

RECEIVED OCT 28 2008

STATE OF NEW YORK  
COMMISSION ON PUBLIC INTEGRITY

540 Broadway  
Albany, New York 12207

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IN THE MATTER OF  
RICHARD E. GERARDI,  
FORMER DIRECTOR OF THE RESIDENTIAL  
ENERGY AFFORDABILITY PROGRAM  
FOR THE NEW YORK STATE  
ENERGY RESEARCH AND  
DEVELOPMENT AUTHORITY.

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**DISPOSITION AGREEMENT**

1. This agreement ("Agreement") between the New York State Commission on Public Integrity ("Commission") and Richard E. Gerardi ("Gerardi"), former Director of the Residential Energy Affordability Program for the New York State Energy Research and Development Authority, shall be considered the final disposition of the allegation of violation of Public Officers Law Public Officers Law §§73(5), and 74(2), and (3)(d), (f) and (h) described in the Notice of Reasonable Cause ("Notice") issued by the Commission on October 7, 2008, and attached hereto.

2. In consideration of the Commission's agreement not to proceed further with enforcement proceedings, Gerardi admits to violating the Public Officers Law as set forth in the Notice, and agrees to pay two thousand four hundred sixty dollars (\$2,460) to the Commission within one hundred and eighty (180) days following execution of this Agreement. Payment shall be made by bank or certified check made payable to the Commission on Public Integrity. Fulfillment of this agreement shall terminate enforcement proceedings.

3. Gerardi agrees that he will, in all respects, abide by the terms of Public Officers Law §§73(5) and 74.

4. Gerardi agrees that neither he nor his agent will issue any public statement directly or indirectly denying the factual allegations in the Notice or creating the impression that the Notice is without factual basis.

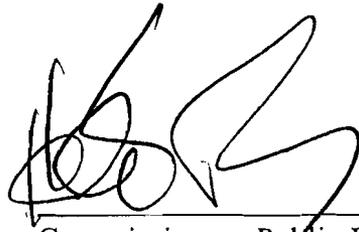
5. It is understood and agreed that this Agreement is not confidential, and that the Commission reserves the right to make public the agreement and its terms.

6. If payment in full is not received within one hundred and eighty days (180) from the execution herein, or if Gerardi violates any of the other terms of this Agreement, the Commission may declare this Agreement null and void and proceed to a hearing as if it had not been executed, or, in its discretion, pursue collection of the two thousand four hundred sixty dollars (\$2,460) payment provided for herein.

7. Once executed and delivered by both parties, the provisions of this Agreement shall constitute a legally binding agreement between the Commission and Gerardi. This Agreement may not be amended by either party, except by a writing duly executed and delivered by both parties hereto.

8. Gerardi waives any and all legal rights to challenge this final action and disposition in court, including, without limitation, commencing a CPLR Article 78 proceeding against the Commission, any State officer or employee or any public body based upon this matter.

  
Richard E. Gerardi  
Date:

  
Commission on Public Integrity by  
Herbert Teitelbaum  
Date: *October 28, 2008*