's attorney-client privilege or attorney work-product protection.

7. To the maximum extent permitted by law, the Company shall indemnify and hold harmless the Integrity Monitor and DOI from any claim or action, including but not limited to reimbursing the Integrity Monitor or DOI for the cost of responding to any claim, complaint or subpoena arising out of the Integrity Monitor's activities, including but not limited to reasonable attorneys' fees.

8. The Company shall furnish the Integrity Monitor with access to, and exclusive use of, private, and secure work space, and access to adequate photocopying and communications equipment, at its offices and work spaces.

9. Within twenty (20) business days of the execution of this Agreement, the Company shall require all companies, subcontractors, or construction consultants of City Contracts, as a condition to their continuing to do business with the Company during any period beyond any existing contractual commitments, that are under the control of the Company and/or any of its key people, to adopt right-to-audit commitments in favor of the City and the Integrity Monitor, conferring rights and powers of the type outlined in Article 2(D) of this Agreement.

10. The Company shall maintain such records that it has or hereafter shall have pertaining to: (i) its subcontractors, construction consultants and suppliers; (ii) the workforces of its subcontractors, consultants and suppliers; and (iii) its own workforce, as the Integrity Monitor shall require. At the request of the Integrity Monitor, the Company shall demand of its subcontractors, consultants, and suppliers any back-up material or other books, records, or other documentation that the Company is permitted or empowered to demand, from its subcontractors, construction consultants, and suppliers by the terms of the Company's contracts with those persons and entities and shall submit said documentation received to the Integrity Monitor.

11. The Company shall adopt any reasonable recommendation made by the Integrity Monitor pursuant to Article 2(C) of this Agreement. The determination in the event of a dispute as to whether a recommendation of the Integrity Monitor is reasonable shall be solely within the discretion of the City, whose determination shall be final without review by any court or administrative tribunal.

E. Integrity Monitor Reporting

1. Subject to Article 2 of this Agreement, the Company agrees that the Integrity Monitor shall report to the City, through DOI, and, with the consent of DOI, to other appropriate governmental and law enforcement authorities, any suspected or actual criminal activity, or any suspected or actual unethical or irregular business activity, on the part of the Company, its key people, employees, subcontractors, construction consultants, suppliers or vendors, or on the part of labor officials, City or other government employees, or any other persons or entities, as well as any other matter adversely reflecting upon the Company's responsibility or business integrity.

2. The Company hereby authorizes the Integrity Monitor to make periodic verbal and/or written reports to DOI regarding the Integrity Monitor's activities, and it is further understood that the Integrity Monitor shall make periodic reports to DOI regarding the Company's activities and compliance with the terms of this Agreement without notice or disclosure to the Company. The Integrity Monitor shall report to the Company only to the extent authorized by DOI. The parties intend that Integrity Monitor reports to DOI shall constitute confidential investigative reports compiled for law enforcement purposes within the meaning of the New York Freedom of Information Law (N.Y. Public Officers Law Sections 84-90). Nevertheless, DOI may disseminate the Integrity Monitor reports, in DOI's sole discretion.

F. No Waiver/Impairment

Nothing in this Agreement shall impair or waive any existing rights of the City to audit, investigate, and evaluate past, current and future acts of the Company. The Company agrees to cooperate fully with any such audits or investigations commenced by the City with respect to the Company operations.

Article 3 CODE OF BUSINESS ETHICS

A. Implementation of a Code of Business Ethics

Within thirty (30) business days from the date of the execution of this Agreement, the Company shall draft and implement a Code of Business Ethics (the “Code”), or submit a pre-existing Code to the Integrity Monitor for approval. Upon the Integrity Monitor’s review of the Code and DOI’s approval thereof on behalf of the City, the provisions of the Code shall apply to and be binding upon the Company, its key people and its employees, and shall form a part of this Agreement as if fully set forth in this Agreement. The Code shall include, at a minimum:

1. Standards for the Company’s key people and employees to follow in their business dealings, specifically concerning violation of law, conflicts of interest, bribery, payment of gratuities, M/WBE fraud, and any other criminal or unethical act, which shall make it a violation of the Code for the Company or any of their respective current or future key people or employees to intentionally:
 - a. Fail to strictly comply with all laws, rules and regulations relevant to the performance of any City Contracts that they may enter into with any City Agency, including but not limited to those related to (i) payment of prevailing wages; and (ii) worker and workplace health and safety;
 - b. Fail to take reasonable measures to ensure that employees and subcontractors possess all required current and valid licenses and permits;
 - c. File with a government office or employee a written instrument that contains a false statement, false information, and/or a false claim;
 - d. Falsify business records;
 - e. Violate the City’s Procurement Policy Board Rules;
 - f. Induce or attempt to induce a City employee to violate Chapter 68 of the New York City Charter, or engage in any conduct that would constitute a conflict of interest under the Code;
 - g. Give, or offer to give, gifts, money, gratuities, or any other benefit to any public servant, including, but not limited to, a public servant who is an employee or official of a political subdivision or governmental entity with which the Company currently conducts, has conducted, or may conduct business;
 - h. Give, or offer to give, money, gratuities, or any other benefit to a labor official, including, but not limited to, an official in a labor organization and/or labor official that has represented, represents, or may represent the Company or its employees, except that nothing herein shall prohibit the Company’s employees from giving a gift that is customary on family and social occasions to a family member or a close personal friend;

- i. Solicit or accept personal kickbacks, rebates or any form of “under-the-table” payment, either directly or indirectly, in connection with any contract between the Company and the City, including cash payments and any other service or thing of value which may be intended to influence the actions of such person;
 - j. Make, attempt to make, or execute any agreement, or participate in any scheme, that seeks to rig bids, restrain trade by collusion or unfair trade or labor practices, or prevent the lowest responsible bidder from obtaining a contract, except that nothing herein shall prevent the Company from lawfully protesting an award to another bidder deemed by the City to be the lowest responsible bidder;
 - k. Take any actions that are in conflict with the Company’ obligations under any contract between the Company and the City or any subcontract between the Company and another individual or entity for work on a City project; or
 - l. Intentionally breach any contract between the Company and the City or any subcontract between the Company and another individual or entity for work on a City project.
2. A requirement that the Company promptly notify DOI in the event that during the Term hereof, the Company or any of their respective key people, or employees, are: (a) subpoenaed, interviewed, questioned, or otherwise contacted by any government agency, official, and/or employee in connection with any investigation or proceeding involving, or related to, allegations of a lack of honesty or business integrity, whether of a criminal, civil, or administrative nature, whether or not the Company and/or any of its respective key people, employees, or agents are, or are believed to be, the subject or target of any such investigation or proceeding, or (b) notified or otherwise learn that the Company and/or any of its respective key people, agents, or employees, are under investigation for any alleged violation of criminal law related to or concerning the business activities of the Company.
3. A requirement that the Company and their respective key people and employees must within five (5) business days report to the City, as provided in Article 6(F) hereof, (a) any suspected or actual illegal or unethical conduct or other impropriety with respect to any government or private contract, including, but not limited to, any contract between the Company and the City, and (b) any suspected or actual crime related to or concerning the business activities of the Company, whether allegedly committed or in fact committed by a key person or employee of the Company, a subcontractor, vendor, labor official, City employee, other government employee, or anyone else.
4. A policy that the Company will diligently investigate the nature of any charges of criminal activity made by a government investigative or prosecutorial agency against any the Company key person or employee to determine whether such charges concern business-related activities or would otherwise bear upon the business integrity of the Company , and a commitment that, in the event that such charges concern business-related activities or would otherwise bear upon the business integrity of the Company shall, except to the extent prohibited by a lawful collective bargaining agreement or applicable law, terminate or place such key person or employee on a leave of absence pending resolution of the criminal charges against such key person or employee and, upon conviction, terminate such person.

5. To facilitate reporting of any suspected or actual illegal or unethical conduct or other impropriety with respect to any government or private contract, each copy of the Code must prominently display the Company's twenty-four (24) hour "Hot-line" telephone number designated by the Integrity Monitor for use by individuals to make reports of such improper conduct. The fact of any such report of illegal or improper conduct, together with its contents, shall not be reported to any person or entity other than the Integrity Monitor or DOI, unless otherwise required by law or directed by DOI, or directed by the Company's Code of Business Ethics, or any other integrity monitoring or auditing agreement between the Company and any other governmental agency, and must be kept in confidence by the key people and employees who obtain knowledge thereof, except any such report may be communicated to the Company's legal counsel upon the condition that it be maintained as confidential information of the client.

6. Within twenty (20) business days after the execution of this Agreement and for every year thereafter, during the term of this Agreement, the Company and each of its key people shall separately certify to DOI that they are in compliance with all requirements and obligations applicable to them pursuant to this Agreement and the Code. Each such certification shall be in the form of an affidavit and shall be submitted to DOI at the address designated in Article 6 of this Agreement.

B. Distribution of the Code of Business Ethics

1. Within twenty (20) business days after the City approves the Code, the Company shall have furnished to each of its key people and employees a copy of the Code and shall have obtained, and maintained on file, a signed receipt and undertaking from each key person and employee, acknowledging that said individual has received a copy of the Code, has read it, and agrees to abide by its provisions. The Company shall deliver to the City certification of its compliance with the obligations set forth in this Article 3(B) within twenty (20) business days of such compliance, and shall provide a copy of the Code to, and obtain a signed receipt from, any new Company key person or employee within twenty (20) business days of such person's engagement or hiring. The Company shall provide at least annual training that has been approved by the Integrity Monitor regarding the Code to all current key people and employees working on City Projects.

2. The Company shall conspicuously post a copy of the Code and/or incorporate the terms of the Code into its employee handbook, to be distributed to its employees, including those working on City Projects, during the Term of this Agreement.

3. The Company shall also furnish a copy of the Code to each of its subcontractors on the City Projects during the Term of this Agreement.

Article 4 VIOLATION OF AGREEMENT OR OTHER LAW, RULES AND REGULATIONS

A. The City's Powers

1. The Company acknowledges the power and authority possessed by the City to assess the responsibility of contractors in connection with the awarding of contracts. Nothing in this Agreement shall be deemed to waive, diminish, or affect the power, authority, or rights of the City, arising under any provision of law, including, but not limited to, the General Municipal Law, the

Charter of the City of New York, the Rules of the Procurement Policy Board, New York State law, federal law, and/or common law, equity, and/or any statute, and/or arising under any City Contract, or any other source of authority, to assess the responsibility of the Company as a condition of the Company entering into Future Contracts with the City, or to seek suspension, disqualification, or debarment of the Company on any grounds that currently exist or may exist in the future, or to seek any action authorized by any contract and/or by law, including, but not limited to, termination of any City Contracts or other contracts entered into between a City Agency and the Company, as warranted on any grounds that currently exist or may exist in the future.

2. The Company acknowledges and understands that this Agreement may not be used by the Company as evidence in any proceeding or action, including any appeal made pursuant to Title 9, Chapter 2, of the Rules of the City of New York (Rules of the Procurement Policy Board) or any Article 78 proceeding, to demonstrate that the Company cannot be found non-responsible by any City Agency or any action seeking damages or declaratory or injunctive relief.

B. Non-Responsibility Determinations

The Company hereby agrees that a violation of any of the terms and conditions of this Agreement by it, or that the breach or falsity of any promise or covenant made by it in this Agreement, shall, by itself, constitute an adequate and sufficient ground for any determination by the City that the Company is not a responsible bidder. However, notwithstanding the foregoing sentence, in the event of the violation by the Company of an obligation arising under Articles 2(B), 2(D)(1), 2(D)(2) of this Agreement, such violation shall be deemed to constitute an adequate and sufficient ground for a determination by the City that the Company is not a responsible bidder, only if the Company has failed to cure such violation within ten (10) business days of receipt of written notice from the City or the Integrity Monitor of the violation by the Company of such obligation, or if such violation is not reasonably capable of cure during such ten (10) business day period, then the Company has diligently commenced to cure such violation during such ten (10) business day period.

C. Events of Default

If any of the following events shall occur, it shall constitute an “Event of Default” under this Agreement, provided, however, that the matters referenced in the “Whereas” Clauses will not be deemed the basis for an “Event of Default” under paragraph 5, below:

1. The Company violates any of the covenants, terms or conditions of this Agreement, or fails to observe any of its obligations hereunder; provided that a violation by the Company of any of the terms and conditions of Article 2(B), Article 2(D), Article 3 and Article 5(A) of this Agreement shall not constitute an Event of Default unless and until the City shall have first given the Company written notice of such violation and the Company shall have failed to cure such violation within ten (10) business days after receipt of such notice. If such violation is not reasonably capable of cure during such ten (10) business day period, then in the event the Company has diligently commenced to cure such violation during such ten (10) business day period it shall not be deemed an event of default; or

2. The failure of the Managing Director and/or Trustee comply with the terms of the Agreement pursuant to paragraph 5 of Article 1(B).

3. The Company makes any representation or warranty hereunder which it knew, or should have known (after reasonable inquiry) was false or misleading when made; or

4. An indictment or other criminal charging instrument, other than the indictments referenced in the Whereas Clauses, is filed against the Company, or any of the Company's affiliated businesses, and/or any of its key people, or the businesses of its past,⁶ present or future key people, for an alleged crime that concerns the Company-related conduct involving a lack of honesty or integrity, or of its management employees, for a crime demonstrating a lack of integrity; or

5. A conviction of the Company, or any of its affiliated businesses, and/or any of the Company's past, present, or future key people, or the businesses of its key people, of a crime that concerns the Company-related conduct involving a lack of honesty or integrity, or of its management employees, for a crime demonstrating a lack of integrity; or

6. An adverse finding is made against the Company, or any of its affiliated businesses, and/or any of its key people, or management employees, or the businesses of its past, present or future key people, or management employees, by any local, state or federal governmental unit, which demonstrates a lack of honesty or integrity and that concerns the Company-related activity, or which has a direct relation to the Company's integrity, fitness or ability to perform the services required under a City Contract.

D. Procedure Upon Event of Default

If the City elects, based on the occurrence of an Event of Default, to proceed to default the Company, the City shall give written notice to the Company by email, mail, or hand delivery to the office of the Company and its legal counsel at the address or number set forth below in Article 6(F) identifying the Event of Default and stating that the City intends to declare the Company in default of this Agreement. The notice shall schedule a meeting no sooner than three (3) business days later at which the Company will have an opportunity to explain to the City why a declaration of default should not occur. The meeting shall not be a formal evidentiary hearing, and there shall be no presentation of witnesses or cross-examination. Following the meeting, the City shall determine whether to declare the Company in default of this Agreement, and shall provide a written copy of its determination to the Company by email, mail, or hand delivery to the office of the Company and its legal counsel at the address or number set forth below in Article 6(F).

