

IN THE MATTER OF WILFREDO VEGA
COIB CASE NO. 2016-090
FEBRUARY 17, 2017

SUMMARY: The Board imposed a \$75,000 fine, reduced to \$5,000 on a showing of financial hardship, on a former Traffic Enforcement Agent IV at the New York City Police Department (“NYPD”) for his multiple violations of the City’s conflicts of interest law, primarily relating to his work for his private business, Junior’s Police Equipment, Inc. (“Junior’s”). In particular, the former Traffic Enforcement Agent: 1) submitted an application on behalf of Junior’s to be added to the NYPD authorized police uniform dealer’s list; 2) submitted a letter to the NYPD Commissioner, asking that Junior’s be permitted to obtain a license from the NYPD to manufacture and sell items with the NYPD logo; 3) arranged with the commanding officer at the NYPD Traffic Enforcement Recruit Academy (“TERA”) to sell uniforms for Junior’s there and presented a sales pitch at TERA to a group of recruits – all on-duty public servants commanded to attend, taking in, over a two-day period, more than \$32,781 in orders at TERA and receiving \$3,704.85 in cash and credit card deposits; 4) over a three-month period, worked for Junior’s at times when he was supposed to be working for the City; 5) over a thirteen-month period, used his NYPD vehicle, gas (approximately two tanks of gas per week), and NYPD E-ZPass (\$8,827.93 in tolls), to conduct business for Junior’s, to commute on a daily basis, and for other personal purposes; 6) on 26 occasions, used his police sirens and lights in non-emergency situations in order to bypass traffic while conducting business for Junior’s, commuting, and engaging in other personal activities; and used an NYPD logo on his Junior’s business card without authorization. The Traffic Enforcement Agent IV engaged in the above conduct in contravention of prior advice from Board staff, which directed that he seek the Board’s advice if he ever wanted to apply to become an NYPD uniform dealer and that warned him not to use City time or resources for his outside activities, or to appear before the City on behalf of Junior’s. The former Traffic Enforcement Agent IV acknowledged that his conduct violated the City’s conflicts of interest law, which prohibits any public servant from, for compensation, representing private interests before the City; from pursuing private activities during times when that public servant is required to perform services for the City; and from using City resources, which includes an NYPD vehicle, lights and sirens, gas, E-ZPass, and the NYPD logo, for any non-City purpose; from using his City position, in this case, his emergency lights and sirens, for his personal financial benefit. The former Traffic Enforcement Agent IV also acknowledged that he had resigned from NYPD due to these infractions. Based on the Traffic Enforcement Agent IV’s showing of financial hardship, which included documentation of his loss of his status as an NYPD-authorized uniform dealer and licensed gun dealer that resulted in the closing of Junior’s, the Traffic Enforcement Agent’s lack of employment or other income, lack of assets, and outstanding debts, the Board agreed to reduce its fine from \$75,000 to \$5,000. *COIB v. Vega*, COIB Case No. 2016-090 (2017).

STIPULATION AND DISPOSITION:

WHEREAS, the New York City Conflicts of Interest Board (the “Board”) commenced an enforcement action pursuant to Section 2603(h)(1) of Chapter 68 of the New York City Charter (“Chapter 68”) against Wilfredo Vega (“Respondent”); and

WHEREAS, the Board and Respondent wish to resolve this matter on the following terms,

IT IS HEREBY AGREED by and between the parties as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits to the following:

