

RECEIVED AUG 25 2010

STATE OF NEW YORK  
COMMISSION ON PUBLIC INTEGRITY

540 Broadway  
Albany, New York 12207

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IN THE MATTER OF BRUCE W. SAUTER,  
A FORMER CHIEF INFORMATION OFFICER  
FOR THE OFFICE OF REAL PROPERTY SERVICES

**DISPOSITION AGREEMENT**

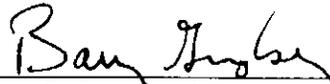
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1. This Agreement between the New York Commission on Public Integrity ("Commission") and Bruce W. Sauter ("Sauter"), former Chief Information Officer for the Office of Real Property Services, shall be considered the final disposition of the alleged violations of Public Officers Law Sec. 73(8)(a) described in the Notice of Reasonable Cause ("NORC") issued in The Matter of Bruce W. Sauter on October 22, 2009, and attached hereto.
  2. In consideration of the Commission's agreement not to proceed further with enforcement proceedings, Sauter (1) admits to violating Public Officers Law Sec. 73(8)(a) in connection with requests for information concerning the Village of Bronxville, the Town of Rye, and the Town of Greenburgh referred to in the NORC; (2) affirms under penalty of perjury that he received no compensation pertaining to his services to the Town of Greenburgh and the Town of Rye as set forth in the attached affidavit; and (3) agrees to pay eight thousand dollars (\$8,000) to the Commission within two hundred and forty (240) 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. Sauter hereby agrees that should the Commission obtain information that his Affidavit is inaccurate, this Agreement will be null and void and Sauter understands that he could be subject to any and all legal ramifications associated with the Commission's NORC as well as any potential liability associated with a false affidavit filed with a State agency.
  4. Sauter agrees that he will, in all respects, abide by the terms of Public Officers Law Sec. 73(8)(a).
  5. The Commission agrees, based on its Report of Investigation, that at no time did Sauter represent that he was an employee, nor was he actually an employee, of the Village of Bronxville, the Town of Rye, or the Town of Greenburgh or that he was "carrying out official duties as an elected official or employee of a federal, state or local government or one of its agencies." Public Officers Law Sec. 73(8)(e).
  6. Sauter 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.

7. It is understood and agreed that this Agreement is not confidential, and that the Commission and Sauter each reserve the right to make public the Agreement and its terms.
8. If payment in full is not received within two hundred and forty (240) days from the execution of this Agreement, or if Sauter 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 eight thousand dollar (\$8,000.00) payment provided for herein.
9. Once executed and delivered by both parties, the provisions of this Agreement shall constitute a legally binding agreement between the Commission and Sauter. This Agreement may not be amended by either party except by a writing duly executed and delivered by both parties hereto.
10. Sauter 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 or any State officer or employee or any public body based upon this matter.
11. This disposition agreement contains the entire agreement of the parties and supersedes any and all prior negotiations, agreements and understandings between the parties.



Bruce W. Sauter

Date:



Commission on Public Integrity by  
Barry Ginsberg, Executive Director  
and General Counsel

Date: 8-12-10