E. Remedies Upon Declaration of Default

If, pursuant to Article 4 of this Agreement, the City declares that the Company is in default of the Agreement, the City may, in its sole discretion and in addition to any other right or remedy provided by contract, or available at law or in equity:

1. Terminate the City Contracts in whole or in part, upon written notice to the Company, the Company hereby expressly agreeing that any such declaration of default shall constitute good and sufficient grounds to terminate the City Contracts between the Company and a City Agency for cause, provided, however, that if the declaration of a default would prevent or delay the completion of the

⁶ "Past" as used in this Article to modify "key people or key person" shall refer to anyone who has been a key person as defined in this Agreement at any time during the five (5) years prior to the date of this Agreement.

construction or rehabilitation of affordable housing, the City shall fashion an alternative remedy for the breach;

2. Be entitled to payment by the Company of all damages resulting from that default, including, but not limited to: the cost to the City to determine the existence of the default and the cost to the City to cure the default and otherwise make the City whole, including, without limitation, all costs to the City of completing the work under the City Contracts beyond the funds remaining under the City Contracts between the Company and a City Agency (“the City’s Damages”). In addition to any other remedy the City may have, the Company hereby agrees that the City may offset the amount the City’s Damages from any money the City then owes or may in the future owe to the Company or to any of its principals, under the City Contracts that the Company may enter into with a City Agency after the date of this Agreement.

F. Effect of City’s Determination

The determination of the City as to all issues, questions, and disputes of any nature in connection with this Agreement, including, without limitation, whether the Company is in violation of this Agreement and/or in default of this Agreement and thereby in default of any City Contracts, shall be final and binding on the parties and subject to challenge only by means of a proceeding pursuant to Article 78 of the New York Civil Practice Law and Rules brought in a New York State court of competent jurisdiction, it being understood and agreed that the review of the Court shall be limited to the question of whether the determination that the Company is in default is arbitrary, capricious, or an abuse of discretion. The Company specifically waives any right it may have to seek injunctive or equitable remedies, including mandamus, prohibition, or similar relief with respect to the City’s solicitation for, awarding, execution, or registration of any contracts involving any entity other than the Company; the termination or defaulting of the Company under any City Contract; and/or the solicitation for, award, execution or registration of any contract to complete work required to be performed under a contract. The foregoing waiver shall apply only with respect to causes of action asserted, or relief sought, by the Company, arising from or relating to any action or determination by the City pursuant to Articles 4(C), 4(D), and 4(E) of this Agreement.

G. No Waiver by City

The City’s failure to consider or delay consideration of whether conduct, an event or a transaction constitutes a violation of this Agreement by the Company, and/or a default of this Agreement and thereby a default, shall not be deemed a waiver of the City’s right to make any such determination pursuant to the terms of this Agreement. The City’s failure to consider or delay consideration of whether the express condition precedent referred to in this Article 4(G) of this Agreement occurred shall not excuse such nonoccurrence or constitute a waiver excusing such nonoccurrence.

Article 5 OTHER SPECIAL REQUIREMENTS

A. City's Approval of New Hires

The Company shall submit to the City, through DOI, for its approval the name of any key people it hereafter wishes to employ or rehire in a management capacity⁷ or as a construction consultant to the extent such approval is not prohibited by a lawful collective bargaining agreement. Such hiring by the Company will be subject to the City's approval for a period coextensive with the Term to the extent permitted by any applicable lawful collective bargaining agreement. The grant or denial of such approval will be in the sole discretion of the City without the need for any reason to be given, but such approval shall not be unreasonably withheld, delayed or conditioned.

B. Discharge of Employees Involved In Criminal Conduct In Connection With City Contracts

The Company agrees that key people who are or become involved in criminal or illegal conduct in connection with the performance of work on the City Projects will be discharged by the Company, except as otherwise provided in applicable law or in an existing, valid collective bargaining agreement, in which case the Company will invoke all provisions of said collective bargaining agreement allowing discharge.

C. Discharge of Repayment of Debts Owed the City

The Company agrees that it will expeditiously repay the City any money or debt that the Company may in the future owe to the City when and as such debt is incurred. The Company represents that as of the date of this Agreement, the Company does not owe the City any money or debt. Failure by the Company to comply with this requirement shall constitute an event of default under the terms of this Agreement where the Company has failed to cure such violation or otherwise take appropriate legal action within ten (10) business days of receipt of written notice from the City of the debt or payment becoming due. The default provisions of this section shall not apply to any dispute over payments in connection with a City contract or financing agreement that have not been reduced to a judgment, lien or other legal order of a court or to any such agreement to which the Company is not a party.

D. Books and Records

During the Term, the Company will maintain its books and records in accordance with Generally Accepted Accounting Principles (GAAP) and shall retain a certified public accountant in good standing who shall prepare audited and certified annual financial statements.

Article 6 MISCELLANEOUS MATTERS

A. This Agreement will be binding upon the successors and assigns of the Company and upon any company or concern with which it may merge or enter into a joint venture or by which it may be acquired.

⁷ For purposes of this agreement, a person acting in a "management capacity" refers to someone who has authority: (i) to bind the company; (ii) to hire and fire employees; and/or (iii) to make overall company policy.

- B.** This Agreement constitutes the full agreement between the parties and its terms may not be changed orally. Each provision of this Agreement is a material provision.
- C.** Each of the undersigned signatories covenants and represents that it is authorized to enter into this Agreement with full force and effect on behalf of the party represented.
- D.** If any part of this Agreement is found to be invalid, the other portions shall remain in full force and effect.
- E.** The headings and numbering contained in this document are for convenience only and do not constitute any part of the parties' Agreement.
- F.** Any communication or other written notification or report required by or prepared pursuant to this Agreement shall be made, emailed, mailed, or delivered as set forth below:

To DOI:

Cynthia Irizarry, Esq.
Inspector General, Vendor Integrity
NYC Department of Investigation
180 Maiden Lane
New York, NY 10038
Phone: (212) 825-7316
Email: CIrizarry@doi.nyc.gov

Andrew Brunsden, Esq.
Deputy Commissioner and General Counsel
New York City Department of Investigation
180 Maiden Lane
New York, NY 10038
Phone: (212) 825-2508
Email: ABrunsdn@doi.nyc.gov

To the Company:

Alison Bianchi
Managing Director
Dragonetti Brothers Landscaping, Nursery, & Florist, Inc.
Address: 9715 Avenue L
Brooklyn, NY 12236
Phone: (212) 451-1300
Email: Alison@dragonettibrothers.com

Andrew M. Lankler, Esq.
Baker, Botts, LLP
30 Rockefeller Plaza
New York, NY 10112

Phone: 212-408-2516

Email: andrew.lankler@bakerbotts.com

G. This Agreement shall remain in effect for the Term, unless terminated earlier by the City or superseded by a subsequent agreement between the City and the Company after which it shall be null and void and of not further force and effect.

H. This Agreement is for the benefit of the undersigned parties only and is not for the benefit of any other person or entity who is not a party to this Agreement.

I. The provisions of this agreement are in addition to and do not supplant or limit any rights, causes of action or remedies which the City may have as against the Company.

J. This Agreement may be executed in counterparts.

[The remainder of this page is intentionally left blank]

CORPORATE CERTIFICATE OF AUTHORITY

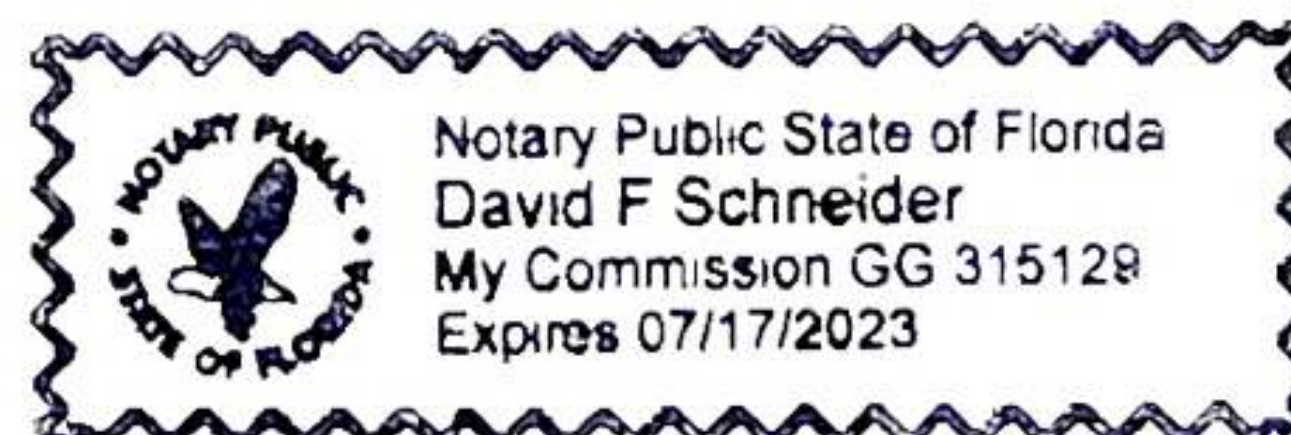
The following signatures shall be deemed to have been provided with full knowledge that this Agreement will become a part of the records of the City of New York, through the NYC Department of Investigation and that the City will rely on the truth and accuracy of the representations contained herein in awarding and approving City Contracts and subcontracts. Furthermore, knowingly submitting a false statement in connection with any of the foregoing may subject Dragonetti Brothers Landscaping, Nursery, & Florist, Inc. the undersigned officer to criminal charges, including charges for violation of New York State Penal Law Sections 175.35 (Offering a False Statement for Filing) and 210.40 (Sworn False Statement), and/or Title 18 U.S.C. Sections 1001 (False or Fraudulent Statement) and 1341 (Mail Fraud).

STATE OF FLORIDA)SS:COUNTY OF BROWARD)

NICHOLAS DRAGONETTI, being duly sworn, deposes and says that s/he is President of Dragonetti Brothers Landscaping, Nursery, & Florist, Inc. and that s/he has been properly authorized by the corporation, pursuant to the by-laws and resolutions of said corporation, to enter into this Agreement on its behalf.

Subscribed and sworn to before me this
24 day of Feb, 2022

David F. Schneider
 Notary Public



STATE OF _____)

SS:COUNTY OF _____)

VITO DRAGONETTI, being duly sworn, deposes and says that s/he is _____ of Dragonetti Brothers Landscaping, Nursery, & Florist, Inc. and that s/he has been properly authorized by the corporation, pursuant to the by-laws and resolutions of said corporation, to enter into this Agreement on its behalf.

Subscribed and sworn to before me this
 _____ day of _____, 2022

 Notary Public

CORPORATE CERTIFICATE OF AUTHORITY

The following signatures shall be deemed to have been provided with full knowledge that this Agreement will become a part of the records of the City of New York, through the NYC Department of Investigation and that the City will rely on the truth and accuracy of the representations contained herein in awarding and approving City Contracts and subcontracts. Furthermore, knowingly submitting a false statement in connection with any of the foregoing may subject Dragonetti Brothers Landscaping, Nursery, & Florist, Inc. the undersigned officer to criminal charges, including charges for violation of New York State Penal Law Sections 175.35 (Offering a False Statement for Filing) and 210.40 (Sworn False Statement), and/or Title 18 U.S.C. Sections 1001 (False or Fraudulent Statement) and 1341 (Mail Fraud).

STATE OF Florida)
SS:COUNTY OF Collier)

NICHOLAS DRAGONETTI, being duly sworn, deposes and says that s/he is _____ of Dragonetti Brothers Landscaping, Nursery, & Florist, Inc. and that s/he has been properly authorized by the corporation, pursuant to the by-laws and resolutions of said corporation, to enter into this Agreement on its behalf.

Subscribed and sworn to before me this
_____ day of _____, 2022

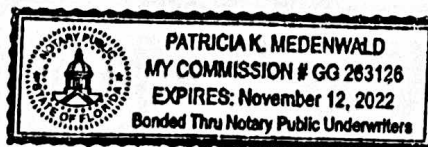
Notary Public

STATE OF Florida)
SS:COUNTY OF Collier)

VITO DRAGONETTI, being duly sworn, deposes and says that s/he is owner of Dragonetti Brothers Landscaping, Nursery, & Florist, Inc. and that s/he has been properly authorized by the corporation, pursuant to the by-laws and resolutions of said corporation, to enter into this Agreement on its behalf.

Subscribed and sworn to before me this
24 day of Feb., 2022

Patricia K. Medenwald
Notary Public



STATE OF New York)
SS:COUNTY OF Kings)

ALISON BIANCHI, being duly sworn, deposes and says that s/he is Managing Director of Dragonetti Brothers Landscaping, Nursery, & Florist, Inc. and that s/he has been properly authorized by the corporation, pursuant to the by-laws and resolutions of said corporation, to enter into this Agreement on its behalf.

Subscribed and sworn to before me this
24th day of February, 2022

Fran Longo
Notary Public

FRAN LONGO
Notary Public, State of New York
Registration #01LO6108018
Qualified In Kings County
Commission Expires April 12, 2024

For: DRAGONETTI BROTHERS LANDSCAPING, NURSERY, & FLORIST, INC.

