

IN THE MATTER OF
POWERS CRANE & COMPANY, LLC
RESPONDENT

DISPOSITION AGREEMENT

1. This Disposition Agreement between the New York State Commission on Public Integrity ("Commission") and Powers Crane & Company, LLC and its respective successors and assigns (hereinafter referred to as "Respondent"), shall be considered the final disposition of the alleged violations of the Legislative Law, Article I-A ("Lobbying Act") described in Civil Penalty Referrals ("Referrals") issued by the New York Temporary State Commission on Lobbying (NYTSCOL) on or about September 6, 2007, as follows:

- i. A false filing of a 2003 January/February bi-monthly report regarding client Duane Reade, Inc.
- ii. A false filing of a 2003 March/April bi-monthly report regarding client Duane Reade, Inc.
- iii. A false filing of a 2003 May/June bi-monthly report regarding client Duane Reade, Inc.
- iv. A false filing of a 2003 July/August bi-monthly reports regarding client Duane Reade, Inc.
- v. A false filing of a 2003 July/August bi-monthly report regarding client New York State Laborer's Political Action Committee.
- vi. A false filing of a 2003 July/August bimonthly report regarding client Delaware North Companies, Inc.

2 The Referrals, all attached exhibits and documents, and all other documents, testimony, and any other evidence or exhibits obtained by the NYTSCOL and the Commission in the investigation that resulted in or from the Referrals, shall be part of the public record and the Commission may make such materials available to the public upon request.

3 Pursuant to the Public Employee Ethics Reform Act (L. 2007, ch. 14), the Commission has authority to conduct enforcement proceedings for the violations set forth in the referrals and to impose civil penalties for knowing and willful violations of the Lobbying Act as alleged in the Referrals. In consideration of the Commission's agreement not to proceed further with enforcement proceedings, Respondent Powers Crane & Company, LLC admits the allegations set forth in the civil penalty referrals described above in paragraph 1(i) through (vi) in that the bi-

monthly reports did not include as expenses or compensation certain charges that were invoiced to the respective client and paid by the respective client to the lobbyist relative to the respective lobbying efforts. Execution of this Disposition Agreement by Respondent and the Commission and Respondent's fulfillment of all of its terms shall terminate enforcement proceedings.

4. No later than thirty (30) days from the execution of this Disposition Agreement by the Commission and delivery of this Disposition Agreement to Respondent or its counsel will pay a civil penalty in the amount of Fifty Thousand Dollars (\$50,000) to the Commission. Payment shall be by one or more checks made payable to the New York State Commission on Public Integrity.

5. The Commission may in its sole discretion investigate any complaint against, or potential or alleged violation of the Lobbying Act committed by, any Respondent on or after January 1, 2005. This Disposition Agreement is not a waiver of any such possible violations of the Lobbying Act by Respondent not covered by this Disposition Agreement.

6. Respondent agrees that neither it nor any of its agents, including, but not limited to, any of its respective attorneys, will issue any public statement, directly or indirectly, denying the factual allegations in the Referrals or creating the impression that any of the Referrals was without factual basis.

7. It is understood and agreed that this Disposition Agreement is not confidential, and that the Commission reserves the right to make public the Disposition Agreement and its terms.

8. If Respondent violates any of the terms of this Disposition Agreement, the Commission may declare this Disposition Agreement null and void and proceed to a hearing as if the Disposition Agreement had not been executed.

9. Once executed and delivered by both parties, the provisions of this Disposition Agreement shall constitute a legally binding agreement between the Commission and Respondent. This Disposition Agreement may not be amended by any party, except by a writing duly executed and delivered by all parties hereto. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by both parties.

10. The undersigned individuals each represents that he is authorized to execute this Disposition Agreement on behalf of the person indicated above his signature.

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11 Respondent waives any and all legal rights to challenge this final action and disposition in any proceeding judicial or otherwise, and further agree specifically to refrain from commencing a CPLR Article 78 proceeding against the Commission, any State officer or employee or any public body based upon this matter.

Dated: 10-22-09 New York State Commission Public Integrity

By: Banley

Title: Exec Dir

Dated: 10/19/09 Powers Crane & Company, LLC

By: William J. Meyer

Title: Attorney for Powers Crane & Company LLC

Received

OCT 19 2009

NYS Commission on Public Integrity