- a. From September 15, 2011, through February 6, 2016, I was employed by the New York City Police Department (“NYPD”), last serving as a Traffic Enforcement Agent IV. As such, during this time, I was a “public servant” within the meaning of and subject to Chapter 68.
- b. By letter dated October 14, 2010, I asked the Board whether, if I accepted a Traffic Enforcement Agent position at NYPD, I could retain ownership of Junior’s Police Equipment, Inc., located at 211 East 21st Street, New York, New York (“Junior’s” or “the Store”). I represented that Junior’s was a store that sold equipment, such as holsters, badge holders and t-shirts, but that it was not an NYPD-approved uniform vendor. By letter dated November 17, 2010, the Board informed me that I could retain my interest in Junior’s provided that my work for Junior’s was performed only at times when I was not required to perform services for the City; that I did not use my City position or title to obtain any private advantage for myself or Junior’s; that I did not use City resources in connection with my work for Junior’s; and that I did not communicate with any City agency, other than on ministerial matters, on behalf of Junior’s. The Board’s letter also informed me that, if Junior’s sought to engage in business dealings with the City in the future, “including proposing to become a NYPD approved uniform vendor, I must first seek the Board’s further advice.”
- c. On or about June 27, 2014, without seeking further Board advice, I submitted a letter and application to NYPD on behalf of Junior’s, requesting to be added to the NYPD’s authorized uniform dealer’s list to sell “class A uniforms” as a branch office of P&S Custom Tailoring and agreeing to comply with detailed NYPD vendor specifications. The license application process includes a site inspection by NYPD officials. On July 22, 2014, NYPD granted my application on behalf of Junior’s.
- d. On or about December 3, 2015, I sent a letter to then NYPD Commissioner William Bratton on behalf of Junior’s, requesting that Junior’s be permitted to obtain an official license from NYPD to manufacture and sell items bearing the NYPD logo.
- e. Between September 28 and December 30, 2015, I performed work for Junior’s at times I was required to perform work for the NYPD, including but not limited to:
 - i. On Monday, September 28, 2015, from 9:20 am to 10:30 am, I worked at the Store.
 - ii. On Monday, October 5, 2015, from 8:20 am to 10:10 am, I worked at the Store.

- iii. On Wednesday, October 7, 2015, from 9:30 am to 11:15 am, I worked at the Store.
- iv. On Thursday, October 8, 2015, from 8:30 am to 9:45 am, I worked at the Store.
- v. On Wednesday, October 14, 2015, from 9:25 am to 10:30 am, I worked at the Store.
- vi. On Tuesday, November 10, 2015, from 9:45 am to 10:40 am, I worked at the Store.
- vii. On Thursday, November 12, 2015, from 9:30 am to 10:15 am, I worked at the Store.
- viii. On Friday, November 13, 2015, from 8:30 am to 10:45 am, I worked at the Store, drove to pick up packages, and returned to the Store.
- ix. On Wednesday, November 18, 2015, from 8:35 am to 11:26 am, I worked at the Store.
- x. On Wednesday, December 2, 2015, at 7:30 am, I drove to P&S Uniforms (Junior's tailor) in Queens; from 9:50 am to 10:16 am, I worked at the Store; at 10:40 am, I drove to 656 East 133rd Street in the Bronx to Junior's warehouse and loaded an NYPD car with boxes then drove to the Store, unloaded the boxes, and worked at the Store from 12:50 pm to 1:25 pm.
- xi. On Thursday, December 3, 2015, from 8:39 am to 10:08 am, I worked at the Store.
- xii. On Monday, December 7, 2015, from 9:20 am to 11:03 am, I worked at the Store.
- xiii. On Tuesday, December 8, 2015, at 10:38 am, I loaded boxes and garment bags into my assigned NYPD vehicle from another vehicle; from 10:57 am to 11:34 am, I worked at the Store; at 3:00 pm (while on overtime) I met with a person at New York Police Shop in Queens; and at 4:05 pm (while on overtime), I delivered uniforms to One Police Plaza.
- xiv. On Wednesday, December 9, 2015, from 7:31 am to 7:36 am, I worked at the Store; from at least 8:14 am to 10:23 am, I was at NYPD's Traffic Enforcement Recruitment Academy ("TERA"), located at 28-11 Queens Plaza North in Long Island City, when I had no official purpose for being there, then returned to the Store.
- xv. On Friday, December 11, 2015, at 2:46 pm, I was working at the Store.
- xvi. On Tuesday, December 15, 2015, from 8:18 am to 9:52 am, I worked at the Store.
- xvii. On Wednesday, December 16, 2015, from 8:50 am to 10:00 am, I worked at the Store.
- xviii. On Thursday, December 17, 2015, from 8:45 am to 9:15 am, I worked at the Store, and at 1:10 pm I was in Brooklyn, loading boxes into an unknown car.
- xix. On Friday, December 18, 2015, at 2:16 pm, I was working at the Store.
- xx. On Monday, December 21, 2015, at 9:00 am, I was working at the Store.
- xxi. On Wednesday, December 23, 2015, from approximately 6:30 am to at least 1:59 pm, I sold identification holders and uniforms to Traffic Enforcement Agent recruits at TERA.