Nicholas Dragonetti
Title:

Dated: _____, 2022

By:

Vito Dragonetti
Title:

Dated: _____, 2022

By:

Alison Bianchi
Alison Bianchi
Managing Director

Dated: 2/24/, 2022

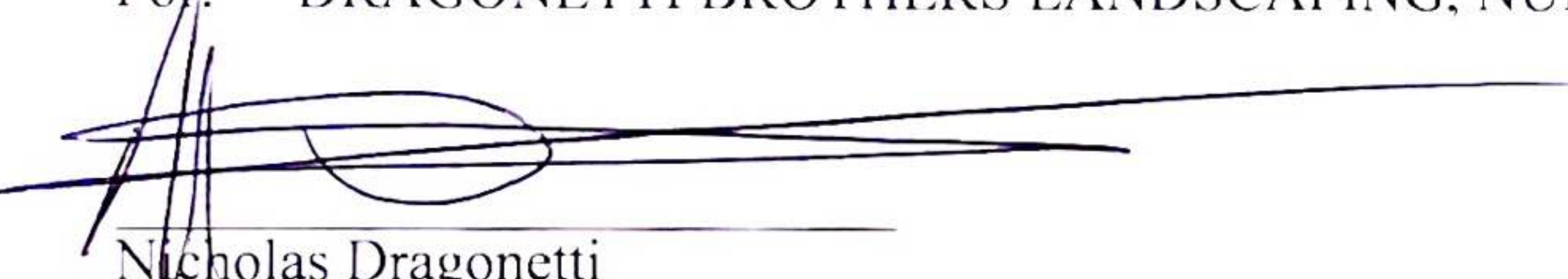
STATE OF _____)
)
SS:COUNTY OF _____)

ALISON BIANCHI, being duly sworn, deposes and says that s/he is _____ of Dragonetti Brothers Landscaping, Nursery, & Florist, Inc. and that s/he has been properly authorized by the corporation, pursuant to the by-laws and resolutions of said corporation, to enter into this Agreement on its behalf.

Subscribed and sworn to before me this
_____ day of _____, 2022

Notary Public

For: DRAGONETTI BROTHERS LANDSCAPING, NURSERY, & FLORIST, INC.



Nicholas Dragonetti
Title:

Dated: 2/24, 2022

By:

Vito Dragonetti
Title:

Dated: _____, 2022

By:

Alison Bianchi
Managing Director

Dated: _____, 2022

Dragonetti Monitor Agreement

STATE OF _____)

SS:COUNTY OF _____)

ALISON BIANCHI, being duly sworn, deposes and says that s/he is _____ of Dragonetti Brothers Landscaping, Nursery, & Florist, Inc. and that s/he has been properly authorized by the corporation, pursuant to the by-laws and resolutions of said corporation, to enter into this Agreement on its behalf.

Subscribed and sworn to before me this
_____ day of _____, 2022

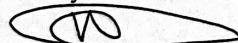
Notary Public

For: DRAGONETTI BROTHERS LANDSCAPING, NURSERY, & FLORIST, INC.

Nicholas Dragonetti
Title:

Dated: _____, 2022

By:



Vito Dragonetti
Title:

Dated: 2-24, 2022

By:

Alison Bianchi
Managing Director

Dated: _____, 2022

For:

The NYC DEPARTMENT OF INVESTIGATION

By:



Daniel G. Cort

Acting Commissioner

New York City Department of Investigation

Dated: February 24, 2022

Approved as to form:

Dated: _____, 2022

By:

Steve Stein Cushman

First Assistant Corporation Counsel

New York City Law Department

For:
The NYC DEPARTMENT OF INVESTIGATION

By:

Daniel G. Cort
Acting Commissioner
New York City Department of Investigation

Dated: _____, 2022

Approved as to form:

Dated: 2/17, 2022

By:



Steve Stein Cushman
First Assistant Corporation Counsel
New York City Law Department

DISTRICT ATTORNEY

COUNTY OF NEW YORK

ONE HOGAN PLACE

New York, N. Y. 10013



ALVIN L. BRAGG, JR.

PLEA AGREEMENT

People v. Dragonetti Brothers Landscaping Nursery & Florist, Inc. and Nicholas Dragonetti
Indictment Number 2511/2021

1. This document is the plea agreement ("Agreement") between the District Attorney of the County of New York ("District Attorney"), and Dragonetti Brothers Landscaping Nursery & Florist, Inc. ("DBLNF") and Nicholas Dragonetti (collectively, the "Defendants"). This Agreement constitutes the entire agreement between the District Attorney and the Defendants. There are no promises, agreements, or conditions, express or implied, other than those set forth in this document. No modification, deletion or addition to this Agreement will be valid or binding on either party unless put into writing and signed by all parties.

2. This Agreement will take effect when and if approved by the Court presiding over the People v. Dragonetti Brothers Landscaping Nursery & Florist, Inc. et. al., New York County Indictment Number 2511/2021 (the "Indictment").

3. DBLNF agrees to plead guilty to one count of Insurance Fraud in the ~~First~~ ^{Second} Degree, in violation of Penal Law § ~~176.30~~ ^{176.25}, a class ~~B~~ ^C felony, in full satisfaction of the Indictment.

4. The District Attorney will move to reduce Count 2 of the Indictment, charging Nicholas Dragonetti with Offering a False Instrument for Filing in the First Degree, to the lesser included count of Offering a False Instrument for Filing in the Second Degree, in violation of Penal Law § 175.30, a class A misdemeanor, in full satisfaction of the Indictment. All remaining counts will be dismissed as covered.

5. At the time of the plea, the Defendants shall waive their right to challenge any dollar amount stated in this Agreement. They shall also waive their right to appeal this conviction, and sign a "Waiver of Right to Appeal" form provided by the District Attorney.

The Defendants agree to relinquish their appellate rights as an acknowledgment of the favorable pleas and sentences they are receiving.

6. As long as the Defendants meet the terms and conditions set forth herein, and subject to approval from the Court, the sentences shall be as follows:

Restitution:

- a. Payment of \$1,126,576.76 in restitution to the New York State Insurance Fund (“NYSIF”). The Defendants agree to pay the entire sum at the time of their guilty pleas, via certified check made payable to the NYS Insurance Fund, Policy #22284830 (DCI 19110455).

Voluntary Debarment:

- b. As part of their sentences, the Defendants shall agree to voluntary debarment for a period of three years from New York City Department of Design and Construction (“DDC”) projects pursuant to the terms described in the voluntary Debarment Agreements attached to this plea agreement as Exhibit A and Exhibit B and incorporated herein.

Conditional Discharge:

- c. The Defendants will be sentenced to a three-year conditional discharge, a condition of which is that the Defendants will, through their attorneys, disclose their names on the City of New York’s PASSPort platform in compliance with the Debarment Agreement referred to in paragraph 6(b) above.
7. At the time of his plea, Nicholas Dragonetti shall allocute to the following:
- a. I am the president of Dragonetti Brothers Landscaping Nursery & Florist, Inc., a landscaping company that regularly performs contract work for the City of New York.
 - b. I applied for and was awarded contracts with the New York City Department of Design and Construction (DDC), which required excavation and concrete work.
 - c. Between 2017 and 2020, I failed to accurately report the nature of the work performed by my employees to the New York State Insurance Fund (NYSIF).
 - d. Through this misclassification, I evaded over \$1 million in insurance premiums owed to NYSIF for DBLNF’s workers’ compensation insurance.

8. At the time of its plea, DBLNF shall allocute, through its attorney, to the following:

- a. Dragonetti Brothers Landscaping Nursery & Florist, Inc. (DBLNF) is a landscaping company that regularly performs contract work for the City of New York. Nicholas Dragonetti is its president.
- b. DBLNF applied for and was awarded contracts with the New York City Department of Design and Construction (DDC), which required excavation and concrete work.
- c. Between 2017 and 2020, DBLNF failed to accurately report the nature of the work performed by their employees to the New York State Insurance Fund (NYSIF).
- d. Through this misclassification, DBLNF evaded over \$1 million in insurance premiums owed to NYSE for their workers' compensation insurance.

9. This Agreement is subject to the approval of the Court, and is conditioned upon the Court's acceptance of the Agreement. In the event that the Court does not approve this Agreement, nothing in the Agreement may be used against the Defendants in connection with any prosecution or proceeding.

10. If the Defendants do not comply with the terms of this Agreement as detailed in paragraph 6a-c, the District Attorney and the Court shall not be bound by the Agreement, and the District Attorney may seek any lawful sentence in connection with the crime to which the Defendants have pleaded guilty. The Defendants further acknowledge and understand that if they violate any term or condition stated in this Agreement, including to pay the required amount of restitution, the Court can and will impose any lawful sentence, and that the Court may impose that sentence in the absence of the Defendants.

11. This Agreement is limited to the District Attorney and cannot bind other government agencies, except as stated in the attached Debarment Agreement, which is annexed hereto as Exhibit A and Exhibit B. Likewise, this Agreement does not prevent NYSE from seeking any outstanding payments or penalties owed by the Defendants now or in the future, if any, for time periods outside of those covered by this Agreement.

12. Notwithstanding any of the foregoing, the Defendants do not waive any privilege they may have with respect to the attorney-client privilege, the attorney work product

doctrine, or any other legally recognized privilege.

13. This Agreement shall be kept confidential until the date of the plea. At that time, this Agreement will be made part of the court record.

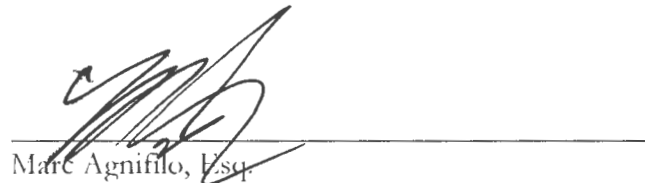
14. The defendants' and their counsels' signatures below constitute proof that the Defendants enter into this plea agreement knowingly, intelligently, and voluntarily after a full and sufficient opportunity to consult with their undersigned counsel.

Dated: October 14, 2022
New York, New York

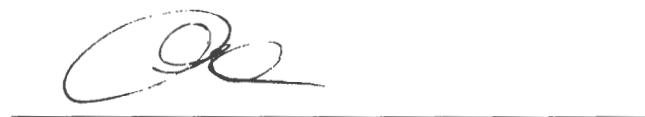
**Agreed And Consented To On Behalf of Dragonetti Brothers Landscaping Nursery
& Florist, Inc. and Nicholas Dragonetti:**



Nicholas Dragonetti



Marc Agnifilo, Esq.
Attorney for Nicholas Dragonetti



Andrew Lankler, Esq.
Attorney for Dragonetti Brothers Landscaping Nurseries & Florist, Inc.



Rachana Pathak
Assistant District Attorney

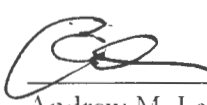
Exhibit A: DEBARMENT AGREEMENT
People v. Dragonetti Brothers Landscaping Nurseries & Florist, Inc
Indictment No. 2511/2021

1. Dragonetti Brothers Landscaping Nurseries & Florist, Inc. (“DBLNF”), charged in New York County Indictment No. 2511/2021 with one count of Insurance Fraud in the First Degree, PL § 176.30, two counts of Offering a False Instrument for Filing in the First Degree, PL § 175.35(1), two counts of Penalties for Fraudulent Practices, WC § 114(3), and one count of Penalties for Fraudulent Practices, WC § 96 (1), for defrauding the New York State Insurance Fund (“NYSIF”), hereby enters into this voluntary debarment agreement (“Debarment Agreement”) as part of its plea agreement (attached hereto).
2. By its attorney, DBLNF enters into this Agreement in exchange for a more favorable disposition in connection with New York County Indictment No. 2511/2022. Specifically, pursuant to its plea agreement, DBLNF will enter a plea of guilty to a single felony count of Insurance Fraud in the First Degree, PL § 176.30, and will be sentenced to a three-year conditional discharge. As part of its plea agreement, DBLNF agrees to voluntary debarment from contracts awarded by the New York City Department of Design and Construction (“DDC”), meaning that it agrees that it or any firm, corporation, partnership, or association in which it has a substantial interest (defined for purposes of this Agreement as ten percent or a greater percentage of ownership) is ineligible to apply for or receive any contract or subcontract awarded by DDC. DBLNF agrees to send its name to DDC to be put on the internal debarment list maintained DDC. While on the debarment list, DBLNF also agrees to refrain from applying for or receiving any contract or award in connection with any public works project involving funding by the DDC.
3. The debarment will be in effect for three years from the date of sentencing. DBLNF must disclose this debarment on the City of New York’s PASSPort platform. A failure to do so shall constitute a breach of the Debarment Agreement and the plea agreement, and will be reported to the sentencing Court.
4. DBLNF waives any right to a hearing, pursuant to 29 C.F.R. § 5.12, as to whether this debarment action should be taken, and waives its right to challenge this debarment, or to request relief from debarment and removal from the debarment list prior to the expiration of the three-year period. DBLNF understands that this voluntary debarment will be unaffected by any remedy it should pursue, such as a certificate of relief from civil disabilities pursuant to Articles 23 and 23-A of the New York State Correction Law, following its conviction in connection with Indictment No. 2511/2021.

5. DBLNF hereby acknowledges and warrants that its representatives have carefully read this Agreement, all of its terms and conditions, and understand its binding effect. DBLNF further acknowledges and warrants that its representatives have been afforded sufficient time and opportunity to review this Debarment Agreement, that they have had an opportunity to negotiate the terms of this Agreement, and that they have signed this Agreement knowingly, freely, and voluntarily without threat or promise, except as stated in the plea agreement entered into this same day in connection with Indictment No. 2511/2021.

Dated: 10/14/22
New York, New York

Agreed And Consented To By The Defendant:

Andrew M. Lankler

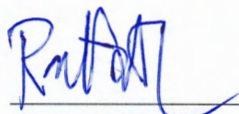
Joseph Perry

Marc Agnifilo

Andrea Zellan

~~Joseph Corozzo~~ 

Attorneys for Dragonetti Brothers Landscaping Nurseries & Florist, Inc.



