

STATE OF NEW YORK  
JOINT COMMISSION ON PUBLIC ETHICS  
IN THE MATTER OF STEVEN KUHR,

540 Broadway  
Albany, New York 12207

Former Executive Deputy Commissioner and Director  
of the State Office of Emergency Management with  
the New York State Division of Homeland Security  
and Emergency Services.

RECEIVED MAY 21 2015

Violations of Public Officers Law §74(3)(d), (f) and (h)

SUBSTANTIAL BASIS INVESTIGATION REPORT  
AND SETTLEMENT AGREEMENT

Case No. 12-167

WHEREAS, the Joint Commission on Public Ethics ("Commission") is authorized by Executive Law §94 to conduct an investigation to determine whether a substantial basis exists to conclude that any violations of the Public Officers Law have occurred, to issue a report of its findings of fact and conclusions of law, and to impose penalties for any violation;

WHEREAS, Steven Kuhr ("Respondent") was the Director of the Office of Emergency Management in the New York State Division of Homeland Security and Emergency Services from October 2011 until his termination in November 2012;

WHEREAS, Respondent, in his official position, was actively involved in official State emergency management operations when the storm known as Hurricane Sandy struck and caused damage in areas of the State of New York, including the City of New York and the Counties of Nassau and Suffolk;

WHEREAS, the New York State Office of the Inspector General conducted an investigation and referred this matter to the Commission for its consideration;

WHEREAS, on October 10, 2013, a letter was sent to Respondent alleging violations of Public Officers Law §74(3)(d), (f), and (h);

WHEREAS, on December 11, 2014, a Notice of Substantial Basis Investigation was issued;

WHEREAS, Respondent and the Commission, the parties to this Settlement Agreement ("Agreement"), have agreed to resolve this matter in a manner that avoids additional administrative and/or adjudicatory proceedings;

NOW THEREFORE, in consideration of the mutual covenants made herein, as the final settlement of this matter, the parties stipulate and agree that:

1. Respondent admits that on October 31, 2012, while in Albany assisting in the recovery efforts related to the extensive damage and hazards to persons and property caused by Hurricane Sandy, he caused an emergency response crew to respond to his personal residence in East Northport, Suffolk County, New York, in order to clear away portions of a fallen tree that blocked access to his house. The crew was improperly diverted from its primary task of clearing fallen trees

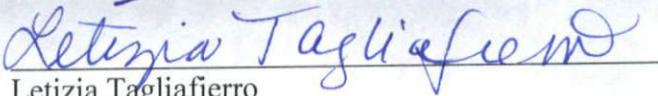
that were blocking public roads and impeding emergency response efforts. The remaining portions of the tree were later removed by a private contractor at Respondent's expense.

2. Respondent admits that by his actions described above, he violated Public Officers Law §74(3)(d), which provides, in relevant part, that no state employee may use his official position to secure unwarranted privileges or exemptions for himself.
3. Respondent agrees to pay the Commission the amount of four thousand dollars (\$4,000.00) in settlement of said violation within thirty (30) days of the execution of this Agreement.
4. The Commission has agreed to the terms of this Agreement based on, among other things, the representations made by Respondent to the Commission and the New York State Office of Inspector General. To the extent that representations made by Respondent are later found by the Commission to be materially incomplete or inaccurate, Respondent shall be in breach of this Agreement.
5. If Respondent fails to timely perform any conditions set forth in this Agreement, Respondent shall be in breach of the Agreement.
6. Respondent agrees not to take any action or to make, permit to be made, authorize, or agree to any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this paragraph affects Respondent's: (a) testimonial obligations; or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Commission is not a party. A violation of this Paragraph constitutes a breach of this Agreement by Respondent.
7. Upon a breach of this Agreement, the Commission shall have sole discretion to deem the Agreement null and void in its entirety, issue a new 15-day letter which may include additional charges against Respondent, initiate a Substantial Basis Investigation and proceed with an enforcement action. As to any new Substantial Basis Investigation Report or enforcement action by the Commission pursuant to this paragraph: (1) Respondent waives any claim that such action is time-barred by a statute of limitations or any other time-related defenses; and (2) Respondent expressly acknowledges and agrees that the Commission may use any statements herein, or any other statements, documents or materials produced or provided by Respondent prior to or after the date of this Agreement, including, but not limited to, any statements, documents, or materials, if any, provided for the purposes of settlement negotiations or in submissions by Respondent or by counsel on behalf of Respondent, in any proceeding against Respondent relating to the allegations herein.
8. Respondent understands and acknowledges that the Commission may investigate any other conduct by Respondent that is not covered by this Agreement, and take any appropriate action.
9. Respondent waives the right to assert any defenses or any challenges to this

Agreement, as well as any right to appeal or challenge the determination or conduct of the Commission relating to this matter in any forum.

10. This Agreement and any dispute related thereto shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
11. Respondent consents to the jurisdiction of the Commission in any proceeding to enforce this Agreement.
12. It is understood that this Agreement is not confidential and will be made public within 45 days of its execution in accordance with Executive Law §§94(14) & (19).
13. This Agreement constitutes the entire agreement between the parties and supersedes any prior communication, understanding, or agreement, whether oral or written, concerning the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth in this Agreement has been relied upon by any party to this Agreement.
14. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
15. This Agreement shall become effective upon execution by the Commission or its designee.
16. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
17. By signing below, Respondent acknowledges reading this Agreement in its entirety, understanding all terms and conditions of this Agreement, and, having done so, Respondent knowingly, voluntarily, and freely enters into this Agreement. Respondent was represented by counsel, John Rieck, Esq.

Dated: April 28, 2015 *May 21, 2015*

  
\_\_\_\_\_  
Letizia Tagliaferro  
Executive Director  
New York State Joint Commission on Public Ethics

ACCEPTED AND AGREED TO  
THIS 12 DAY OF MAY, 2015

Respondent

  
\_\_\_\_\_  
Steven Kuhr

**Approved:** Daniel J. Horwitz  
Chair

Paul Casteleiro  
Hon. Joseph Covello  
Marvin Jacob  
Seymour Knox, IV  
Gary J. Lavine  
David A. Renzi  
Michael A. Romeo, Sr.  
Hon. Renee R. Roth  
Michael K. Rozen  
Dawn L. Smalls  
George Weissman

**Absent:** David Arroyo  
Hon. Mary Lou Rath