- xxii. On Wednesday, December 24, 2015, from 9:15 am to 11:12 am, I sold identification holders and uniforms at TERA, placed bags into my assigned NYPD car, and left TERA, arriving at the Store at 11:40 am.
 - xxiii. On Monday, December 28, 2015, at 8:39 am, I opened the Store.
- f. From approximately November 11, 2014, through December 30, 2015, without NYPD authorization, I used my assigned NYPD vehicle to conduct business on behalf of Junior's, to commute on a daily basis, and for other personal purposes, including but not limited to:
- i. On Monday, October 5, 2015, I drove my assigned NYPD vehicle to and from the Store.
 - ii. On Wednesday, October 7, 2015, I drove my assigned NYPD vehicle to and from the Store.
 - iii. On Thursday, October 8, 2015, I drove my assigned NYPD vehicle to and from the Store.
 - iv. On Wednesday, October 14, 2015, I drove my assigned NYPD vehicle to and from the Store.
 - v. On Tuesday, November 10, 2015, I drove my assigned NYPD vehicle to and from the Store.
 - vi. On Thursday, November 12, 2015, I drove my assigned NYPD vehicle to and from the Store.
 - vii. On Friday, November 13, 2015, I drove my assigned NYPD vehicle from 8:30 am to 10:45 am to the Store then to pick up and transport packages back to the Store.
 - viii. On Wednesday, November 18, 2015, I drove my assigned NYPD vehicle to and from the Store.
 - ix. On Wednesday, December 2, 2015, at approximately 5:52 AM, I drove from my residence on Staten Island in an NYPD Ford Escape, a vehicle that was larger than my normally assigned NYPD vehicle. I drove the Ford Escape to P&S Uniforms (Junior's tailor) in Queens, arriving at 7:30 am, delivered a uniform jacket, and drove to the store. I then drove the NYPD Ford Escape to 656 East 133rd Street in the Bronx to Junior's warehouse, loaded the vehicle with boxes and returned to the Store to unload the boxes there.
 - x. On Thursday, December 3, 2015, I drove my assigned NYPD vehicle to and from Junior's; picked up a female passenger at Henry and Lorraine Streets, Brooklyn; took her to Daisey's Diner at 452 Fifth Avenue in Brooklyn; and then drove her to 615 Clinton Street, Brooklyn.
 - xi. On Saturday, December 5, 2015, I drove my assigned NYPD vehicle from my residence on Staten Island to P&S Custom Tailoring in Queens (Junior's tailor) then drove to Junior's and unloaded numerous NYPD jackets from my assigned NYPD vehicle.
 - xii. On Monday, December 7, 2015, I drove my assigned NYPD vehicle to and from the Store.
 - xiii. On Tuesday, December 8, 2015, I drove my assigned NYPD vehicle to the Store; at approximately 10:38 am, with the help of a passenger, I loaded boxes

- and garment bags into my assigned vehicle from another vehicle; at 3:00 pm, I drove to New York Police Shop in Queens; and at 4:05 pm, I used the NYPD vehicle to deliver uniforms to One Police Plaza.
- xiv. On the morning of Wednesday, December 9, 2015, I drove to the Store in my assigned NYPD vehicle then to TERA and back to the Store. In the afternoon, I returned to the Store in my assigned NYPD vehicle, where it was parked at 1:06 pm.
 - xv. On Friday, December 11, 2015, I drove to and from the Store; transported a passenger in my assigned NYPD vehicle to Katz's Deli on Houston Street (arriving at 1:28 pm); at 4:12 pm, I drove to YaYo's restaurant at 36 Fifth Avenue in Brooklyn; at 4:41 pm, I drove to McMahon's Public House (a sports bar) on Eighth Avenue in Manhattan.
 - xvi. On Saturday, December 12, 2015, I drove my assigned NYPD vehicle from my residence with a passenger; drove to Red Hook, Brooklyn to my mother's address; drove to an establishment called "Taxi Repair" at Bergen Street; drove to Junior's; and returned to Brooklyn.
 - xvii. On Tuesday, December 15, 2015, I drove my assigned NYPD vehicle to Junior's and several locations in Brooklyn; I picked up a male passenger and dropped him off on Court Street; I then drove to Red Hook, where I picked up and transported my mother.
 - xviii. On Wednesday, December 16, 2015, I drove my assigned NYPD vehicle to and from the Store.
 - xix. On Thursday, December 17, 2015, I drove my assigned NYPD vehicle to the Store and to Brooklyn, where I made multiple stops, including at Daisey's Diner, Morco Products Corporation, and at a church where I loaded boxes into a second vehicle. I later drove to a Brooklyn restaurant at 4:00 pm and a restaurant on Staten Island at 5:25 pm.
 - xx. On Friday, December 18, 2015, I drove my assigned NYPD vehicle to and from the Store.
 - xxi. On Saturday, December 19, 2015, I drove my assigned NYPD vehicle from Staten Island to open the Store then drove to Paul's Police Equipment Shop on East Tremont Avenue in the Bronx, picked up a blue bag, and returned to Junior's.
 - xxii. On Monday, December 21, 2015, I drove my assigned NYPD vehicle to Junior's, then to Methodist Hospital in Brooklyn then to multiple locations on the Lower East Side. I subsequently drove to Brooklyn to my mother's house then home to Staten Island.
 - xxiii. On Wednesday, December 23, 2015, I drove my assigned NYPD vehicle to TERA where I sold identification holders and uniforms to Traffic Enforcement Agent recruits.
 - xxiv. On Wednesday, December 24, 2015, I drove my assigned NYPD vehicle to TERA where I sold identification holders and uniforms to Traffic Enforcement Agent recruits then placed bags into the car and drove to the Store.
 - xxv. On Monday, December 28, 2015, I drove my assigned NYPD vehicle to and from the Store.