Rachana Pathak

Assistant District Attorney

Exhibit B: DEBARMENT AGREEMENT

People v. Nicholas Dragonetti

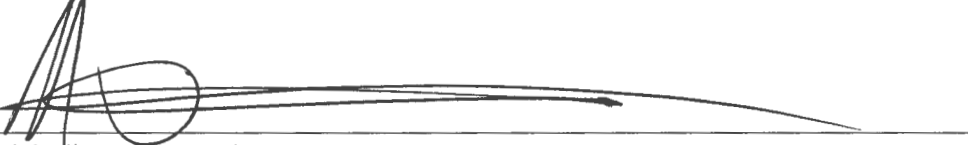
Indictment No. 2511/2021

1. Nicholas Dragonetti, charged in New York County Indictment No. 2511/2021 with one count of Insurance Fraud in the First Degree, PL § 176.30, two counts of Offering a False Instrument for Filing in the First Degree, PL § 175.35(1), two counts of Penalties for Fraudulent Practices, WC § 114(3), and one count of Penalties for Fraudulent Practices, WC § 96 (1), for defrauding the New York State Insurance Fund (“NYSIF”), hereby enters into this voluntary debarment agreement (“Debarment Agreement”) as part of his plea agreement (attached hereto).
2. Nicholas Dragonetti enters into this Debarment Agreement in exchange for a more favorable disposition in connection with Indictment No. 2511/2022. Specifically, pursuant to his plea agreement, Nicholas Dragonetti will enter a plea of guilty to a single misdemeanor count of Insurance Fraud in the Fifth Degree, PL § 176.10, and will be sentenced to a three-year conditional discharge. As part of his plea agreement, Nicholas Dragonetti agrees to voluntary debarment from contracts awarded by the New York City Department of Design and Construction (“DDC”), meaning that he agrees that he or any firm, corporation, partnership, or association in which he has a substantial interest (defined for purposes of this Agreement as ten percent or a greater percentage of ownership) is ineligible to apply for or receive any contract or subcontract awarded by DDC. Nicholas Dragonetti agrees that his name will be sent to DDC to be put on the debarment list maintained by DDC, as described more particularly below. While on the debarment list, Nicholas Dragonetti also agrees to refrain from applying for or receiving any contract or award in connection with any public works project involving funding by the DDC.
3. This debarment will be for a three-year period from the date of sentencing. Nicholas Dragonetti must disclose this debarment on the City of New York’s PASSPort platform. A failure to do so shall constitute a breach of the Debarment Agreement and plea agreement, and will be reported to the sentencing Court.
4. Nicholas Dragonetti waives any right to a hearing, pursuant to 29 C.F.R. § 5.12, as to whether this debarment action should be taken, and waives his right to challenge this debarment, or to request relief from debarment and removal from the debarment list prior to the expiration of the three-year period. Nicholas Dragonetti understands that this voluntary debarment will be unaffected by any remedy he should pursue, such as a certificate of relief from civil disabilities pursuant to Articles 23 and 23-A of the New York State Correction Law, following his conviction in connection with Indictment No. 2511/2021.

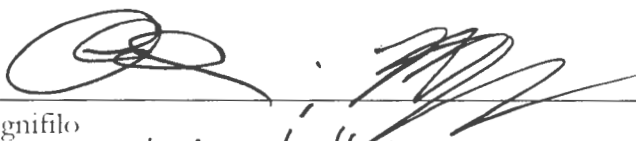
5. Nicholas Dragonetti hereby acknowledges and warrants that he has carefully read this Agreement, all of its terms and conditions, and understands its binding effect. He further acknowledges and warrants that he has been afforded sufficient time and opportunity to review this Debarment Agreement, that he has had an opportunity to negotiate the terms of this Agreement, and that he has signed this Agreement knowingly, freely, and voluntarily without threat or promise, except as stated in the plea agreement entered into this same day in connection with Indictment No. 2511/2021.

Dated: 6/14/22
New York, New York

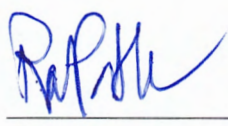
Agreed And Consented To By The Defendant:



Nicholas Dragonetti



Marc Agnifilo
Andrea Zellan, Andrew Larko
Attorneys for Dragonetti Brothers Landscaping Nurseries & Florist, Inc.



Rachana Pathak
Assistant District Attorney

DISTRICT ATTORNEY

COUNTY OF NEW YORK

ONE HOGAN PLACE

New York, N. Y. 10013



ALVIN L. BRAGG, JR.

PLEA AGREEMENT

People v. D.B. Demolition Inc. and Vito Dragonetti
Indictment Number 2511/2021

1. This document is the plea agreement ("Agreement") between the District Attorney of the County of New York ("District Attorney"), and D.B. Demolition Inc. ("DB Demo") and Vito Dragonetti (collectively, the "Defendants"). This Agreement constitutes the entire agreement between the District Attorney and the Defendants. There are no promises, agreements, or conditions, express or implied, other than those set forth in this document. No modification, deletion or addition to this Agreement will be valid or binding on either party unless put into writing and signed by all parties.

2. This Agreement will take effect when and if approved by the Court presiding over People v. D.B. Demolition Inc. et. al., New York County Indictment Number 2511/2021 (the "Indictment").

3. DB Demo agrees to plead guilty to one count of Insurance Fraud in the Second Degree, in violation of Penal Law § 176.25, a class C felony, in full satisfaction of the Indictment.

4. The District Attorney will move to reduce Count 2 of the Indictment, charging Vito Dragonetti with Offering a False Instrument in the First Degree, to the lesser included count of Offering a False Instrument in the Second Degree, in violation of Penal Law § 175.30, a class A misdemeanor, in full satisfaction of the Indictment. All remaining counts will be dismissed as covered.

5. At the time of the plea, the Defendants shall waive their right to challenge any dollar amount stated in this Agreement. They shall also waive their right to appeal this conviction, and sign a "Waiver of Right to Appeal" form provided by the District Attorney. The Defendants agree to relinquish their appellate rights as an acknowledgment of the favorable pleas and sentences they are receiving.

6. As long as the Defendants meet the terms and conditions set forth herein, and subject to approval from the Court, the sentences shall be as follows:

Restitution:

- a. Payment of \$81,285.14 in restitution to the New York State Insurance Fund (“NYSIF”). The Defendants agree to pay the entire sum at the time of their guilty pleas, via certified check made payable to the NYS Insurance Fund, Policy #13729983 (DCI 19110345).

Voluntary Debarment:

- b. As part of their sentences, the Defendants shall agree to voluntary debarment for a period of three years from New York City Department of Design and Construction (“DDC”) projects pursuant to the terms described in the voluntary Debarment Agreements attached to this plea agreement as Exhibit A and Exhibit B and incorporated herein.

Conditional Discharge:

- c. The Defendants will be sentenced to a three-year conditional discharge, a condition of which is that the Defendants will, through their attorneys, disclose their names on the City of New York’s PASSPort platform in compliance with the Debarment Agreement referred to in paragraph 6(b) above.
7. At the time of his plea, Vito Dragonetti shall allocute to the following:
- i. I am the president of D.B. Demolition Inc., a carting company based at 129 Louisiana Avenue, Brooklyn, NY.
 - ii. Between 2018 and 2019, I failed to accurately report the nature of the work performed by my employees to the New York State Insurance Fund.
 - iii. Through this misclassification, I evaded \$81,285.14 in insurance premiums owed to NYSIF for its workers’ compensation insurance.

8. At the time of its plea, D.B. Demolition Inc. shall allocute, through its attorney, to the following:

- i. D.B. Demolition Inc. (“DB Demo”) is a carting company based at 129 Louisiana Avenue, Brooklyn, NY. Vito Dragonetti is its president.

- ii. Between 2018 and 2019, DB Demo misclassified employees on paperwork DB Demo filed with NYSIF.
- iii. Through this misclassification, DB Demo evaded and did not pay \$81,285.14 in premiums DB Demo owed NYSIF for its workers' compensation insurance.

9. This Agreement is subject to the approval of the Court, and is conditioned upon the Court's acceptance of the Agreement. In the event that the Court does not approve this Agreement, nothing in the Agreement may be used against the Defendants in connection with any prosecution or proceeding.

10. If the Defendants do not comply with the terms of this Agreement as detailed in paragraph 6a-c, the District Attorney and the Court shall not be bound by the Agreement, and the District Attorney may seek any lawful sentence in connection with the crime to which the Defendants have pleaded guilty. The Defendants further acknowledge and understand that if they violate any term or condition stated in this Agreement, including to pay the required amount of restitution or failing to appear on the sentencing date set by the Court, the Court can and will impose any lawful sentence, and that the Court may impose that sentence in the absence of the Defendants.

11. This Agreement is limited to the District Attorney and cannot bind other government agencies, except as stated in the attached Debarment Agreement, which is annexed hereto as Exhibit A and Exhibit B. Likewise, this Agreement does not prevent NYSIF from seeking any outstanding payments or penalties owed by the Defendants now or in the future, if any, for time periods outside of those covered by this Agreement.

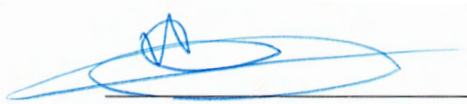
12. Notwithstanding any of the foregoing, the Defendants do not waive any privilege they may have with respect to the attorney-client privilege, the attorney work product doctrine, or any other legally recognized privilege.

13. This Agreement shall be kept confidential until the date of the plea. At that time, this Agreement will be made part of the court record.

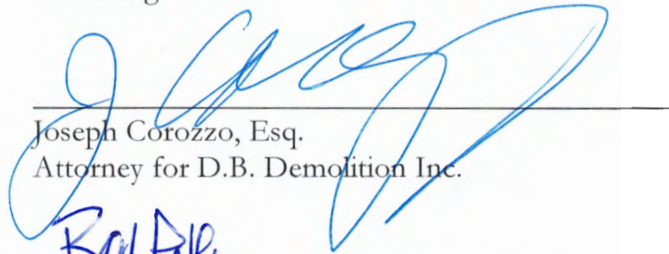
14. The defendants' and their counsels' signatures below constitute proof that the Defendants enter into this plea agreement knowingly, intelligently, and voluntarily after a full and sufficient opportunity to consult with their undersigned counsel.

Dated: October 7, 2022
New York, New York

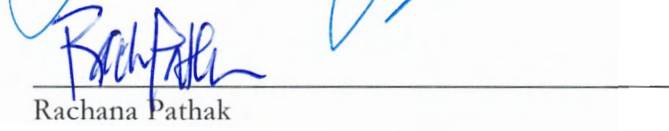
Agreed And Consented To On Behalf of DB Demolition Inc and Vito Dragonetti:



Vito Dragonetti



Joseph Corozzo, Esq.
Attorney for D.B. Demolition Inc.



Rachana Pathak
Assistant District Attorney

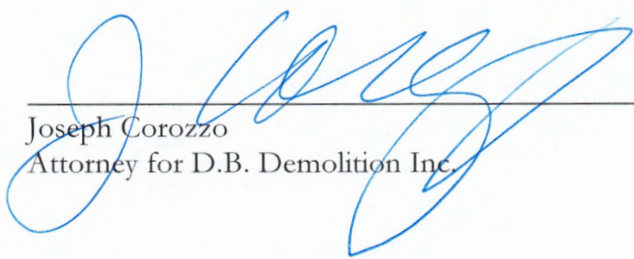
Exhibit A: DEBARMENT AGREEMENT
People v. D.B. Demolition Inc.
Indictment No. 2511/2021

1. D.B. Demolition Inc. (“DB Demo”), charged in New York County Indictment No. 2511/2021 with one count of Insurance Fraud in the Second Degree, PL. § 176.30, two counts of Offering a False Instrument for Filing in the First Degree, PL. § 175.35(1), and two counts of Penalties for Fraudulent Practices, WC § 114(3), for defrauding the New York State Insurance Fund (“NYSIF”), hereby enters into this voluntary debarment agreement (“Debarment Agreement”) as part of its plea agreement (attached hereto).
2. By its attorney, DB Demo enters into this Agreement in exchange for a more favorable disposition in connection with New York County Indictment No. 2511/2022. Specifically, pursuant to its plea agreement, DB Demo will enter a plea of guilty to a single felony count of Insurance Fraud in the Second Degree, PL. § 176.25, and will be sentenced to a three-year conditional discharge. As part of its plea agreement, DB Demo agrees to voluntary debarment from contracts awarded by the New York City Department of Design and Construction (“DDC”), meaning that it agrees that it or any firm, corporation, partnership, or association in which it has a substantial interest (defined for purposes of this Agreement as ten percent or a greater percentage of ownership) is ineligible to apply for or receive any contract or subcontract awarded by DDC. While on the debarment list, DB Demo also agrees to refrain from applying for or receiving any contract or award in connection with any public works project involving funding by the DDC.
3. The debarment will be in effect for three years from the date of sentencing. DB Demo must disclose this debarment on the City of New York’s PASSPort platform. A failure to do so shall constitute a breach of the Debarment Agreement and the plea agreement, and will be reported to the sentencing Court.
4. DB Demo waives any right to a hearing, pursuant to 29 C.F.R. § 5.12, as to whether this debarment action should be taken, and waives its right to challenge this debarment, or to request relief from debarment and removal from the debarment list prior to the expiration of the three-year period. DB Demo understands that this voluntary debarment will be unaffected by any remedy it should pursue, such as a certificate of relief from civil disabilities pursuant to Articles 23 and 23-A of the New York State Correction Law, following its conviction in connection with Indictment No. 2511/2021.

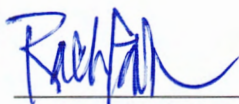
5. DB Demo hereby acknowledges and warrants that its representatives have carefully read this Agreement, all of its terms and conditions, and understand its binding effect. DB Demo further acknowledges and warrants that its representatives have been afforded sufficient time and opportunity to review this Debarment Agreement, that they have had an opportunity to negotiate the terms of this Agreement, and that they have signed this Agreement knowingly, freely, and voluntarily without threat or promise, except as stated in the plea agreement entered into this same day in connection with Indictment No. 2511/2021.

Dated: _____
New York, New York

Agreed And Consented To By The Defendant:



Joseph Corozzo
Attorney for D.B. Demolition Inc.



