

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into by and among the City of Philadelphia Board of Ethics (the “Board”); J. Shane Creamer, Jr., the Executive Director of the Board (the “Executive Director”); and Paul Grevy (“Grevy” or “Respondent”), collectively referred to as “the Parties,” each a “Party.”

RECITALS

- A. The Board is an independent, five-member board of the City of Philadelphia (the “City”) established in 2006 by voter approval of an amendment to the Philadelphia Home Rule Charter (the “Charter”). Pursuant to Section 4-1100 of the Charter and Chapter 20-600 of the Philadelphia Code (the “Code”), the Board is charged with administering and enforcing the Charter’s prohibition on City officers and employees having interests in certain City contracts.
- B. Grevy is an employee of the City, currently serving as a Fire Battalion Chief with the Philadelphia Fire Department. Grevy is also the owner of a private business called PJG Property Maintenance (“PJG”).

Charter Section 10-102

- C. Charter Section 10-102 provides that “Any City employee, and any other governmental officer or employee whose salary is paid out of the City Treasury shall not benefit from and shall not be interested directly or indirectly in any contract for the purchase of property of any kind nor shall they be interested directly or indirectly in any contract for the erection of any structure or the supplying of any services to be paid for out of the City Treasury; nor shall they solicit any contract in which they may have any such direct or indirect interest.”
- D. Pursuant to Charter Section 10-109, a violation of Section 10-102 is subject to a maximum fine of \$2,000.

Background

- E. In the Fall of 2020, Grevy was a City employee serving as a Fire Captain with the Philadelphia Fire Department. Grevy already owned PJG during this time.
- F. Among other services, PJG provides snow removal and ice management services.
- G. Team Clean, Inc. (“Team Clean”) is a commercial janitorial services company headquartered in Philadelphia.
- H. During the fall of 2020, Team Clean held a general contract with the City for custodial cleaning services at certain City-owned or -operated sites (“Custodial Contract”). The Custodial Contract required Team Clean to also provide snow and ice removal services at these City-owned or operated sites.

- I. To fulfill the snow and ice removal services component of the Custodial Contract, Team Clean signed an agreement with PJG to subcontract the snow and ice removal work to PJG (“Snow Subcontract”).
- J. The Snow Subcontract provided that Team Clean could ask PJG to perform snow and ice removal at additional sites if needed.
- K. Grevy signed the Snow Subcontract on PJG’s behalf as “Owner.”
- L. Because the Snow Subcontract between Team Clean and PJG provided that PJG would perform and be compensated for work under the Custodial Contract between Team Clean and the City, Grevy—as PJG’s owner—had an interest in a contract for the supplying of services to be paid for out of the City Treasury.
- M. The Snow Subcontract was in effect from November 15, 2020 to April 30, 2021.
- N. PJG performed snow and ice removal services under the Snow Subcontract at various sites throughout the City on at least 24 different dates in December 2020, January 2021, and February 2021. PJG’s work included sites requested by Team Clean on an emergency basis in response to heavy snowfall in the Philadelphia area.
- O. PJG received payment for the services rendered.¹
- P. In 2022, Grevy was subject to disciplinary proceedings under the Fire Department Disciplinary Code arising from the same conduct described in Paragraphs E through O above. Grevy accepted the discipline as administered by the Fire Commissioner.
- Q. Grevy fully cooperated with the Board’s investigation.
- R. The Parties desire to enter into the Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties hereby agree to the following:

- 1) **Recitals.** The Recitals above are made part of this Agreement as if fully set forth herein.
- 2) **Civil Monetary Penalties.** The total civil monetary penalty for the violation described below is \$2,000.00.

Interest in a City Contract By having an interest in a contract for the supplying of services to be paid for out of the City Treasury, Grevy violated Home Rule Charter Section 10-102.

¹ A dispute between PJG and Team Clean over the amount invoiced for work completed, the details of which are not relevant to this Agreement, was later resolved.

- 3) **Payment.** Within 14 days of the effective date of this Agreement, Grevy agrees to pay the civil penalty of \$2,000.00. Any payments due on a weekend or holiday shall be delivered no later than the next business day after such weekend or holiday. Payment shall be by check or money order made payable to the City of Philadelphia and delivered pursuant to the above schedule to the Board's office at the following address:

City of Philadelphia Board of Ethics
One Parkway Building
1515 Arch Street
18th Floor Philadelphia, PA 19102

- 4) **Respondent Release.** Grevy releases and holds harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's investigation, enforcement, and settlement of the matter described in this Agreement.
- 5) **Board Release.** In consideration of the above and in exchange for Grevy's compliance with the terms of this Agreement, the Board waives any further penalties or fines against Grevy for the violation described in this Agreement.
- 6) **Public Statements.** The Parties shall not make any public statements that are inconsistent with the terms of the Agreement.
- 7) **Fees and Costs of Judicial Enforcement.** If the Board is forced to seek judicial enforcement of any part of this Agreement, and prevails, Grevy shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board or City attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.
- 8) **Integration.** This Agreement contains the entire agreement between the Parties.
- 9) **Board Approval.** The Executive Director or their designee shall submit a signed copy of the Agreement to the Board for approval.
- 10) **Effective Date.** The Agreement shall become effective only by approval of the Board. The effective date of the Agreement shall be the date the Board Chair signs the Agreement.
- 11) **Board Rejection.** If the Board rejects the proposed Agreement, presentation to and consideration of this Agreement by the Board shall not preclude the Board or its staff from participating in, considering, or adjudicating an administrative enforcement action relating to matters described in this Agreement. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by any party and, except this paragraph, nothing in this Agreement shall be effective.
- 12) **Publication.** If the Board approves the proposed Agreement, the Board shall make this Agreement available to the public as required by Board Regulation 2.27 by posting a copy to the Board's website.

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In witness of the foregoing, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates set forth below:

5/19/26
Date

**By the Executive Director of
the Board of Ethics:**

J. Shane Creamer, Jr.
J. Shane Creamer, Jr., *Executive Director*

By Paul Grevy:

May 14, 2026
Date

Paul Grevy
Paul Grevy, *Respondent*

**Approved by the members of
the Board of Ethics:**

5/27/26
Date

Ellen Mattleman Kaplan
Ellen Mattleman Kaplan, *Acting Chair*