

IN THE MATTER OF SHIVANAND
KALIPERSADSINGH,

FORMER FINANCE MANAGER FOR
BUSINESS SERVICES CENTER,
METROPOLITAN TRANSPORTATION
AUTHORITY

SUBSTANTIAL BASIS INVESTIGATION REPORT
AND SETTLEMENT AGREEMENT
CASE NO. 21-144

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, Shivanand Kalipersadsingh (“Respondent”), was employed by Metropolitan Transportation Authority (“MTA”), as a Finance Manager for the Business Services Center from approximately October 1999 to February 28, 2021;

WHEREAS, on August 3, 2021, following an investigation into the matter, the Office of the Inspector General for the MTA (“OIG-MTA”) sent this matter to the Commission for its consideration;

WHEREAS, on January 5, 2022, a letter was sent to Respondent alleging violations of Public Officers Law §§ 74 (3)(d) & (h), and 73-a (4), which afforded Respondent fifteen (15) days in which to respond;

WHEREAS, on January 26, 2022, Respondent through his counsel, Richard V. Rappaport, provided a response to the Commission’s letter;

WHEREAS, on February 15, 2022, the Commission commenced an investigation into this matter;

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:

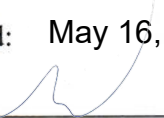
1. Respondent admits that he underreported income on his submitted annual financial disclosure statements for the calendar years 2018 and 2019, by failing to include earned income from an accounting and tax preparation business, Kalipersad & Co Inc. (“Kalipersad”), of which Respondent is a principal.
2. Specifically, Respondent admits that his outside business earned \$224,915 income for the year 2018, and \$178,219 income for the year 2019. As a result, Respondent’s disclosures of income earned by himself and his spouse on his 2018 and 2019 FDS, in response to Question 13, were not accurate. For both years, Respondent indicated that his income as President of Kalipersad fell under Category C, \$1,000 to under \$5,000, and that his spouse’s income as Vice President of Kalipersad fell under Category E, \$20,000 to under \$50,000. In total, Respondent should have disclosed income from Kalipersad in the amount of Category I, \$150,000 to under \$250,000.
3. Respondent further admits that he misused MTA resources to conduct his accounting and tax preparation business. Specifically, Respondent used his MTA email account to send and receive numerous emails relating to Kalipersad business between 2018 and 2020. Respondent also admits that he stored hundreds of documents related to Kalipersad business on his MTA desktop computer. Respondent admits that this use of MTA resources was unauthorized.
4. Respondent admits that the conduct described in Paragraph 2 violated Public Officers Law §73-a(4), which provides in part that any reporting individual who knowingly and willfully with intent to deceive makes a false statement or gives information which such individual knows to be false on such statement of financial disclosure shall be subject to a civil penalty.
5. Respondent admits that the conduct described in Paragraph 3 violated Public Officers Law §74(3)(d), which provides that no officer or employee of a state agency should use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others, including but not limited to, the misappropriation to himself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes.
6. Respondent agrees to pay the Commission or any successor agency or commission the amount of eight thousand dollars (**\$8,000**) in settlement of said violations, to be paid within sixty (60) days of execution of this Agreement.
7. Respondent further agrees to file accurate and complete Amended Financial Disclosure Statements for the years 2018 and 2019 within sixty (60) days of the signing of this Agreement.
8. 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 or any

successor agency or commission to be materially incomplete or inaccurate, the Respondent shall be in breach of this Agreement.

9. If the Respondent fails to timely perform any conditions set forth in the Agreement, Respondent shall be in breach of this Agreement.
10. 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.
11. Upon a breach of this Agreement, the Commission or any successor agency or 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 or any successor agency or 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 or any successor agency or 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 or any successor agency or 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.
12. Respondent shall upon request by the Commission or any successor agency or commission provide all documentation and information reasonably necessary for the Commission to verify compliance with this Agreement.
13. Respondent understands and acknowledges that the Commission or any successor agency or commission may investigate any other conduct not covered by this Agreement by Respondent and take any appropriate action.
14. 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.
15. 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.

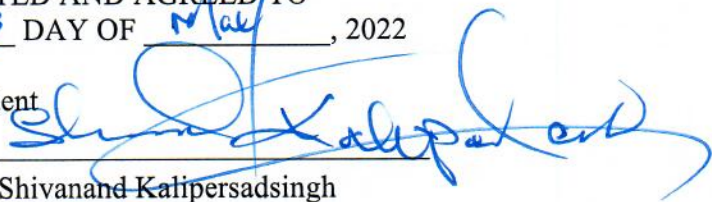
16. Respondent consents to the jurisdiction of the Commission or any successor agency or commission in any proceeding to enforce this Agreement.
17. It is understood that this Agreement is not confidential and will be made public within 45 days of its execution in accordance with Executive Law §§ 94(14) & (19).
18. 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.
19. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
20. This Agreement shall become effective upon execution by the Commission or its designee.
21. 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.
22. 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. Respondent is represented by Richard V. Rappaport, Esq.

Dated: May 16, 2022



Sanford N. Berland
Executive Director
New York State Joint Commission on Public Ethics

ACCEPTED AND AGREED TO
THIS 13 DAY OF May, 2022

Respondent
By: 
Name: Shivanand Kalipersadsingh

Approved:

Jose L. Nieves
Chair

Richard F. Braun
Terryl L. Brown
Colleen C. DiPirro
William P. Fisher
C. Randall Hinrichs
David J. McNamara
George H. Weissman

Opposed:

Sharon Stern Gerstman
Marvin E. Jacob
Gary J. Lavine
James A. Yates

Members