

STATE OF NEW YORK
JOINT COMMISSION ON PUBLIC ETHICS

540 Broadway
Albany, New York 12207

IN THE MATTER OF MICHAEL PARTIGIANONI,
Stores Clerk 2,

State University of New York at Cortland.

SUBSTANTIAL BASIS INVESTIGATION REPORT
AND SETTLEMENT AGREEMENT

Case No. 13-166

WHEREAS, the Joint Commission on Public Ethics ("Commission") has authority pursuant to Executive Law §94 to conduct an investigation to determine whether a substantial basis exists to conclude that a violation of the Public Officers Law has occurred, to issue a report of its finding of a substantial basis to conclude that a violation has occurred, and to impose penalties for such violation as provided for in the Executive Law;

WHEREAS, this Settlement Agreement ("Agreement") is entered into by and between the Commission and Michael Partigianoni ("Respondent");

WHEREAS, Respondent has been employed by the State University of New York at Cortland ("SUNY Cortland") from 1980 to the present, in the title of Stores Clerk 2, in the capacity of working in the laundry room, running the washer and dryer, and cleaning laundry and sports equipment;

WHEREAS, in or about February 25, 2014, SUNY Cortland issued a Notice of Discipline and Statement of Charges against the Respondent alleging that in the summers of 2009-2013, the Respondent accepted prohibited gifts in violation of the Public Officers Law;

WHEREAS, the Respondent has waived notification in writing of possible violations pursuant to Executive Law §94(13)(a) and in lieu of appearing in an adjudicatory proceeding that could result in the assessment of a civil penalty against Respondent, the parties to this Agreement have agreed to resolve their dispute in a manner that avoids further administrative proceedings;

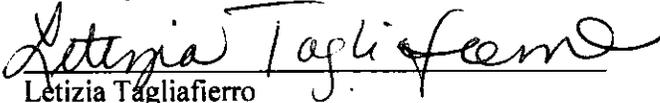
NOW THEREFORE, in consideration of the mutual covenants made herein, as the final settlement of the violation set forth herein, the parties stipulate and agree that:

- I. Respondent admits that in the summers of 2009-2013, he was offered and accepted items of value including cash tips, sports apparel, and tickets, collectively valued at approximately \$4,672 as a reward for his service, *i.e.*, washing and cleaning laundry and sports equipment.

- II. Respondent admits that by engaging in the conduct stated in Paragraph I, he violated Public Officers Law §73(5)(a), which prohibits a State employee from accepting gifts as a reward for official action.
- III. Respondent agreed to enter into a final settlement agreement with SUNY Cortland on the pending Notice of Discipline proceeding whereby the Respondent agreed to withdraw his grievance pertaining to the Notice of Discipline, agreed to a written reprimand from SUNY Cortland, agreed to a fine in the amount of \$4,672, and SUNY Cortland and Respondent agreed to provide the Commission with an executed copy of the final settlement agreement. The settlement agreement was executed on April 21, 2014.
- IV. The Respondent agrees to take the Commission's Online Ethics Orientation through the Statewide Learning Management System within thirty (30) days of the signing of this Agreement.
- V. If Respondent fails to timely perform the conditions set forth in this Agreement, Respondent will be in breach of this Agreement, and it shall be in the Commission's sole discretion to deem the Agreement null and void in its entirety, issue a notice of violation and/or a Substantial Basis Investigation Report, which may include additional charges against Respondent, 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, provided that such action would not have been time-barred if brought on or before the date of this Agreement; and (2) Respondent expressly acknowledges and agrees that the Commission may use any statements herein, or any other statements, documents or other materials produced or provided by Respondent prior to or after the date of this Agreement, including, but not limited to, any statements, documents, or other materials, if any, provided for the purposes of settlement negotiations or in submissions by Respondent or by counsel on behalf of Respondent, in any enforcement proceeding against Respondent relating to the allegations herein.
- VI. Respondent shall, upon request by the Commission, provide all documentation and information reasonably necessary for the Commission to verify compliance with this Agreement.
- VII. The Commission has agreed to the terms of this Agreement based on, among other things, the representations made to the Commission by Respondent. To the extent that representations made by Respondent are later found to be materially incomplete or inaccurate by the Commission, Respondent shall be in breach of this Agreement.
- VIII. Notwithstanding the provisions of this Agreement, Respondent understands and acknowledges that the Commission may investigate other knowing and intentional violations of the Public Officers Law, if any, by Respondent and take any appropriate action.

- IX. 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.
- X. This Agreement and any dispute related thereto shall be governed by the laws of the State of New York without regard to any conflicts of laws principles.
- XI. Respondent consents to the jurisdiction of the Commission in any proceeding or action to enforce this Agreement.
- XII. 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).
- XIII. 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 under Paragraph V herein.
- XIV. 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.
- XV. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
- XVI. This Agreement shall become effective upon execution by the Commission or its designee.
- XVII. 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.
- XVIII. 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. The Respondent was represented by counsel, Will Streeter, Esq.

Dated: June 12, 2014.



Letizia Tagliaferro

Executive Director

New York State Joint Commission on Public Ethics

ACCEPTED AND AGREED TO
THIS 30 DAY OF May, 2014

Respondent
By: Michael Partigianoni
Name: Michael Partigianoni

RECEIVED JUN 12 2014

Approved: Daniel J. Horwitz
Chair

David Arroyo
Paul Casteleiro
Hon. Joseph Covello
Marvin Jacob
Seymour Knox, IV
Gary J. Lavine
Hon. Mary Lou Rath
Michael A. Romeo, Sr.
Renee R. Roth

Absent: Mitra Hormozi
David A. Renzi
George Weissman

Members