

NEW YORK STATE COMMISSION ON ETHICS  
AND LOBBYING IN GOVERNMENT

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IN THE MATTER OF

SETTLEMENT AGREEMENT

AARON ADAMS,

Case No. 24-078

RESPONDENT.

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1. This settlement agreement (the “Agreement”) is entered into by and between the New York State Commission on Ethics and Lobbying in Government (COELIG) and Aaron Adams (the “Respondent”) (collectively the “Parties”).

2. COELIG is responsible for administering the Public Officers Law.

3. This Agreement constitutes the entire agreement between COELIG and Respondent. There are no promises, agreements, or conditions, express or implied, other than those set forth in this document. No modification, deletion, or addition to this agreement will be valid or binding on either party unless put into writing and signed by all parties.

4. This agreement shall become effective upon execution by COELIG, and it is understood that this agreement is not confidential and will be made public in accordance with the provisions set forth in Executive Law §§ 94(10)(p)(ii), (12)(a)(iii), and (13)(b), and 19 NYCRR Part 941.16.

5. The Parties have agreed to resolve this matter in a manner that avoids additional administrative and/or adjudicatory proceedings. As such, the Parties stipulate to the following facts:

- a. Respondent is employed as the Chief of Security at the New York State Office of Mental Health’s (“OMH”) Greater Binghamton Health Center (“GBHC”).
- b. From December 2024 to February 2025, Respondent falsified his time and attendance records, as well as GBHC sign-in logs. Specifically, on days when he was late for work, Respondent indicated that he arrived at an earlier time. On March 4, 2025, a week after Respondent found out that he was under investigation, Respondent met with

GBHC's Director of Facility Administrative Services, to admit to the above-described conduct. Respondent further stated that he wished to receive "Leave Without Pay" for numerous dates and times that he provided between December 12, 2024, and February 2, 2025. This amounted to approximately 11 hours of work time that was unaccounted for previously in Respondent's time and attendance records.

- c. Respondent deleted video surveillance footage from a GBHC computer ShareFile. The video files that Respondent deleted contained footage of his movements to and from the GBHC facility and were compiled and prepared as a response to a subpoena from COELIG – which had already been provided to GBHC Human Resources for response.

6. Public Officers Law § 74(3)(d) and (h) provide, in pertinent part, that:

(d) No officer or employee of a state agency . . . should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others, including but not limited to, the misappropriation to himself, herself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes.

(h) An officer or employee of a state agency . . . should endeavor to pursue a course of conduct which will not raise suspicion among the public that he or she is likely to be engaged in acts that are in violation of his or her trust.

7. Respondent admits that his conduct violated Public Officers Law §§ 74(3)(d) and 74(3)(h). Further, Respondent agrees to pay to the Commission \$6,500 in settlement of the said violations with the following conditions for payment:

- a. \$541.74 to be paid within 30 days from the full execution of this Agreement.
- b. 541.66 to be paid on the 15<sup>th</sup> of each month, beginning April 15, 2026, until the total amount has been paid, no later than April 15, 2027.

8. If the Respondent fails to timely perform the conditions of payment, Respondent shall be in breach of this Agreement. Upon a breach of this Agreement, the Commission can either: (i) issue a Notice of Substantial Investigation and Hearing and proceed with an enforcement action; or (ii) deem the Respondent in breach of this Agreement and pursue, in court, any other remedy to which the Commission is entitled at law.

9. 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 or acknowledgment in this agreement or creating the impression that this agreement is without factual basis.

10. By signing below, Respondent acknowledges reading this agreement in its entirety, and understanding all terms and conditions of this agreement, and having done so, knowingly, voluntarily, and freely enters into this agreement.



Sanford N. Berland  
Executive Director - NYS Commission  
on Ethics and Lobbying in Government

3/3/2026  
DATE

**ACCEPTED AND AGREED TO BY:**



Aaron Adams  
Respondent

March 3, 2026  
DATE