

IN THE MATTER OF MUKESH SINGHANI,

Former Director, Track Engineering, Maintenance  
of Way, Department of Subways, New York City  
Transit Authority.

SUBSTANTIAL BASIS INVESTIGATION REPORT  
AND SETTLEMENT AGREEMENT

Case No. 17-115

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, Mukesh Singhani ("Respondent"), was employed by the Metropolitan Transit Authority, New York City Transit Authority ("Transit Authority") from 1988 until his retirement on September 2, 2017, during which time he served as a Director of Track Engineering, Maintenance of Way, Department of Subways from September 2, 2013 until his retirement:

WHEREAS, on September 26, 2017, the Metropolitan Transportation Authority, Office of the Inspector General referred this matter to the Commission for its consideration;

WHEREAS, on October 26, 2017, a letter was sent to Respondent alleging violations of Public Officers Law §§ 74(3) (d), (f), and (h), which afforded Respondent fifteen (15) days to respond;

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 from April 2015 to April 2016, he sought assistance from an employee of the human resources department to change the requirements to fill a job vacancy so that a former co-worker's son would qualify for the position. The former co-worker's son initially was deemed not qualified but eventually was hired by the Transit Authority after the job requirements were lowered.
2. Respondent admits that his conduct described in Paragraph 1 violated Public Officers Law § 74(3)(d) which provides that no state employee should use or attempt to use his or

her official position to secure unwarranted privileges or exemptions for himself, herself, or others.

3. The Commission accepts the resolution between the Transit Authority and the Respondent, whereby the Respondent forfeited approximately \$40,000 in payments for accrued leave as resolving the violation referenced in paragraph 2 above as sufficient penalty for the Public Officers Law violation and imposes no additional penalty.
4. The Commission has agreed to the terms of this Agreement based on, among other things, the representations made to the Commission by Respondent. To the extent that representations made by Respondent are later found by the Commission to be materially incomplete or inaccurate, Respondent shall be in breach of this Agreement.
5. If the Respondent fails to timely perform any conditions set forth in the Agreement, Respondent shall be in breach of this Agreement.
6. 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, including Respondent's claims for vested benefits, pensions, including, but not limited to the New York City Employees' Retirement System ("NYCERS"). A violation of this Paragraph constitutes a breach of this Agreement by Respondent.
7. Upon a material 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 Investigation and Hearing, which may include additional charges against Respondent and proceed with an enforcement action, and then issue a new Substantial 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 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.
8. Respondent shall upon request by the Commission provide all documentation and information reasonably necessary for the Commission to verify compliance with this Agreement.
9. Respondent understands and acknowledges that the Commission may investigate any other conduct not covered by this Agreement by Respondent and take any appropriate action.

10. 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.
11. 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.
12. Respondent consents to the jurisdiction of the Commission in any proceeding to enforce this Agreement.
13. 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).
14. 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.
15. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
16. This Agreement shall become effective upon execution by the Commission or its designee.
17. 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.
18. 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. Respondent was represented by counsel, David A. Robins, Esq. of Lipman & Plesur, LLP.

Dated: March 27, 2018

  
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Seth H. Agata  
Executive Director  
New York State Joint Commission on Public Ethics

ACCEPTED AND AGREED TO  
THIS 20 DAY OF March, 2018

Respondent  
By:   
\_\_\_\_\_  
Name: MUKESH SINGHANI

Approved:

Michael K. Rozen  
Chair

Robert Cohen  
James E. Dering  
Marvin E. Jacob  
Seymour Knox, IV  
Gary J. Lavine  
J. Gerard McAuliffe, Jr.  
David McNamara  
Barry C. Sample  
Dawn L. Smalls  
George H. Weissman  
James A. Yates

Members