STATE OF NEW YORK
COMMISSION ON PUBLIC INTEGRITY

IN THE MATTER OF

CRANE & VACCO, LLC, and
CRANE CONSULTING GROUP, LLC,
RESPONDENTS

DISPOSITION AGREEMENT

1. This Disposition Agreement between the New York State Commission on Public Integrity ("Commission"), Crane & Vacco, LLC (a limited liability company which has been dissolved) and Crane Consulting Group, LLC, and their respective successors and assigns (hereinafter referred to collectively as the "Respondent"), shall be considered the final disposition of the alleged violation of the Legislative Law, Article 1-A ("Lobbying Act") described in a Civil Penalty Referral ("Referral") issued by the New York Temporary State Commission on Lobbying (NYTSCOL) on or about September 6, 2007, as follows: The provision of a gift to two (2) public officials on or about June 15, 2004 which exceeded the maximum permitted gift value then in effect.

2. The Referral, all attached exhibits and documents, and all other documents, testimony, and any other evidence or exhibits obtained by the NYTSCOL and the Commission in the investigation that resulted in or from the Referral, shall be part of the public record and the Commission may make such materials available to the public upon request.

3. Pursuant to the Public Employee Ethics Reform Act (L. 2007, ch. 14), the Commission has authority to conduct enforcement proceedings for the violations set forth in the Referral and to impose civil penalties for knowing and willful violations of the Lobbying Act as alleged in the Referral. In consideration of the Commission's agreement not to proceed further with enforcement proceedings with respect to the Referral, Respondent admits the allegations contained in the civil penalty Referral described above in paragraph 1 of the Disposition Agreement in that the respondent paid for a meal for a public official the cost of which exceeded the limit permitted by regulation. Execution of this Disposition Agreement by Respondent and the Commission and Respondent's in fulfillment of all of its terms shall terminate enforcement proceedings.

4. No later than thirty (30) days from the execution of this Disposition Agreement by Commission and delivery of this Disposition Agreement to Respondent or its counsel will pay a civil penalty in the amount of Five Thousand Dollars ($5,000) to the Commission. Payment shall by one or more checks made payable to the New York State Commission on Public Integrity.

5. The Commission may in its sole discretion investigate any complaint against, or potential or alleged violation of the Lobbying Act committed by, Respondent on or after January 1, 2005. This Disposition Agreement is not a waiver of any such possible violations of the Lobbying Act by Respondent not covered by this Disposition Agreement.
6. Respondent agrees that neither it nor any of its agents, including but not limited to any of its respective attorneys, will issue any public statement, directly or indirectly, denying the factual allegations in the Referral or creating the impression that any of the Referral was without factual basis.

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

8. If Respondent violates any of the terms of this Disposition Agreement, the Commission may declare this Disposition Agreement null and void and proceed to a hearing as if the Disposition Agreement had not been executed.

9. Once executed and delivered by both parties, the provisions of this Disposition Agreement shall constitute a legally binding agreement between the Commission and Respondent. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by both parties.

10. The undersigned individuals each represents that he is authorized to execute this Disposition Agreement on behalf of the person indicated above his signature.

11. Respondent waives any and all legal rights to challenge this final action and disposition in any proceeding judicial or otherwise, and further agree specifically to refrain from commencing a CPLR Article 78 proceeding against the Commission, any State officer or employee or any public body based upon this matter.

Dated: 10/22/09

New York State Commission
Public Integrity
By: [Signature]
Title: Exec. Director

Dated: 10/19/09

Crane Consulting Group, LLC
By: [Signature]
Title: Member

Dated: 10/19/09

Crane & Vacco, LLC, a
Limited liability company which has been dissolved
By: [Signature]
Title: Former Member