Rachana Pathak
Assistant District Attorney

Exhibit B: DEBARMENT AGREEMENT

People v. Vito Dragonetti

Indictment No. 2511/2021

1. Vito Dragonetti, charged in New York County Indictment No. 2511/2021 with one count of Insurance Fraud in the Second Degree, PL § 176.25, two counts of Offering a False Instrument for Filing in the First Degree, PL § 175.35(1), and two counts of Penalties for Fraudulent Practices, WC § 114(3), for defrauding the New York State Insurance Fund (“NYSI”), hereby enters into this voluntary debarment agreement (“Debarment Agreement”) as part of his plea agreement (attached hereto).
2. Vito Dragonetti enters into this Debarment Agreement in exchange for a more favorable disposition in connection with Indictment No. 2511/2022. Specifically, pursuant to his plea agreement, Vito Dragonetti will enter a plea of guilty to a single misdemeanor count of Offering a False Instrument in the Second Degree, PL § 175.30, and will be sentenced to a three-year conditional discharge. As part of his plea agreement, Vito Dragonetti agrees to voluntary debarment from contracts awarded by the New York City Department of Design and Construction (“DDC”), meaning that he agrees that he or any firm, corporation, partnership, or association in which he has a substantial interest (defined for purposes of this Agreement as ten percent or a greater percentage of ownership) is ineligible to apply for or receive any contract or subcontract awarded by DDC. While on the debarment list, Vito Dragonetti also agrees to refrain from applying for or receiving any contract or award in connection with any public works project involving funding by the DDC.
3. This debarment will be for a three-year period from the date of sentencing. Vito Dragonetti must disclose this debarment on the City of New York’s PASSPort platform. A failure to do so shall constitute a breach of the Debarment Agreement and plea agreement, and will be reported to the sentencing Court.
4. Vito Dragonetti waives any right to a hearing, pursuant to 29 C.F.R. § 5.12, as to whether this debarment action should be taken, and waives his right to challenge this debarment, or to request relief from debarment and removal from the debarment list prior to the expiration of the three-year period. Vito Dragonetti understands that this voluntary debarment will be unaffected by any remedy he should pursue, such as a certificate of relief from civil disabilities pursuant to Articles 23 and 23-A of the New York State Correction Law, following his conviction in connection with Indictment No. 2511/2021.
5. Vito Dragonetti hereby acknowledges and warrants that he has carefully read this Agreement, all of its terms and conditions, and understands its binding effect. He further acknowledges and warrants that he has been afforded sufficient time and opportunity to review this Debarment Agreement, that he has had an opportunity to negotiate the terms of this Agreement, and that he has signed this Agreement knowingly, freely, and voluntarily without threat or promise, except as stated in the

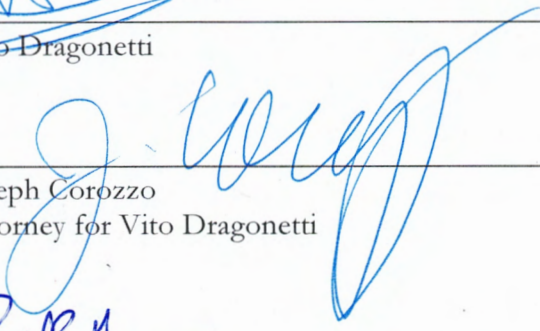
plea agreement entered into this same day in connection with Indictment No. 2511/2021.

Dated: _____
New York, New York

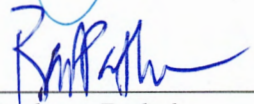
Agreed And Consented To By The Defendant:



Vito Dragonetti



Joseph Corozzo
Attorney for Vito Dragonetti



Rachana Pathak
Assistant District Attorney

**ACTION AND RESOLUTIONS OF
GRIFFIN'S LANDSCAPING CORP.**

April 20th, 2023

The undersigned, William J. LaCalamito, being the sole Voting Trustee President and Sole member of the Board of Directors of Griffin's Landscaping Corp., a New York corporation ("**GLC**"); and does hereby consent, resolve and agree as follows:

W I T N E S S E T H

WHEREAS, GLC has entered into a Monitor Agreement with the city of New York which among other things requires that Kenneth Eade be appointed the Managing Director of GLC;

WHEREAS, GLC has entered into a certain Revolving Credit Loan and Security Agreement in the sum of \$1,750,000.00 ("Loan") with [REDACTED]

NOW, THEREFORE, in pursuance of the powers vested in the undersigned, as Sole Member of the Board of Directors and President of GLC, the undersigned does hereby waive any and all requirements of the GLC's Certificate of Incorporation and by-laws or laws which otherwise might require a meeting of the Directors, convened or held for the disposition by vote of any of the matters herein set forth; and in lieu of any such meeting being so called, convened or held, the undersigned does hereby consent, agree and adopt the following resolutions;

RESOLVED: Kenneth Eade hereby is and shall be appointed to serve as Managing Director of GLC, until his successor is appointed;

RESOLVED: that any and all other actions heretofore taken authorizing Glenn Griffin to execute and deliver any of the instruments or directive to the Bank, or to take any of the actions with respect to the Loan are hereby rescinded in all respects;

RESOLVED: William J. LaCalamito and Kenneth Eade (the "**Authorized Officers**"), hereby are and shall be the only persons authorized, empowered, and directed, for and on behalf of GLC, to draw down or otherwise disburse the Loan; and

RESOLVED: that the Authorized Officer shall promptly serve a copy of this Resolution upon the Bank.

No Further Text on This Page – Signature Page Follows

IN WITNESS WHEREOF, we have made and subscribed this Agreement on this 20th day of April 2023.

Trustee

[REDACTED]

William J. Alamito

Shareholder ²

[REDACTED]

Glenn Griffin

VOTING TRUST AGREEMENT

VOTING TRUST AGREEMENT made this 20th day of April 2023, between Glenn Griffin, ("Griffin") the sole shareholder of Griffin's Landscaping Corp., a New York corporation (hereinafter called the "Corporation") and William J. LaCalamito (hereinafter called the "Trustee").

WHEREAS the Corporation is a party that certain Corporate Integrity Monitor Agreement with the City of New York, dated 20th April 2023 ("CIA") to which this Agreement is part of and is incorporated by reference; and

WHEREAS the CIA further provides for the term of this Trust and specific duties and obligations of the Trustee.

ITS HEREBY AGREED that in consideration of the foregoing, and of the mutual promises and covenants herein contained, the parties hereto do hereby covenant and agree as follows:

First: Griffin, shall assign and deliver his share of certificates to the Trustee, who shall cause the shares represented thereby to be transferred to him, as voting Trustee, on the share records of the Corporation.

Second: The Voting Trust hereby declared and created shall continue for the term as set forth in the CIA, from the date hereof, and throughout such period, the Trustee shall have the exclusive right to vote upon such shares or to give written consents in lieu of voting thereon, subject to any limitation on the right to vote contained in the CIA, the certificate of incorporation or other certificate filed pursuant to law, in person or by proxy, at any and all meetings of the shareholders of the Corporation, for whatsoever purpose called or held, and in any and all proceedings, whether at meetings of the shareholders or otherwise, wherein the vote or written consent of shareholders may be required or authorized by law.

Third: a. All profits from the New York City Contracts (minus the direct cost of labor, materials, rent and insurance), and any dividends and distributions derived from work performed on the New York City Contracts, will be held in a separate trust account by the Trustee;

b. No disbursements of monies derived from the New York City Contracts shall may be made to Griffin during the Term of this Agreement;

c. Notice of the proposed removal of the current Trustee, and appointment of another person or corporation to act as Trustee, must be provided in writing to the New York City Department of Investigation ("DOI") and shall be subject to DOI's approval; and

d. The Trustee shall make distributions to and on behalf of Griffin to pay Federal State and Local Income Taxes on income and gain that passes through the Company to the Trustee as a result of Griffin's beneficial ownership of the Company, assuming a tax rate of Forty (40%) Percent.

Fourth: The Trustee will issue and deliver to Griffin, certificates for the number of shares transferred by him to the Trustee, as aforesaid, in form substantially as follows:

Trust Certificate

No. [.....]

[.....] Shares

William J. LaCalamito, Trustee of the shares of the Griffin's Landscaping Corp., under an Agreement dated November __, 2022, having received certain shares of said Corporation pursuant to said Agreement, and which agreement the holder hereof, by accepting this Certificate, ratifies, adopts, and assents to, hereby certifies that Glenn Griffin will be entitled to receive a certificate for __ fully paid shares of Griffin's Landscaping Corp., on the expiration of the Voting Trust Agreement, and in the meantime, subject to the CIA, shall be entitled to receive payments equal to the dividends that may collected by the undersigned Trustee upon a like number of such shares held by it under the term of the trust agreement aforesaid.

This Certificate is transferable only on the share records of the undersigned Trustee, by the registered holder in person or by his duly authorized attorney, and the holder thereof by accepting this certificate, manifests his consent that the undersigned Trustee may treat the registered holder hereof as the true owner for all purposes, except the delivery of share certificates, which delivery shall not be made without surrender hereof.

IN WITNESS WHEREOF, the said Trustee has caused this certificate to be executed In its name by its duly authorized officers and its corporate seal to be affixed, this __ day of April, 2023.

(Seal) _____

By _____

Fifth: At the expiration of the term of this Trust hereby created, the Trustee will upon surrender of the trust certificates, cause to be delivered to the holders thereof shares of the Corporation equivalent in amount to the shares represented by the trust certificates so surrendered.

Sixth: The Trustee will use its best judgment in voting upon the shares held by him, but assumes no responsibility for the consequence of any vote cast or consent given by him in good faith and in the absence of gross negligence.

[Signatures to Follow]

IN WITNESS WHEREOF, the undersigned have executed and acknowledged this Consent and Resolutions as of the date first written above.

Griffin's Landscaping Corp.



William J. LaCalamito, President and Sole Member of the Board of Directors

Acknowledged



Glenn Griffin

MONITOR AGREEMENT

Griffin's Landscaping Corp.

This Agreement dated April 20th, 2023 (the "Agreement") is by and between Griffin's Landscaping Corporation ("Griffin's Landscaping" or the "Company"), a corporation organized under the laws of the State of New York and having its principal office at 1234 Lincoln Terrace, Peekskill, NY 10566, and the City of New York (the "City"), acting by and through the Department of Investigation ("DOI"), an agency of the City, having an address at 180 Maiden Lane, New York, New York, 10038.

WHEREAS, the City is a municipal corporation which operates through various agencies ("City Agencies"),¹ and has a commitment to enter into contracts with only responsible vendors;

WHEREAS, DOI is the City agency responsible for conducting investigations of fraud, waste and abuse in City government, including with respect to vendors that enter into contracts with the City and contractors that receive funding from a City agency, and in furtherance of that aim has the authority to enter integrity monitor agreements with contractors when their conduct raises integrity concerns;

WHEREAS, the Company is a full-service commercial and residential landscaping company providing a variety of construction, removal, landscaping and masonry services and has numerous contracts with the City, primarily with the New York City Department of Parks and Recreation ("DPR") for such services (the "Current City Contracts");

WHEREAS, the Company may seek to enter into additional contracts or subcontracts with the City to provide goods, construction, or services to the City (the "Future City Projects" or "Future City Contracts," collectively with Current City Contracts referred to as "City Projects" or "City Contracts");

WHEREAS, the City has concerns about the Company being deemed a responsible vendor as a result of the fact that Glenn Griffin ("Griffin"), founder, owner and former president of the Company, was indicted in the United States Attorney's Office for the Southern District of New York ("SDNY") on July 21, 2022, in connection with a bribery and illegal dumping scheme, in violation of Title 18 of United States Code, Section 666(a)(2). The indictment alleged that from 2018 until February 2020, Griffin conspired with a former Assistant General Foreman of the Town of Cortland to engage in an unauthorized dumping scheme in exchange for bribes and personal favors. Moreover, the indictment alleged that between 2015 and 2018, Griffin engaged in bid-rigging scheme, whereby

¹For the purpose of this Agreement, a "City Agency" or an "agency of the City of New York" shall mean and include a city, county or borough agency, department, authority or other agency of government the expenses of which are paid in whole or in part from the City treasury and shall include the DOI, the New York City Department of Education, the New York City Economic Development Corporation, the New York City Housing Development Corporation, the New York City Health and Hospitals Corporation, the New York City Housing Authority, the New York City School Construction Authority, and any other public authority, public benefit corporation or not-for-profit corporation, the majority of whose board members are officials of the City of New York or are appointed by such officials.

Griffin defrauded the village of Croton-on-Hudson related to work on its schools and the hamlet of Verplanck for work at its fire department.² Griffin has denied the allegations;

WHEREAS, the Company acknowledges the City's concerns about its responsibility as a contractor and the Company, including its affiliates,³ joint ventures, and subsidiary companies, further agrees to undertake certain additional measures, as provided in this Agreement, to address those concerns, which measures include: (1) retain an integrity monitor (the "Integrity Monitor") to monitor the Company's conduct in connection with its work on City Contracts; (2) remove Griffin as an employee of the Company and appoint a Managing Director to operate the Company in place of Griffin; (3) transfer all of Griffin's Company shares to a designated Trustee; (4) remove Griffin as an authorized agent of the Company on the revolving loan with the [REDACTED] ("Bank") drawn for the operation of the Company; and

WHEREAS, the Company acknowledges and agrees that a City Agency's continued willingness to consider the Company to perform work under any City Contracts is based upon the Company's full compliance with the terms and conditions of this Agreement unless any of the City Agencies require that the Company enter into a project specific Monitor Agreement with such Agency ("Project Specific Monitor Agreement"); and acknowledges that each City Agency has the discretion to avail itself of any right or remedy provided under City Contracts, or available in law or in equity, in light of the forgoing indictments.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement and the representations set forth herein, the Company and the City agree as follows:

Article 1 COVENANTS AND REPRESENTATIONS

A. Reporting Obligations

1. The Company covenants that it shall promptly notify the City, through DOI (as provided in Article 6(F) hereof), in the event that during the Term hereof, as defined in Article

² See Indictment, United States v. Griffin, et al., 22 CR 390 (S.D.N.Y. 2022) (the "Indictment").

³ For purposes of this Agreement, an "affiliate" or "affiliated business" shall mean: (i) a business that owns or, during the last five (5) years, owned, a majority of the Company's voting stock; (ii) a business in which the Company owns, or during the last five (5) years owned, a majority of the voting stock; (iii) a business which owns, or during the last five (5) years, owned, five percent (5%) or more of the Company; (iv) a business in which the Company has or had an ownership interest in the amount of five percent (5%) or more during the last five (5) years; (v) a business, the daily operation of which the Company directs or has the right to direct, or has directed or had the right to direct, during the last five (5) years; (vi) a business which the Company, or any shareholder or partner of the Company, has an ownership interest, or during the last five (5) years, has had an ownership interest, of five percent (5%) or more; (vii) a business that directs or has the right to direct, or has directed or had the right to direct during the last five (5) years, the daily operations of the Company; (viii) a business which is or was, during the last five (5) years, in a partnership or joint venture; (ix) an individual or business that has the right to acquire ownership of any amount of stock pursuant to any stock option, arrangement, warrant right or otherwise, which if combined with such individual's or business' current holding, would constitute five (5%) or more of the outstanding stock of the Company and any individual or business that had any such right during the last five (5) years; (x) any business controlled directly or indirectly by a business described in (i); and (xi) any entity that has substantially identical ownership, management, supervision, business purpose, customers, operations, and/or equipment as the Company.