- g. From November 11, 2014, through December 30, 2015, I used my NYPD E-ZPass for personal, non-City purposes, including but not limited to commuting to and from my residence and Junior's, conducting business on behalf of Junior's, and other personal, non-City purposes, a total of approximately 1252 times, at a cost of approximately \$8,827.93.
- h. From November 11, 2014, through December 30, 2015, approximately twice a week, I filled the gas tank of my assigned NYPD vehicle free of charge at an NYPD garage, although all or most of my use of my assigned NYPD vehicle related to Junior's business, commuting, and other personal, non-City activities.
- i. On approximately 26 occasions between September 28 and December 30, 2015, I utilized my police sirens and lights in non-emergency situations to facilitate faster travel while conducting business for Junior's and engaging in other personal, non-City activities, including but not limited to:
 - i. On October 7, 2015, I used emergency lights to avoid heavy traffic at Madison Avenue and 24th Street in Manhattan.
 - ii. On November 10, 2014, I used emergency lights and sirens to drive against traffic on West 23rd Street in Manhattan.
 - iii. On November 18, 2015, I used emergency lights when parked at Whitehall and State Street in Brooklyn.
 - iv. On December 2, 2015, I used emergency lights and sirens on multiple occasions to "avoid traffic, pass red lights, and enter highways."
 - v. On December 3, 2015, I used emergency lights and sirens four times to move through traffic, including en route to "Manhattan Bridge Carwash," to an establishment called "Taxi Repair," and to park my NYPD vehicle.
 - vi. On December 7, 2015, I used emergency lights to negotiate traffic at the FDR Drive.
 - vii. On December 9, 2015, I used emergency lights and sirens three times (including driving counter-flow to traffic twice) en route to Junior's, a gas station, and my residence.
 - viii. On December 10, 2015, I used emergency lights and siren (driving counter-flow to traffic) en route to "Taxi Repair."
 - ix. On December 11, 2015, I used emergency lights and sirens six times while driving to various locations, including Junior's.
 - x. On December 17, 2015, I used emergency lights and sirens five times, frequently disobeying traffic signals, while driving to various locations, including a church, a welding company, and my residence.
 - xi. On December 18, 2015, I used emergency lights and sirens to drive the wrong way on a one-way street at Broad and Beaver Streets, Manhattan; and, en route from Junior's to my mother's house, I used emergency lights and sirens to stop traffic at the intersection of Third Avenue and East 20th Street in order to make a left turn.
- j. I utilized the NYPD logo on Junior's business card without authorization.

