

IN THE MATTER OF William J. Recevuto, II

Former Assistant Facilities Project Coordinator,  
State University of New York, Downstate Medical  
Center, Bay Ridge Facility

**SUBSTANTIAL BASIS INVESTIGATION REPORT**  
**AND SETTLEMENT AGREEMENT**  
Case No. 17-097

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, William J. Recevuto II ("Respondent"), was employed as an Assistant Facilities Project Coordinator at the State University of New York, Downstate Medical Center ("SUNY DMC"), Bay Ridge Facility from 2009 until his resignation on December 11, 2017;

WHEREAS, on August 11, 2017, the Office of the State Comptroller referred this matter to the Commission for its consideration;

WHEREAS, on September 11, 2017, a letter was sent to Respondent alleging violations of Public Officers Law §§ 73 (5) (a), 74 (3) (d), (e), (f), and (h), which afforded Respondent fifteen (15) days to respond and Respondent has waived notification in writing of possible violations pursuant to Executive Law § 94(13)(a);

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; and

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 while employed as an Assistant Facility Program Manager by SUNY DMC at the Bay Ridge facility, he accepted payments in the amounts of \$1,000, in 2015, and \$2,000, in 2016, from Sunset LG Realty LLC ("Sunset"), which leases the Bay Ridge facility to SUNY DMC. Respondent received these payments while his State employment responsibilities included coordinating with Sunset's employees to maintain the facility, and Respondent understood the payments were in recognition of his work in managing the SUNY DMC facility.
2. Respondent admits that his conduct described in Paragraph 1 violated Public Officers Law § 73 (5) (a) which provides that no state officer or employee shall, directly or indirectly solicit, accept or receive any gift having more than a nominal value, whether in the form of money, service, loan, travel, lodging, meals, refreshments, entertainment, discount,

forbearance or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part.

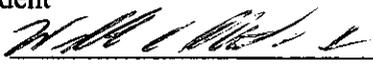
3. The Respondent agrees to pay the Commission the amount of four thousand dollars (\$4,000.00) in settlement of the said violation within thirty (30) days of execution of this Agreement.
4. The Commission has agreed to the terms of this Agreement based on, among other things, the representations made by the Respondent. To the extent that such representations made by the Respondent are later found by the Commission to be materially incomplete or inaccurate, the Respondent shall be in breach of this Agreement.
5. If the Respondent fails to timely perform any conditions set forth in the Agreement, Respondent shall be in breach of this 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 Notice of Substantial Investigation and Hearing, which may include additional charges against Respondent and proceed with an enforcement action, and then issue a new Substantial Investigation Report; or to deem the Respondent in breach of this Agreement and pursue, in court, any other remedy to which the Commission is entitled at law or in equity, including but not limited to, specific performance or injunction. As to any new Notice of Substantial Investigation and Hearing 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.
8. Respondent shall upon request by the Commission provide all documentation and information reasonably necessary for the Commission to verify compliance with this Agreement.
9. Respondent understands and acknowledges that the Commission may investigate any other conduct not covered by this Agreement by Respondent and take any appropriate action.
10. 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.

11. 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.
12. Respondent consents to the jurisdiction of the Commission in any proceeding to enforce this Agreement.
13. 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).
14. 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.
15. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
16. This Agreement shall become effective upon execution by the Commission or its designee.
17. 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.
18. By signing below, Respondent acknowledges reading this Agreement in its entirety, understanding all terms and conditions of this Agreement, and having done so, knowingly, voluntarily, and freely enters into this Agreement.

19. Dated: <sup>May</sup> April 11, 2018

  
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Seth H. Agata  
Executive Director  
New York State Joint Commission on Public Ethics

ACCEPTED AND AGREED TO  
THIS 1<sup>ST</sup> DAY OF MAY, 2018

Respondent  
By:   
\_\_\_\_\_  
Name: William J. Recevuto II

Approved:

Michael K. Rozen  
Chair

Robert Cohen  
James E. Dering  
Marvin E. Jacob  
Seymour Knox, IV  
Gary J. Lavine  
David McNamara  
Barry C. Sample  
Dawn L. Smalls  
George H. Weissman  
James A. Yates  
Members

J. Gerard McAuliffe, Jr.  
Absent