2(A)(2), the Company and/or any of its key people,⁴ (i) are subpoenaed (unless such disclosure is prohibited by law), interviewed, questioned, or otherwise contacted by any government agency, official, or employee in connection with any investigation or proceeding, concerning any alleged violation of federal, state or local law whether of a criminal, civil, or administrative nature, and whether or not the Company and/or any of its key people or employees are the subject or target of any such investigation or proceeding; or (ii) are notified or otherwise learn that the Company and/or any of its key people are under investigation for any alleged violation of criminal law; or (iii) are charged with any crime.

2. The Company acknowledges and understands that the City places the highest importance on the integrity and honesty of all its contractors, subcontractors, suppliers, and public servants. The Company further acknowledges and understands that complete and truthful information in response to all questions asked on PASSPort forms, in all disclosures provided in connection with this Agreement, and in complying with the terms of this Agreement are conditions precedent to the award by any City Agency to the Company of any Future City Contract.

3. The Company covenants that it will not employ any subcontractors on any City Contracts that it knows or reasonably should know have been found to be a non-responsible vendor by the City, or otherwise who has been convicted of, or who is being investigated for a crime involving lack of honesty or business integrity. To ensure the integrity of all subcontractors, the Company agrees to submit to the Integrity Monitor the names of all subcontractors it intends to use prior to their commencing work on City Contracts, and the names of all subcontractors it is currently using on City Contracts, so that a vendor integrity review may be initiated prior to the subcontractor commencing work or continuing work on any City Contract. The Company will be notified within five (5) business days of submission of the name of any subcontractor that will not be permitted to work on any City Contract. If the Company does not receive a disapproval within five (5) business days, the Company may proceed with employing the subcontractor.

B. Former Key People

1. The Company agrees and warrants that Griffin is not a current employee of the Company; and will not be rehired or have access to the Company's banking and financial accounts during the Term of this Agreement.

2. The Company agrees and warrants that Griffin will not:

- a. participate in or influence the Company's business, operations, or management;

⁴ "Key people" or "key person" as used throughout this Agreement, means present or future: directors of the Company; officers of the Company; shareholders of five percent (5%) or more of the Company-issued stock, including proprietors, owners, partners, owners of other securities (e.g., stock options, secured or unsecured bonds, warrants and rights) that can be converted to stock that, if exercised, would constitute five percent (5%) of the Company's issued stock; any group, individual and/or entity with the right to acquire ownership of an amount of the Company stock, pursuant to any stock option, arrangement, warrant, right, or otherwise, which if combined with the current holdings of such group, individual and/or entity, would constitute five percent (5%) or more of the outstanding the Company stock; each manager or individual participating in overall policy-making or overall financial decisions for the Company; and each person currently or in the future a position to control and/or direct the Company's day-to-day operations.

- b. act as Griffin's Landscaping representative before the City in connection with any City services or City Contracts; or
- c. be a Board member or hold an equivalent position within the Company.

3. The Company warrants and represents that Kenneth M. Eade has been appointed Managing Director of the Company and will not take any direction from Griffin in performing this role. The Company must maintain a contact log reflecting all its communications with Griffin, including the time, date and summary of the communication. Notice of the proposed removal of the current Managing Director, and the appointment of another person to act as Managing Director, must be provided in writing to DOI and shall be subject to DOI's approval.

4. The Company warrants and represents that, pursuant to a trust agreement entered into concurrently with this Agreement naming William J. LaCalamito as Trustee:

- a. the Trustee will control Griffin's voting shares;
- b. all profits from City Contracts (minus the direct cost of labor, materials, rent and insurance), and any dividends and distributions derived from work performed on City Contracts, will be held in a separate trust account by the Trustee;
- c. no disbursements of monies derived from City Contracts shall may be made to Griffin during the Term of this Agreement;
- d. notice of the proposed removal of the current Trustee, and appointment of another person or corporation to act as Trustee, must be provided in writing to DOI and shall be subject to DOI's approval; and
- e. Due to the corporate structure and Griffin's beneficial ownership of the Company, the Trustee shall make distributions to Griffin for Griffin to pay his Federal, State and Local Income Taxes, assuming a tax rate of 40% (forty percent), on the Company's income and gain from City Contracts.

5. The Company acknowledges and understands that the City places the highest importance on the integrity and honesty of Griffin's Managing Director and Trustee referenced in paragraphs 3 and 4, respectively, herein.

6. The Company has entered into a Revolving Credit Loan and Security Agreement in the sum of \$1,750,000.00 ("Loan") with [REDACTED] where Griffin is the sole guarantor. The Company hereby certifies that from the date of the execution of the Agreement, Griffin will no longer be authorized to execute and deliver any instruments or directives to the Bank, or to take any of the actions with respect to the Loan; and William J. LaCalamito (the "Authorized Officer"), will be the only person authorized to draw down or otherwise disburse the Loan.

7. The Company is headquartered at 1234 Lincoln Terrace, Peekskill, NY, and has an executed rental agreement of \$5,000.00 per month for office space with a real estate entity named "1234 Lincoln Terrace Corp," owned by Griffin. The rental income is under the market rate value for the property in question as certified by Kenneth Dobbins, Associate Real Estate Broker of Coldwell Banker Commercial NRT.⁵ The Company covenants that it will enter into a lease agreement whereby the rent will remain at \$5,000.00 for the term of this monitorship agreement.

8. The Company shall not make any payments or extend any benefits, whether directly or indirectly, to Griffin.

C. Prohibited Conduct

1. The Company represents and covenants that neither the Company, its key people, employees, agents, or anyone acting on the Company's behalf, has or will:

- a. directly or indirectly devise or conspire with another to devise a scheme to defraud a government agency in contravention of any federal, state or local laws, regulations or rules;
- b. commit any fraud, or file or make any false or fraudulent reports, statements or representations, in connection with compliance with any federal, state or local law, rule or regulation or contract requirement;
- c. make a false or fraudulent statement or representation in connection with any government contract or financing agreement, or make any request for payment based on any such false representations;
- d. fail to provide complete and truthful information or documents, in a timely manner, with respect to any contract or financing agreement between it and any governmental body or agency;
- e. misrepresent the costs of any work performed on any government contract or financing agreement, make any claim for payment based on any such false representations, or file false invoices;
- f. engage in illegal conduct with public servants or labor officials, including, but not limited to, providing or offering to provide money or anything of value, including services, to a public servant or union official;
- g. give or offer to give money or anything of value, including services, to a public servant or union official with intent to influence that public servant or union official with respect to any of his or her official acts, duties or decisions;

⁵ Coldwell Banker Commercial letter dated November 9, 2022 indicating that based on the general market conditions, the fair market value of the total property should rent for approximately \$9,300.00 per month.

- h. give or offer to give money or anything of value, including services, to a public servant or labor official to reward any past action taken by that public servant or labor official with respect to any of his or her official acts, duties or decisions;
- i. engage in collusive or anti-competitive bidding practices;
- j. engage in illegal or unauthorized dumping practices;
- k. violate any provisions of the law governing M/WBEs; or
- l. conspire with anyone to perform any of the acts set forth in sections (a) to (k) above.

2. The Company shall not permit any key person or employee to engage in such conduct described above in Article 1(C)(1). The Company further shall notify DOI if any key person or employee engaged in such prohibited conduct or any illegal activity in connection with City Projects or any publicly-funded projects. The Company further shall not permit such key people or employees to exercise any control, directly or indirectly, over the operation of the Company.

3. The Company represents that it shall fully comply with all federal, state and local labor laws on all City Projects and will use good faith efforts to ensure that its subcontractors comply with all federal, state and local labor laws on all City Projects on which the Company performs services.

4. The Company further represents that it will ensure that all Disclosure Statements and PASSPort forms which it submits in connection with City Projects are complete and truthful.

D. No Organized Crime Affiliations

1. The Company represents and covenants that no person who the Company or any of its past or present key people knows to be or have been, or should know to be, or to have been, an alleged member or associate of an organized crime group, syndicate or "family" identified as an organized crime group, syndicate or "family" by a federal, state or local law enforcement or investigative agency (collectively, an "Organized Crime Group"), is now or ever has been a key person or employee of the Company; nor has any such person in the past exercised, nor does any such person now exercise, any control, directly or indirectly, over the operations of the Company.⁶

2. The Company shall not permit any person who the Company or any of its present or future key people, knows to be, or to have been, or who any of its present or future key people should

⁶ For purposes of this Agreement, except as to non-supervisory laborers referred or provided by a union pursuant to a lawful collective bargaining agreement, the Company shall be deemed to have knowledge of (a) any statements concerning a person's alleged membership in, or association with, any Organized Crime Group appearing in any trade publication or any publication of general circulation in geographic areas in which the Company does business, including, but not limited to, newspapers of general circulation in such areas; (b) any public reports by local, state, or federal agencies; and (c) any criminal charges publicly filed against any persons by prosecutors having jurisdiction over the geographic areas in which the Company does business.

know to be, or to have been an alleged member or associate of any Organized Crime Group to become a key person or employee of the Company, nor permit any such person to otherwise exercise any control, directly or indirectly, over the operations of the Company, subject to the provisions of any existing, valid collective bargaining agreement.

3. In the event the Integrity Monitor that is retained pursuant to Article 2 of this Agreement states, in writing, to the Company that the Integrity Monitor, after diligent investigation, has no information that a person who the Company is contemplating allowing to become a key person or employee, or otherwise permitting to exercise control over its operations, is alleged to be a member or associate of any Organized Crime Group, the receipt of such written statement shall be deemed evidence that the Company, at such time, had no knowledge of such person's alleged connection to an Organized Crime Group.

- a. Notwithstanding the foregoing, in the event the Company has actual knowledge that a person is or has been an alleged member or associate of any Organized Crime Group, the receipt of such a written statement from the Integrity Monitor shall not constitute evidence that the Company had no knowledge of such person's alleged connection to an Organized Crime Group.
- b. In the event said Integrity Monitor states, in writing, to the Company that a person is alleged to be a member or associate of an Organized Crime Group, the Company shall not permit such person to become a key person or employee, or otherwise to exercise control over its operations, and the Company shall remove forthwith from such position any such person then employed by, or serving as a key person of, the Company, except where termination of an employee or refusal to hire such as individual would violate an existing, valid collective bargaining agreement.
- c. Nothing in this Agreement shall obligate any Integrity Monitor retained pursuant to Article 2 of this Agreement to issue any written statement to the Company with respect to a person's alleged status as a member or associate of an Organized Crime Group.

Article 2 INTEGRITY MONITOR

A. Retention and Term

1. The Company agrees that, at the sole expense of the Company, it shall retain an Integrity Monitor selected by DOI to perform all the Integrity Monitor functions, duties, and responsibilities set forth in this Agreement. The Company further agrees that, should a City Agency enter into any City Contracts with the Company during the term of this Agreement, this Agreement shall be applicable to and made a part of those contracts. Unless otherwise indicated in this Agreement, references to the City shall include references to DOI. Should the Company and the Integrity Monitor determine that they require an agreement beyond the scope of this Agreement in order to execute or administer the monitor program, DOI must approve the agreement prior to

execution. The City will be a third-party beneficiary of any agreement between the Company and the Integrity Monitor. The City or the Company shall provide the Integrity Monitor with a copy of this Agreement.

2. This Agreement shall remain in effect for a term ending upon the latest occurring of: (a) the third anniversary of the date of this Agreement, unless the criminal matter referenced in the Preamble of this Agreement has not yet been completely litigated and/or restitution is owed as part of the resolution of the criminal matter, in which case an extension of this Agreement will be required until the matter is resolved and all restitution is paid; (b) the third anniversary of the date of this Agreement, unless the City determines that the Company has at any time been in default of this Agreement pursuant to Article 4 and that an extension of this Agreement for up to two years is necessary; (c) the expiration or termination of the City Contracts; or (d) such date as this Agreement may be terminated by the City ("the Term").

3. Notwithstanding the foregoing, the Company may apply to the City any time after two years from the date of the Integrity Monitor's engagement for permission to terminate or reduce the services of the Integrity Monitor. The City's decision whether to terminate or reduce the services of the Integrity Monitor upon any such request by the Company shall remain in the sole unreviewable discretion of the City. The City reserves the right to require the Company to retain an Integrity Monitor on similar terms and conditions as specified in this Agreement in the event that the Company enters into any contract with a City Agency before the end of the Term of this Agreement for the duration of the Term.

4. The Company agrees that at any time during the Term of the Agreement, the City may, in its sole discretion, require the Company to discharge the Integrity Monitor forthwith and/or require the Company to retain a new Integrity Monitor designated by the City for this assignment within ten (10) business days of such discharge and designation, whichever comes later, on similar terms and conditions to that of the Integrity Monitor referred to in Article 2.

5. At the City's discretion, the City may retain the Integrity Monitor directly. Such retention shall be at the expense of the Company, as provided for in Article 2(A)(1) of this Agreement, and for the Term set forth in, and subject to the provisions of Article 2(A)(2) of this Agreement.

B. Funding of Integrity Monitor

1. The Company agrees to pay directly to the Integrity Monitor all fees and expenses of the Integrity Monitor at usual and customary rates reasonably incurred in connection with the Integrity Monitor's performance of the Integrity Monitor Duties (as defined in Article 2(C)) pursuant to this Agreement. The Company understands and agrees that the Integrity Monitor will first submit detailed invoices to DOI and will have obtained the City's authorization to request payment from the Company prior to presenting the Company with a summary invoice setting forth the fees and expenses incurred by the Integrity Monitor for the billing period in question ("Summary Invoices").

2. The Company understands and agrees that it shall tender such payments directly to the Integrity Monitor within thirty (30) calendar days of presentment of each of the Summary Invoices.

The Company further agrees and acknowledges that, in the event that tender of any payment required hereunder to the Integrity Monitor is not made by it within the time set forth in this Agreement, the City may set-off and pay to the Integrity Monitor the amount of such payment from any amounts otherwise due and payable to the Company under any contract or subcontract the Company has with a City Agency at that time.

