STATE OF NEW YORK
JOINT COMMISSION ON PUBLIC ETHICS

540 Broadway
Albany, New York 12207

IN THE MATTER OF SENY TAVERAS,

FORMER EXECUTIVE DIRECTOR OF THE
CUNY IN THE HEIGHTS PROGRAM, HOSTOS
COMMUNITY COLLEGE

SUBSTANTIAL BASIS INVESTIGATION REPORT
AND SETTLEMENT AGREEMENT
CASE NO. 20-067

WHEREAS, the Joint Commission on Public Ethics (the "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, Seny Taveras ("Respondent"), had been employed by Hostos Community College, part of City University of New York, ("CUNY"), as the Executive Director of Continuing Education - "CUNY in the Heights Program," from June 30, 2014 to June 30, 2019.

WHEREAS, for all years of her employment with CUNY, Respondent was required to file a financial disclosure statement ("FDS") with the Commission, pursuant to Public Officers Law § 73-a, and did in fact submit an FDS during each year of her employment;

WHEREAS, on May 5, 2020, the Office of the New York State Inspector General conducted an investigation and sent this matter to the Commission for its consideration, alleging that, among other things, Respondent engaged in compensated outside activity and failed to report outside income on her FDS reports;

WHEREAS, on June 15, 2020, a letter was sent to Respondent alleging violations of Public Officers Law §§ 73(7), 73-a, and 74(3) (a), (d), (f) and (h), which afforded Respondent fifteen (15) days in which to respond.

WHEREAS, Respondent provided the Commission with a response to the allegations on June 23, 2020;

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, while employed by CUNY, she engaged in compensated private consulting work assisting private businesses with licensing applications before the New York State Liquor Authority ("SLA") and other local government entities.

2. Respondent admits that her conduct described in Paragraphs 1 violated Public Officers Law § 73(7) which provides, in relevant part, that no state officer or employee, other than in the proper discharge of official state or local governmental duties, shall receive any compensation, in whatever form, for the appearance or rendition of services by herself or another in relation to any case, proceeding, application or other matter before a state agency where such appearance or rendition of services is in connection with a licensing matter.

3. Respondent admits that she failed to report over $10,000 in outside income from her private consulting business, on her annual Financial Disclosure Statement for the year 2016, and $2500 for the year 2017. Question 13 of the statutory Financial Disclosure Statement set forth at Public Officers Law § 73-a, subdivision 3, states in pertinent part that a covered individual must report "the nature and amount of any income in excess of $1,000 from each source for the reporting individual ... for the taxable year last occurring prior to the date of filing. Further Respondent failed to disclose her ownership of investment property and rental income from said property on her financial disclosure statements for the years 2014-2019.

4. The Respondent agrees to pay the Commission, or any successor agency or commission, the amount of eight thousand dollars ($8,000.00) in settlement of the said violation with two-thousand dollars ($2000.00) being paid within thirty (30) days of the execution of this Agreement, an additional four-thousand dollars ($4000.00) to be paid within six (6) months of the execution of this Agreement, and an additional two-thousand dollars ($2000.00) to be paid within nine (nine) months of the execution of this Agreement.

5. Respondent agrees to amend her Annual Statements of Financial Disclosures to accurately reflect her outside compensation and ownership of investment property for the years 2014-2019.

6. 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.

7. If the Respondent fails to timely perform any conditions set forth in the Agreement, Respondent shall be in breach of this Agreement.

8. 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.

9. 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 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.

10. 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.

11. 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.

12. 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.

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, or any successor agency or 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. 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).

16. 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.

17. Any amendment or modification to this Agreement shall be in writing and signed by both parties.

18. This Agreement shall become effective upon execution by the Commission, or any successor agency or commission, or its designee.

19. 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.

20. 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 was represented by Andrew Maloney, Esq.

Dated: June 30, 2022

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

ACCEPTED AND AGREED TO

THIS 29 DAY OF June, 2022

Respondent
By:

Seny Taveras

Approved: Jose L. Nieves
Chair

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

Absent: James A. Yates

Members