

JUN 01 2009

STATE OF NEW YORK  
COMMISSION ON PUBLIC INTEGRITY

NY State Commission on Public Integrity  
Albany, New York 12207

IN THE MATTER OF JAMES BRUNET,  
A FORMER INTERMODAL TRANSPORTATION SPECIALIST II  
WITH THE DEPARTMENT OF TRANSPORTATION

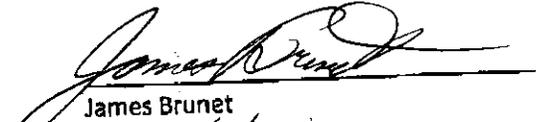
DISPOSITION AGREEMENT

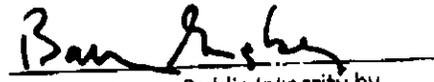
1. This Agreement between the New York State Commission on Public Integrity ("Commission") and James Brunet, a former intermodal transportation specialist II with the New York State Department of Transportation ("DOT"), shall be considered the final disposition of the alleged violation of Public Officers Law § 73(8)(a) describe: in the Notice of Reasonable Cause ("NORC") issued in this matter on October 30, 2008, and attached hereto.
2. In consideration of the Commission's agreement not to proceed further with enforcement proceedings, Brunet admits to violating Public Officers Law § 73(8)(a) as set forth in the NORC, and agrees to pay ten thousand dollars (\$10,000.00) to the Commission within one hundred and eighty (180) days following the 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. Brunet agrees that he will, in all respects, abide by the terms of Public Officers Law § 73(8)(a).
4. Brunet agrees that neither he nor his agent will issue any public statement directly or indirectly denying the factual allegations in the NORC or creating the impression that the NORC is without factual basis.
5. It is understood and agreed that this Agreement is not confidential, and that the Commission will make public the Agreement and its terms pursuant to Executive Law § 94(17)(a)(5).
6. If payment in full is not received within one hundred and eighty days (180) from the execution herein, or if Brunet 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 ten thousand dollars (\$10,000.00) 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 Brunet. This Agreement may not be amended by either party, except by a writing duly executed and delivered by both parties hereto.

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- 8. Brunet 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.

  
 James Brunet  
 Date: 5/15/09

  
 Commission on Public Integrity by  
 Herbert Teitelbaum Barry Ginsberg  
 Date: 6-12-09