C. Integrity Monitor Duties

1. The Company authorizes and consents to the performance of the following duties by the Integrity Monitor (the "Integrity Monitor Duties"), the performance of which the Company shall not direct or control:

- a. The Integrity Monitor shall monitor, audit and investigate the actions, conduct, operations, or omissions of the Company, or any of its key people, employees, subcontractors, consultants, suppliers, vendors, and affiliated businesses, focusing on, but not limited to the Company's labor practices including compliance with minority business enterprise programs and the governmental procurement process and matters that, in the judgment of the Integrity Monitor or the City, may relate to the Company's responsibility as a contractor working on City Contracts;
- b. The Integrity Monitor shall review any existing training of the Company's key people and employees on the Code of Business Ethics adopted by the Company, as described in Article 3 below, to determine if such training is sufficient or if enhancements are needed or useful;
- c. The Integrity Monitor shall review the New York City PASSPORT forms for each proposed subcontractor retained by the Company during the Term of this Agreement in connection with City Contracts and make such other inquiries and examine such databases as it deems necessary to determine the integrity of each proposed subcontractor;
- d. The Integrity Monitor shall review the Company's internal controls focusing on, but not limited to, the Company's compliance with collective bargaining agreements and conduct a fraud risk, detection and prevention assessment of the Company's internal controls and procedures to determine if any change or enhancement are necessary;
- e. During the Term of this Agreement, the Integrity Monitor shall conduct such audits and investigations as may be reasonable or appropriate to ensure:
 - i. the Company's compliance with all local, state and federal criminal and civil laws, rules and regulations in connection with City Projects;

- ii. the Company's compliance with all material terms and conditions, including those relating to any insurance requirements, payment of prevailing wages, compliance with collective bargaining agreements, and M/WBE compliance in any agreement that the Company has entered into with any City Agency;
- iii. that payroll reports and payment requisitions (and any other requests for payment of any kind) prepared by the Company for submission to the City or submitted by the Company to the City in connection with the construction or rehabilitation of any City Projects are complete, accurate and truthful, and are based on information which is true, accurate and complete;
- iv. that, upon review of all requests for reimbursement of expenses submitted for approval to the Company in connection with construction and/or rehabilitation of any City Projects, the Company has made no reimbursements for expenses incurred in connection with providing any benefit or thing of value to any City officer or employee, or officer or employee of any other governmental agency or authority, or labor union other than lawful payment to an officer or employee of a labor union in compensation for such personal services as a Company employee; and
- v. that the Company and its key people comply with the terms and conditions of this Agreement.

2. The Integrity Monitor shall establish a twenty-four (24) hour "Hot-Line" telephone number to facilitate the reporting by the Company's key people and employees of any suspected or actual improper illegal conduct.

3. Subject to the provisions of Section C (1) of this Article, in the event the Company believes that the Integrity Monitor is exceeding the scope of its duties hereunder, the Company may appeal to the City, through DOI, to limit the Integrity Monitor's inquiries. During such time that DOI is considering such appeal, the Company shall not be obligated to comply with the request of the Integrity Monitor that the Company is appealing, unless DOI directs otherwise. DOI shall have the sole discretion to determine the appropriateness of the Integrity Monitor's inquiries. DOI shall provide the Company with its reasons in writing in the event the work questioned by the Company is deemed appropriate by DOI under this Agreement.

D. Cooperation with the Integrity Monitor

1. The Company agrees that it will cooperate fully and completely with the Integrity Monitor in the discharge of the Integrity Monitor Duties hereunder and, except to the extent prohibited by a lawful collective bargaining agreement or applicable law, will condition continued employment of each of its key people and employees upon their full and complete cooperation with the Integrity Monitor in the discharge of the Integrity Monitor Duties herein.

2. The Company shall grant the Integrity Monitor the right to examine all books, records, files, accounts, computer records, documents, and correspondence relating to any City services or City Contracts, including electronically-stored information, in the possession or control of the Company, its subsidiaries, if any, and affiliated businesses which are at least fifty percent (50%) controlled or owned by any of the Company's key persons, and any other company directly or indirectly controlled and operated by the Company, its shareholders, or its key people, insofar as those materials are sought by the Integrity Monitor pursuant to its duties, as described in Article 2(C) of Agreement, to the extent required in connection with the exercise of the Integrity Monitor duties, at the request of the City or the Integrity Monitor, the Company shall execute such documents, if any, as are necessary to give the City or the Integrity Monitor access to books, documents, or records that are under the control of the Company, in whole or in part, but not currently in the Company's physical possession.

3. The Company and its key people and employees shall use their best efforts to assist the Integrity Monitor in obtaining access to past and present subcontractor, consultant, and supplier change order files (including detailed documentation covering negotiated settlements), accounts, computer records, documents, correspondence, and any other books and records in the possession of the Company's subcontractors, consultants, and suppliers as they relate to any City Projects and any Future City Projects the Company may have during the term of this Agreement.

4. The Company shall also use its best efforts to assist the Integrity Monitor in obtaining access to, interviews with, and information from, former, current and future persons employed and/or retained by the Company, including, but not limited to, key people, employees and agents.

5. The Company shall provide all authorizations, permissions, and/or waivers requested of it by the Integrity Monitor for obtaining records pertaining to the Company relating to any City services or City Contracts, but not maintained by the Company, that the Company is entitled to possess by law including, but not limited to, bank records and credit reports, from the persons or entities that possess them, including, but not limited to, financial institutions and credit reporting agencies.

6. The Integrity Monitor shall refrain from disclosure of information that constitutes a trade secret or proprietary information of the Company or that would violate any agreements entered into with respect to any of the City Projects and that has been so identified by the Company with particularity, except in connection with the Integrity Monitor's making of a report pursuant to Article 2(E) of this Agreement. The disclosure of any written document prepared by or at the direction of the Company's counsel for the purpose of evaluating an M/WBE subcontractor's ability to perform a commercially useful function with respect to a trade secret or proprietary information shall not constitute a waiver of the Company's rights and privileges over such a document, including the Company's attorney-client privilege or attorney work-product protection.

7. To the maximum extent permitted by law, the Company shall indemnify and hold harmless the Integrity Monitor and DOI from any claim or action, including but not limited to reimbursing the Integrity Monitor or DOI for the cost of responding to any claim, complaint or subpoena arising out of the Integrity Monitor's activities, including but not limited to reasonable

attorneys' fees, except with respect to actions or omissions taken or suffered by the Integrity Monitor in bad faith or involving Gross negligence.

8. The Company shall furnish the Integrity Monitor with access to, and exclusive use of, private, and secure work space, and access to adequate photocopying and communications equipment, at its offices and work spaces.

9. Within twenty (20) business days of the execution of this Agreement, the Company shall require all companies, subcontractors, or consultants of City Contracts, as a condition to their continuing to do business with the Company during any period beyond any existing contractual commitments, that are under the control of the Company and/or any of its key people, to adopt right-to-audit commitments in favor of the City and the Integrity Monitor, conferring rights and powers of the type outlined in Article 2(D) of this Agreement.

10. The Company shall maintain such records that it has or hereafter shall have pertaining to: (i) its subcontractors, consultants and suppliers; (ii) the workforces of its subcontractors, consultants and suppliers; and (iii) its own workforce, as the Integrity Monitor shall require. At the request of the Integrity Monitor, the Company shall demand of its subcontractors, consultants, and suppliers any back-up material or other books, records, or other documentation that the Company is permitted or empowered to demand, from its subcontractors, consultants, and suppliers by the terms of the Company's contracts with those persons and entities and shall submit said documentation received to the Integrity Monitor.

11. The Company shall adopt any reasonable recommendation made by the Integrity Monitor pursuant to Article 2(C) of this Agreement. The determination in the event of a dispute as to whether a recommendation of the Integrity Monitor is reasonable shall be solely within the discretion of the City, whose determination shall be final without review by any court or administrative tribunal.

E. Integrity Monitor Reporting

1. Subject to Article 2 of this Agreement, the Company agrees that the Integrity Monitor shall report to the City, through DOI, and, with the consent of DOI, to other appropriate governmental and law enforcement authorities, any suspected or actual criminal activity, or any suspected or actual unethical or irregular business activity, on the part of the Company, its key people, employees, subcontractors, consultants, suppliers or vendors, or on the part of labor officials, City or other government employees, or any other persons or entities, as well as any other matter adversely reflecting upon the Company's responsibility or business integrity.

2. The Company hereby authorizes the Integrity Monitor to make periodic verbal and/or written reports to DOI regarding the Integrity Monitor's activities, and it is further understood that the Integrity Monitor shall make periodic reports to DOI regarding the Company's activities and compliance with the terms of this Agreement without notice or disclosure to the Company. The Integrity Monitor shall report to the Company only to the extent authorized by DOI. Nevertheless, DOI may disseminate the Integrity Monitor reports, in DOI's sole discretion.

F. No Waiver/Impairment

Nothing in this Agreement shall impair or waive any existing rights of the City to audit, investigate, and evaluate past, current and future acts of the Company. The Company agrees to cooperate fully with any such audits or investigations commenced by the City with respect to the Company operations.

Article 3 CODE OF BUSINESS ETHICS

A. Implementation of a Code of Business Ethics

Within thirty (30) business days from the date of the execution of this Agreement, the Company shall draft and implement a Code of Business Ethics (the "Code"), or submit a pre-existing Code to the Integrity Monitor for approval. Upon the Integrity Monitor's review of the Code and DOI's approval thereof on behalf of the City, the provisions of the Code shall apply to and be binding upon the Company, its key people and its employees, and shall form a part of this Agreement as if fully set forth in this Agreement. The Code shall include, at a minimum:

1. Standards for the Company's key people and employees to follow in their business dealings, specifically concerning conflicts of interest, bribery, payment of gratuities, M/WBE fraud, and any other criminal or unethical act, which shall make it a violation of the Code for the Company or any of their respective current or future key people or employees to intentionally:
 - a. Fail to strictly comply with all laws, rules and regulations relevant to the performance of any City Contracts that they may enter into with any City Agency, including but not limited to those related to (i) payment of prevailing wages; and (ii) worker and workplace health and safety;
 - b. Fail to take reasonable measures to ensure that employees and subcontractors possess all required current and valid licenses and permits;
 - c. File with a government office or employee a written instrument that contains a false statement, false information, and/or a false claim;
 - d. Falsify business records;
 - e. Violate the City's Procurement Policy Board Rules;
 - f. Induce or attempt to induce a City employee to violate Chapter 68 of the New York City Charter, or engage in any conduct that would constitute a conflict of interest under the Code;
 - g. Give, or offer to give, gifts, money, gratuities, or any other benefit to any public servant, including, but not limited to, a public servant who is an employee or

allegedly committed or in fact committed by a key person or employee of the Company, a subcontractor, vendor, labor official, City employee, other government employee, or anyone else.

4. A policy that the Company will diligently investigate the nature of any charges of criminal activity made by a prosecutorial or investigative agency against any Key Person or employee of the Company to determine whether such charges concern business-related activities or would otherwise bear upon the business integrity of the Company, and, in the event that such charges concern business-related activities or would otherwise bear upon the business integrity of the Company, then the Company shall, except to the extent prohibited by a lawful collective bargaining agreement or applicable law, terminate, suspend, or place on administrative leave such Key Person or employee pending resolution of the criminal charges and, upon conviction, terminate such person.

5. To facilitate reporting of any suspected or actual illegal or unethical conduct or other impropriety with respect to any government or private contract, each copy of the Code must prominently display the Company's twenty-four (24) hour "Hot-line" telephone number designated by the Integrity Monitor for use by individuals to make reports of such improper conduct. The fact of any such report of illegal or improper conduct, together with its contents, shall not be reported to any person or entity other than the Integrity Monitor or DOI, unless otherwise required by law or directed by DOI, or directed by the Company's Code of Business Ethics, or any other integrity monitoring or auditing agreement between the Company and any other governmental agency, and must be kept in confidence by the key people and employees who obtain knowledge thereof, except any such report may be communicated to the Company's legal counsel upon the condition that it be maintained as confidential information of the client.

6. Within twenty (20) business days after the execution of this Agreement and for every year thereafter, during the term of this Agreement, the Company and each of its key people shall separately certify to DOI that they are in compliance with all requirements and obligations applicable to them pursuant to this Agreement and the Code. Each such certification shall be in the form of an affidavit and shall be submitted to DOI at the address designated in Article 6 of this Agreement.

B. Distribution of the Code of Business Ethics

1. Within twenty (20) business days after the City approves the Code, the Company shall have furnished to each of its key people and employees a copy of the Code and shall have obtained, and maintained on file, a signed receipt and undertaking from each key person and employee, acknowledging that said individual has received a copy of the Code, has read it, and agrees to abide by its provisions. The Company shall deliver to the City certification of its compliance with the obligations set forth in this Article 3(B) within twenty (20) business days of such compliance, and shall provide a copy of the Code to, and obtain a signed receipt from, any new Company key person or employee within twenty (20) business days of such person's engagement or hiring. The Company shall provide at least annual training that has been approved by the Integrity Monitor regarding the Code to all current key people and employees working on City Projects.

2. The Company shall conspicuously post a copy of the Code and/or incorporate the terms of the Code into its employee handbook, to be distributed to its employees, including those working on City Projects, during the Term of this Agreement.

3. The Company shall also furnish a copy of the Code to each of its subcontractors on the City Projects during the Term of this Agreement.

Article 4 VIOLATION OF AGREEMENT OR OTHER LAW, RULES AND REGULATIONS

A. The City's Powers

1. The Company acknowledges the power and authority possessed by the City to assess the responsibility of contractors in connection with the awarding of contracts. Nothing in this Agreement shall be deemed to waive, diminish, or affect the power, authority, or rights of the City, arising under any provision of law, including, but not limited to, the General Municipal Law, the Charter of the City of New York, the Rules of the Procurement Policy Board, New York State law, federal law, and/or common law, equity, and/or any statute, and/or arising under any City Contract, or any other source of authority, to assess the responsibility of the Company as a condition of the Company entering into Future Contracts with the City, or to seek suspension, disqualification, or debarment of the Company on any grounds that currently exist or may exist in the future, or to seek any action authorized by any contract and/or by law, including, but not limited to, termination of any City Contracts or other contracts entered into between a City Agency and the Company, as warranted on any grounds that currently exist or may exist in the future.

2. The Company acknowledges and understands that this Agreement may not be used by the Company as evidence in any proceeding or action, including any appeal made pursuant to Title 9, Chapter 2, of the Rules of the City of New York (Rules of the Procurement Policy Board) or any Article 78 proceeding, to demonstrate that the Company cannot be found non-responsible by any City Agency or any action seeking damages or declaratory or injunctive relief.

