

STATE OF NEW YORK  
COMMISSION ON PUBLIC INTEGRITY

540 Broadway  
Albany, New York 12207

---

IN THE MATTER OF CLIFTON VANGUILDER,  
A FORMER ENVIRONMENTAL ENGINEER III  
FOR THE DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION.

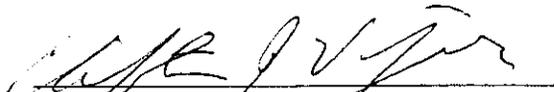
---

**DISPOSITION AGREEMENT**

1. This Agreement between the New York State Commission on Public Integrity ("Commission") and Clifton VanGuilder ("VanGuilder"), a former Environmental Engineer III for the Department of Environmental Conservation, shall be considered the final disposition of the alleged violation of Public Officers Law §§ 73(5) and 74(3)(d), (f) and (h) described in the Notice of Reasonable Cause ("NORC") issued in The Matter of Clifton VanGuilder on October 22, 2009, and attached hereto.
2. In consideration of the Commission's agreement not to proceed further with enforcement proceedings, VanGuilder admits to violating Public Officers Law §§ 73(5) and 74(3)(d), (f) and (h) as set forth in the NORC, and agrees to pay fifteen thousand dollars (\$15,000.00) to the Commission within one hundred and twenty (120) 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. VanGuilder agrees that he will, in all respects, abide by the terms of Public Officers Law §§ 73 and 74.
4. VanGuilder 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 reserves the right to make public the Agreement and its terms.
6. If payment in full is not received within one hundred and twenty (120) days from the execution herein, or if VanGuilder 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 fifteen thousand dollars (\$15,000.00) 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 VanGuilder.

This Agreement may not be amended by either party, except by a writing duly executed and delivered by both parties hereto.

8. VanGuilder 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.
9. This disposition agreement contains the entire agreement of the parties and supersedes any and all prior negotiations, agreements and understandings between the parties.

  
\_\_\_\_\_  
Clifton VanGuilder  
Date: 7/13/10

  
\_\_\_\_\_  
Commission on Public Integrity by  
Barry Ginsberg  
Executive Director and General Counsel  
Date: 8-12-10