

**IN THE MATTER OF CARL NOEL
COIB CASE NO. 2015-858d
MARCH 24, 2017**

SUMMARY: In a joint disposition with the Board and the New York City Department of Transportation (“DOT”), a DOT Construction Project Manager paid a \$2,500 fine – \$1,500 to DOT and \$1,000 to the Board – for engaging in a series of financial transactions with his direct supervisor. Over the course of three years, the Construction Project Manager and his supervisor lent and repaid each other more than \$40,000. The Construction Project Manager acknowledged that he violated City Charter § 2604(b)(14), which prohibits a public servant from entering into a financial relationship with anyone who is the superior or subordinate of that public servant. *COIB v. Noel*, COIB Case No. 2015-858d (2017).

STIPULATION AND DISPOSITION:

WHEREAS, the New York City Department of Transportation (“DOT”) referred to the New York City Conflicts of Interest Board (the “Board”) allegations that DOT employee Carl Noel (“Respondent”) engaged in certain conduct that violated the City of New York’s conflicts of interest law, Chapter 68 of the New York City Charter (“Chapter 68”); and

WHEREAS, the Board referred this matter back to DOT pursuant to Section 2603(e)(2)(d) of Chapter 68; and

WHEREAS, the Board, DOT, and Respondent wish to resolve the above captioned matters 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. I have been employed by DOT since June 16, 1996, most recently as a Construction Property Manager. As such, I am a “public servant” within the meaning of and subject to Chapter 68.
 - b. From 2009 through 2015, I was assigned to DOT’s Traffic Division in the position of Deputy Director of Signs. There, I was directly supervised by Michael Tomlinson, the Traffic Division’s Director of Contracts and Construction.
 - c. Between December 2009 and April 2012, Tomlinson and I wrote and cashed twelve checks to each other that totaled in excess of \$40,000. Specifically:
 - i. On December 1, 2009, my supervisor loaned me \$10,000. On January 19, 2010, I paid back \$5,000 of that. A week later, on January 27, 2010, my supervisor loaned me another \$5,000. On June 3, 2010, I paid back my supervisor the balance of \$10,000 plus an additional \$250.

- ii. On July 30, 2010, I loaned my supervisor \$15,000. Between November 5 and 15, 2010, my supervisor paid me back a total of \$15,300.
- iii. On December 5, 2011, the Supervisor loaned me another \$10,000, which I paid back in full along with an extra \$500 in April 2012.
- d. I acknowledge that, by borrowing money from and loaning money to my direct supervisor, I entered into a financial relationship with him in violation of City Charter § 2604(b)(14), which states:

No public servant shall enter into any business or financial relationship with another public servant who is a superior or subordinate of such public servant.
- e. On or about October 25, 2016, DOT served me with Charges and Specifications related to the above-described conduct. I acknowledge that my above-described conduct violated paragraphs 1, 2, and 27 of the DOT Code of Conduct.

2. The Board and DOT have determined that a total fine of \$2,500 is the appropriate penalty to resolve this matter. In determining the appropriate penalty for this case, the Board considered the longstanding nature of the financial relationship between Respondent and his superior and the large amount of money that was exchanged between them during the course of that relationship.

3. Respondent agrees to the following:

- a. I agree to pay a fine of One Thousand Five Hundred Dollars (\$1,500.00) to DOT to be deducted by DOT from my paycheck at regular intervals to be determined by DOT.
- b. I agree to pay a fine of One Thousand Dollars (\$1,000) 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.”
- c. I agree that this Stipulation and Disposition is a public and final resolution of the charges against me.
- d. 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 to contest the lawfulness, authority, jurisdiction or power of the Board or DOT in imposing the penalty which is embodied in this Stipulation and 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 DOT, or any members or employees thereof relating to or arising out of this Stipulation and Disposition or the matters recited therein.
- e. I confirm that I have entered into this Stipulation and Disposition freely, knowingly, and intentionally, without coercion or duress, and after having had the

opportunity to consult with an attorney or union representative; 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 or DOT; and that I fully understand all the terms of this Stipulation and Disposition.

- f. I agree that any material misstatement of the facts of this matter, including of the Stipulation and Disposition, by me or by my attorney or agent shall, at the discretion of Board, be deemed a waiver of confidentiality of this matter.

4. The Board and DOT accept this Stipulation and Disposition and the terms contained herein as a final disposition of the above-captioned matters only, and affirmatively state that other than as recited herein, no further action will be taken by the Board or DOT against Respondent based upon the facts and circumstances set forth herein, except that the Board and DOT shall be entitled to take any and all actions necessary to enforce the terms of this Stipulation and Disposition.

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

Dated: December 22, 2016

_____/s/
Carl Noel
Respondent

Dated: December 22, 2016

_____/s/
Thomas Constantine
Union Representative for Respondent
Civil Service Technical Guild, Local 375

Dated: December 22, 2016

_____/s/
Ifeamaka Igbokwe, Esq.
Staff Attorney
New York City Department of Transportation

Dated: December 22, 2016

_____/s/
Erica Caraway, Esq.
Disciplinary Counsel
New York City Department of Transportation

Dated: March 24, 2017

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