

IN THE MATTER OF ALEXANDER  
ELEGUDIN,

FORMER SENIOR ADVISOR AND CHIEF OF  
SYSTEMWIDE ACCESSIBILITY FOR NEW  
YORK CITY TRANSIT, METROPOLITAN  
TRANSPORTATION AUTHORITY, NEW  
YORK.

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SUBSTANTIAL BASIS INVESTIGATION REPORT  
AND SETTLEMENT AGREEMENT  
CASE NO. 21-057

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, Alexander Elegudin (“Respondent”), was employed by New York City Transit (“NYC Transit”), a division of Metropolitan Transportation Authority (“MTA”), from June 25, 2018 until his resignation on November 1, 2020. Respondent served as a Senior Advisor and Chief of Systemwide Accessibility for his entire tenure at NYC Transit;

WHEREAS, pursuant to Public Officers Law §73-a, subdivision 2(a), designated state officers and employees are required to file “an annual statement of financial disclosure containing information and in the form set forth in subdivision three of this section ...on or before the fifteenth day of May with respect to the preceding calendar year” with the Commission;

WHEREAS, Respondent was designated a “state officer or employee” as defined by Public Officers Law §73-a, and required to submit a Financial Disclosure Statement, as set forth at Public Officers Law §73-a, subdivision 3, to the Commission for the calendar years 2017, 2018, and 2019;

WHEREAS, on May 20, 2021, the Office of the MTA Inspector General made public its findings that in August 2020, Respondent disclosed confidential MTA selection committee information relating to a request for a proposal to a bidding vendor;

WHEREAS, on March 31, 2021, the MTA Inspector General sent this matter to the Commission for its consideration;

WHEREAS, on June 2, 2021, a letter was sent to Respondent alleging violations of Public Officers Law §§ 74 (3)(d) & (h), which afforded Respondent fifteen (15) days in which to respond;

WHEREAS, on June 21, 2021, Respondent provided a response to the Commission's letter of June 2, 2021;

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 August 27, 2020, he disclosed confidential information learned in the course of his duties for the MTA to a vendor bidding on a request for a proposal in order to give this company an advantage in the selection process.
2. Respondent admits that his conduct described in Paragraph 1 violated Public Officers Law § 74(3)(c), which provides that no officer or employee of a state agency should disclose confidential information acquired by him in the course of his official duties.
3. Respondent maintained outside employment as President of the Board of a not-for-profit corporation, Wheeling Forward, after entering State service in June of 2018, and did not accurately report this position on Questions 4a and 5a of the Respondent's 2017, 2018, and 2019 Financial Disclosure Statements.
4. Respondent admits that he did not accurately report \$5,000 in income from his outside employment when he submitted a Financial Disclosure Statement for the year 2019, which was required by Question 13 pursuant to Public Officers Law § 73-a (4).
5. Respondent agrees to pay the Commission the amount of five thousand dollars (**\$5,000**) in settlement of said violations, to be paid within sixty (60) days of execution of this Agreement.
6. Respondent further agrees to file accurate and complete Amended Financial Disclosure Statements for the years 2017, 2018, and 2019 within sixty (60) days of the signing of this Agreement.
7. 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.
8. If the Respondent fails to timely perform any conditions set forth in the Agreement, Respondent shall be in breach of this Agreement.


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 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.
10. 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 Basis Investigation and Hearing, which may include additional charges against Respondent and proceed with an enforcement action, and then issue a new Substantial Basis 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 Basis 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.
11. Respondent shall upon request by the Commission provide all documentation and information reasonably necessary for the Commission to verify compliance with this Agreement.
12. Respondent understands and acknowledges that the Commission may investigate any other conduct not covered by this Agreement by Respondent and take any appropriate action.
13. 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.
14. 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.
15. Respondent consents to the jurisdiction of the Commission in any proceeding to enforce this Agreement.
16. 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).

17. 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.
18. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
19. This Agreement shall become effective upon execution by the Commission or its designee.
20. 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.
21. 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. Electronic signatures shall be deemed original for this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.

Dated: November 3, 2021

  
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Executive Director  
New York State Joint Commission on Public Ethics

ACCEPTED AND AGREED TO  
THIS 21 DAY OF October, 2021

Respondent  
By:   
\_\_\_\_\_  
Name: Alexander Elegudin

Approved:

Jose L. Nieves  
Chair

Richard F. Braun  
Colleen C. DiPirro  
Sharon Stern Gerstman  
William P. Fisher  
C. Randall Hinrichs  
Marvin E. Jacob  
Gary J. Lavine  
George H. Weissman  
James A. Yates

Absent:

Terryl L. Brown  
James W. McCarthy  
David J. McNamara  
Juanita Bing Newton

Members