- k. On December 23, 2015, at 6:40 am, I called TERA's commanding officer, while she was on duty and arranged to go to TERA to sell uniforms and identification holders to Traffic Enforcement Agent recruits.
- l. On the morning of December 23, 2015, joined by TERA's commanding officer, I addressed a group of approximately 125 recruits in a TERA classroom. The recruits were all on-duty public servants, mandated to be there. I told the recruits that I was the only vendor authorized by the Commissioner to "speak to them and sell uniforms" inside TERA. As a result, on December 23 and December 24, 2015, I took more than \$32,781 in orders for identification holders and uniforms from the recruits at TERA and received at least \$3,704 in cash and credit card deposits from the recruits.
- m. I acknowledge that, by communicating with NYPD in order to become an authorized uniform vendor, to become a manufacturer and distributor of NYPD-logo merchandise, and to facilitate sales of police equipment at TERA, all on behalf of Junior's, I violated City Charter § 2604(b)(6), which states in relevant part:

No public servant shall, for compensation, represent private interests before any City agency or appear directly or indirectly on behalf of private interests in matters involving the City.

- n. I acknowledge that, by using my City time to conduct business on behalf of Junior's, I violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(a), which states:

No public servant shall engage in any business, transaction or private employment, or have any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties. [City Charter § 2604(b)(2)]

Except as provided in subdivision (c) of this section, it shall be a violation of City Charter § 2604(b)(2) for any public servant to pursue personal and private activities during times when the public servant is required to perform services for the City. [Board Rules § 1-13(a)]

- o. I acknowledge that, by using City vehicles, emergency lights and sirens, E-ZPass, gasoline, and the NYPD logo on behalf of Junior's and for other personal, non-City purposes, I violated City Charter § 2604(b)(2), cited above, pursuant to Board Rules § 1-13(b), which states:

Except as provided in subdivision (c) of this section, it shall be a violation of City Charter § 2604(b)(2) for any public

servant to use City letterhead, personnel, equipment, resources, or supplies for any non-City purpose.

- p. I acknowledge that, by using NYPD lights and sirens to facilitate faster travel to benefit myself and Junior's, I misused my City position for my personal financial benefit in violation of City Charter § 2604(b)(3), which states:

No public servant shall use or attempt to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant.

2. The Board considered the egregious nature of Respondent's violations and his resignation from his NYPD employment due to these infractions in determining that the appropriate penalty in this case is a fine of Seventy-Five Thousand Dollars (\$75,000).

3. The Board accepts Respondent's claim of financial hardship, supported by documentation provided to the Board by Respondent reflecting NYPD's revocation of Junior's status as an NYPD Authorized Equipment Uniformed Tailor Business; NYPD's suspension of Vega's Gun Dealer License; the subsequent closure of Junior's; Respondent and his spouse's lack of steady employment and income; Respondent's arrears in condominium common charge, mortgage, and Con Edison payments; and that Respondent's expenses exceed his income. The Board agrees to reduce the fine to be paid from Seventy-Five Thousand Dollars (\$75,000) to Five Thousand Dollars (\$5,000).

4. In recognition of the foregoing, Respondent agrees to the following:

- a. I agree to the imposition of a fine of Seventy-Five Thousand Dollars (\$75,000) by the Board and to the reduction of that fine to Five Thousand Dollars (\$5,000).
- b. I agree to pay a fine of Five Thousand Dollars (\$5,000.00) to the Board, by money order or by cashier check, bank check, or certified check, made payable to the "New York City Conflicts of Interest Board."
- b. I agree that this Disposition is a public and final resolution of the Board's charges against me.
- c. I knowingly waive on my behalf and on behalf of my successors and assigns any rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision, or office of the City or the State of New York or the United States, and to contest the lawfulness, authority, jurisdiction, or power of the Board in imposing the penalty which is embodied in this Disposition, and I waive any right to make any legal or equitable claims or to initiate legal proceedings of any kind against the

Board, or any members or employees thereof relating to or arising out of this Disposition or the matters recited therein.

- d. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress and after having been represented by an attorney of my choice; that I accept all terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board; and that I fully understand all the terms of this disposition.
 - e. I agree that any material misstatement of the facts of this matter, including of the Disposition, by me or by my attorney or agent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.
5. The Board accepts this Disposition and the terms contained herein as a final disposition of the above-captioned matter only, and affirmatively states that other than as recited herein, no further action will be taken by the Board against Respondent based upon the facts and circumstances set forth herein, except that the Board shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

5. This Disposition shall not be effective until all parties have affixed their signatures below.

Dated: January 30, 2017

_____/s/
Wilfredo Vega
Respondent

Dated: January 30, 2017

_____/s/
Arthur Aidala
Aidala, Bertuna & Kamins, P.C.
Counsel for Respondent

Dated: February 17, 2017

_____/s/
Richard Briffault
Chair
NYC Conflicts of Interest Board