B. Non-Responsibility Determinations

The Company hereby agrees that a violation of any of the terms and conditions of this Agreement by it, or that the breach or falsity of any promise or covenant made by it in this Agreement, shall, by itself, constitute an adequate and sufficient ground for any determination by the City that the Company is not a responsible bidder. However, notwithstanding the foregoing sentence, in the event of the violation by the Company of an obligation arising under Articles 2(B), 2(D)(1), 2(D)(2) of this Agreement, such violation shall be deemed to constitute an adequate and sufficient ground for a determination by the City that the Company is not a responsible bidder, only if the Company has failed to cure such violation within ten (10) business days of receipt of written notice from the City or the Integrity Monitor of the violation by the Company of such obligation, or if such violation is not reasonably capable of cure during such ten (10) business day period, then the Company has diligently commenced to cure such violation during such ten (10) business day period.

C. Events of Default

If any of the following events shall occur, it shall constitute an “Event of Default” under this Agreement, provided, however, that the matters referenced in the “Whereas” clauses in this Agreement will not be deemed a basis for an “Event of Default” under paragraphs 4, 5 and 6 below:

1. The Company violates any of the covenants, terms or conditions of this Agreement, or fails to observe any of its obligations hereunder; provided that a violation by the Company of any of the terms and conditions of Article 2(B), Article 2(D), Article 3 and Article 5(A) of this Agreement shall not constitute an Event of Default unless and until the City shall have first given the Company written notice of such violation, and the Company shall have failed to cure such violation within ten (10) business days after receipt of such notice. If such violation is not reasonably capable of cure during such ten (10) business day period, then in the event the Company has diligently commenced to cure such violation during such ten (10) business day period it shall not be deemed an event of default; or

2. The failure of the Managing Director and/or Trustee comply with the terms of the Agreement pursuant to paragraph 5 of Article 1(B).

3. The Company makes any representation or warranty hereunder which it knew, or should have known (after reasonable inquiry) was false or misleading when made; or

4. An indictment or other criminal charging instrument, other than the indictments referenced in the “Whereas” clauses in this Agreement, is filed against the Company, or any of the Company’s affiliated businesses, and/or any of its key people or employees acting in a management capacity⁷ (“management employees”), or the businesses of its past,⁸ present or future key people, for an alleged crime involving a lack of honesty or integrity; or

5. A conviction of the Company, or any of its affiliated businesses, and/or any of the Company’s past, present, or future key people or management employees, or the businesses of its key people, other than a conviction arising from an indictment or other criminal charging instrument referenced in the “Whereas” clauses in this Agreement, of a crime involving a lack of honesty or integrity; or

6. An adverse finding, other than one arising from an indictment or other criminal charging instrument referenced in the “Whereas” clauses in this Agreement, is made against the Company, or any of its affiliated businesses, and/or any of its key people, or management employees, or the businesses of its past, present or future key people or management employees, by any local, state or federal governmental unit, which demonstrates a lack of honesty or integrity concerning

⁷ For purposes of this agreement, a person acting in a “management capacity” refers to someone who has authority: (i) to bind the organization; (ii) to hire and fire employees; and/or (iii) to make overall organizational policy.

⁸ “Past” as used in this Article to modify “key people or key person” shall refer to anyone who has been a key person as defined in this Agreement at any time during the five (5) years prior to the date of this Agreement.

Company activities activity, or which has a direct relation to the Company's integrity, fitness or ability to perform the services required under a City Contract.

D. Procedure Upon Event of Default

If the City elects, based on the occurrence of an Event of Default, to proceed to default the Company, the City shall give written notice to the Company by email, mail, or hand delivery to the office of the Company and its legal counsel at the address or number set forth below in Article 6(F) identifying the Event of Default and stating that the City intends to declare the Company in default of this Agreement. The notice shall schedule a meeting no sooner than three (3) business days later at which the Company will have an opportunity to explain to the City why a declaration of default should not occur. The meeting shall not be a formal evidentiary hearing, and there shall be no presentation of witnesses or cross-examination. Following the meeting, the City shall determine whether to declare the Company in default of this Agreement, and shall provide a written copy of its determination to the Company by email, mail, or hand delivery to the office of the Company and its legal counsel at the address or number set forth below in Article 6(F).

E. Remedies Upon Declaration of Default

If, pursuant to Article 4 of this Agreement, the City declares that the Company is in default of the Agreement, the City may, in its sole discretion and in addition to any other right or remedy provided by contract, or available at law or in equity:

1. Terminate the City Contracts in whole or in part, upon written notice to the Company, the Company hereby expressly agreeing that any such declaration of default shall constitute good and sufficient grounds to terminate the City Contracts between the Company and a City Agency for cause, provided; however, if the declaration of a default would prevent or delay the completion of the construction or rehabilitation of affordable housing, the City shall fashion an alternative remedy for the breach;

2. Be entitled to payment by the Company of all damages resulting from that default, including, but not limited to: the cost to the City to determine the existence of the default and the cost to the City to cure the default and otherwise make the City whole, including, without limitation, all costs to the City of completing the work under the City Contracts beyond the funds remaining under the City Contracts between the Company and a City Agency ("the City's Damages"). In addition to any other remedy the City may have, the Company hereby agrees that the City may offset the amount the City's Damages from any money the City then owes or may in the future owe to the Company or to any of its principals, under the City Contracts that the Company may enter into with a City Agency after the date of this Agreement.

F. Effect of City's Determination

The determination of the City as to all issues, questions, and disputes of any nature in connection with this Agreement, including, without limitation, whether the Company is in violation of this Agreement and/or in default of this Agreement and thereby in default of any City Contracts, shall be final and binding on the parties and subject to challenge only by means of a proceeding pursuant to Article 78 of the New York Civil Practice Law and Rules brought in a New York State court of competent jurisdiction, it being understood and agreed that the review of the Court shall be limited to the question of whether the determination that the Company is in default is arbitrary, capricious, or an abuse of discretion. The Company specifically waives any right it may have to seek injunctive or equitable remedies, including mandamus, prohibition, or similar relief with respect to the City's solicitation for, awarding, execution, or registration of any contracts involving any entity other than the Company; the termination or defaulting of the Company under any City Contract; and/or the solicitation for, award, execution or registration of any contract to complete work required to be performed under a contract. The foregoing waiver shall apply only with respect to causes of action asserted, or relief sought, by the Company, arising from or relating to any action or determination by the City pursuant to Articles 4(C), 4(D), and 4(E) of this Agreement.

G. No Waiver by City

The City's failure to consider or delay consideration of whether conduct, an event or a transaction constitutes a violation of this Agreement by the Company, and/or a default of this Agreement and thereby a default, shall not be deemed a waiver of the City's right to make any such determination pursuant to the terms of this Agreement. The City's failure to consider or delay consideration of whether the express condition precedent referred to in this Article 4(G) of this Agreement occurred shall not excuse such nonoccurrence or constitute a waiver excusing such nonoccurrence.

Article 5 OTHER SPECIAL REQUIREMENTS

A. City's Approval of New Hires

The Company shall submit to the City, through DOI, for its approval the name of any key people it hereafter wishes to employ or rehire in a management capacity⁹ or as a consultant to the extent such approval is not prohibited by a lawful collective bargaining agreement. Such hiring by the Company will be subject to the City's approval for a period coextensive with the Term to the extent permitted by any applicable lawful collective bargaining agreement. The grant or denial of such approval will be in the sole discretion of the City without the need for any reason to be given, but such approval shall not be unreasonably withheld, delayed or conditioned.

⁹ For purposes of this agreement, a person acting in a "management capacity" refers to someone who has authority: (i) to bind the company; (ii) to hire and fire employees; and/or (iii) to make overall company policy.

B. Discharge of Employees Involved In Criminal Conduct In Connection With City Contracts

The Company agrees that key people who are or become involved in criminal or illegal conduct will be discharged by the Company, except as otherwise provided in applicable law or in an existing, valid collective bargaining agreement, in which case the Company will invoke all provisions of said collective bargaining agreement allowing discharge.

C. Discharge of Repayment of Debts Owed the City

The Company agrees that it will expeditiously repay the City any money or debt that the Company may in the future owe to the City when and as such debt is incurred. The Company represents that as of the date of this Agreement, the Company does not owe the City any money or debt. Failure by the Company to comply with this requirement shall constitute an event of default under the terms of this Agreement where the Company has failed to cure such violation or otherwise take appropriate legal action within ten (10) business days of receipt of written notice from the City of the debt or payment becoming due. The default provisions of this section shall not apply to any dispute over payments in connection with a City contract or financing agreement that have not been reduced to a judgment, lien or other legal order of a court or to any such agreement to which the Company is not a party.

D. Books and Records

During the Term, the Company will maintain its books and records in accordance with Generally Accepted Accounting Principles (GAAP) and shall retain a certified public accountant in good standing who shall prepare CPA certified reviewed annual financial statements.

Article 6 MISCELLANEOUS MATTERS

A. This Agreement will be binding upon the successors and assigns of the Company and upon any company or concern with which it may merge or enter into a joint venture or by which it may be acquired.

B. This Agreement constitutes the full agreement between the parties and its terms may not be changed orally. Each provision of this Agreement is a material provision.

C. Each of the undersigned signatories covenants and represents that it is authorized to enter into this Agreement with full force and effect on behalf of the party represented.

D. If any part of this Agreement is found to be invalid, the other portions shall remain in full force and effect.

E. The headings and numbering contained in this document are for convenience only and do not constitute any part of the parties' Agreement.

F. Any communication or other written notification or report required by or prepared pursuant to this Agreement shall be made, emailed, mailed, or delivered as set forth below:

To DOI:

Cynthia Irizarry, Esq.
Inspector General, Vendor Integrity
NYC Department of Investigation
180 Maiden Lane
New York, NY 10038
Phone: (212) 825-7316
Email: Cirizarry@doi.nyc.gov

Andrew Brunsden, Esq.
Deputy Commissioner and General Counsel
New York City Department of Investigation
180 Maiden Lane
New York, NY 10038
Phone: [REDACTED]
Email: [REDACTED]

To the Company:

Kenneth M. Eade
Managing Director
Griffin's Landscaping Corporation
1234 Lincoln Terrace,
Peekskill, NY 10566
Phone: [REDACTED]
Email: [REDACTED]

Patrick V. DeIorio, Esq.
The DeIorio Law Group, PLLC
800 Westchester Avenue, Suite S-608
Rye Brook, New York 10573
Phone: [REDACTED]
Fax: [REDACTED]
E-mail: [REDACTED]

G. This Agreement shall remain in effect for the Term, unless terminated earlier by the City or superseded by a subsequent agreement between the City and the Company after which it shall be null and void and of not further force and effect.

H. This Agreement is for the benefit of the undersigned parties only and is not for the benefit of any other person or entity who is not a party to this Agreement.

I. The provisions of this agreement are in addition to and do not supplant or limit any rights, causes of action or remedies which the City may have as against the Company.

J. This Agreement may be executed in counterparts.

[The remainder of this page is intentionally left blank]

CORPORATE CERTIFICATE OF AUTHORITY

The following signatures shall be deemed to have been provided with full knowledge that this Agreement will become a part of the records of the City of New York, through the NYC Department of Investigation and that the City will rely on the truth and accuracy of the representations contained herein in awarding and approving City Contracts and subcontracts. Furthermore, knowingly submitting a false statement in connection with any of the foregoing may subject Griffin's Landscaping Corporation and the undersigned officer(s) to criminal charges, including charges for violation of New York State Penal Law Sections 175.35 (Offering a False Statement for Filing) and 210.40 (Sworn False Statement), and/or Title 18 U.S.C. Sections 1001 (False or Fraudulent Statement) and 1341 (Mail Fraud).

STATE OF NEW YORK)

SS: COUNTY OF WESTCHESTER)

KENNETH M. EADE, being duly sworn, deposes and says that s/he is MANAGING DIRECTOR of Griffin's Landscaping Corporation. and that s/he has been properly authorized by the corporation, pursuant to the by-laws and resolutions of said corporation, to enter into this Agreement on its behalf.

Subscribed and sworn to before me this

20 day of April, 2023

[Redacted Signature]

Notary Public

SEAN O CONNOR
Notary Public, State of New York
No. 01OC6389622
Qualified in Dutchess County
Commission Expires April 1, 2022

For: GRIFFIN'S LANDSCAPING CORPORATION

[Redacted Signature]

me: KENNETH M. EADE
Title: MANAGING DIRECTOR

Dated: APRIL 20th, 2023

By:

Name: _____
Title: _____

Dated: _____, 2023

For:

The NYC DEPARTMENT OF INVESTIGATION

By:

Jocelyn E. Strauber
Commissioner
New York City Department of Investigation

Dated: _____, 2023

Approved as to form:

Dated: April 24, 2023

By:

Richard Schulsohn
Chief, Commercial and Real Estate Litigation Division
New York City Law Department

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: John Katvorhis

Address: Deputy City Chief Procurement Officer

I represent: _____

Address: Mayor's Office of Contract Services (MOCS)

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Yevgenia Markland

Address: First Deputy Director

I represent: Mayor's Office of Contract Services (MOCS)

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Ray Sanchez

Address: General Counsel

I represent: Mayor's Office of Contract Services

Address: (MOCS)

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Matt Drury

Address: Chief of Citywide Legislative Affairs

I represent: NYC Parks

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Jennifer Greenfield

Address: Deputy Commissioner for Environment
and Planning

I represent: _____

Address: NYC Parks

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Christopher Adkins

Address: Agency Chief Contracting Officer

I represent: NYC Parks

Address: _____

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Parmod Tripathi

Address: Chief of Management Services/Agency

I represent: Chief Contracting Officer

Address: NYC Parks

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 9-29-25

(PLEASE PRINT)

Name: JAMES W VERSOCKI, Esq

Address: [Redacted] Melville NY

I represent: Laborers Local 1010, LUNA

Address: 17-20 Whitestone Expressway Whitestone NY 11357

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 9-29-25

(PLEASE PRINT)

Name: MAX BARTON

Address: [Redacted] LAURELTON NY

I represent: LABORERS LOCAL 1010

Address: 17-20 WHITESTONE EXPY, WHITESTONE NY

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 9-29-25

(PLEASE PRINT)

Name: Karla Hernandez

Address: 17-20 Whitestone Expressway, Whitestone NY

I represent: Laborers Local 1010 UGET 1135+

Address: 17-20 Whitestone Expressway, Whitestone NY 11357

◆ Please complete this card and return to the Sergeant-at-Arms ◆

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 9/29/25

(PLEASE PRINT)

Name: Christopher Leon Johnson

Address: _____

I represent: ST18

Address: _____

◆ Please complete this card and return to the Sergeant-at-Arms ◆