

**THE CITY OF NEW YORK  
CONFLICTS OF INTEREST BOARD**

*In the Matter of*

**WILLIAM FRASER**

**DISPOSITION**

COIB Case No. 2002-770

Whereas the New York City Conflicts of Interest Board (the “Board”) and Respondent William Fraser wish to resolve this matter on the following terms, Mr. Fraser states the following:

1. Until my retirement on January 1, 2003, I was the Commissioner of the New York City Department of Correction (the “Department” or “DOC”). I served the Department for about 24 years, in many ranks, starting as a Correction Officer, and later as Warden, Assistant Chief of Department, Chief of Department, and, finally, as Commissioner from 2000 to the end of 2002.

2. Several years ago, when I was Assistant Chief of Department, I mentioned to two Correction Officers, whom I had known since 1987, when we served DOC for about a year’s time in the Brooklyn courts together, that my swimming pool had been leaking. The pool is an above-ground pool, approximately four feet deep and about 15 feet in diameter, that can accommodate several adults. I considered these two Correction

Officers my personal friends, as I had known them and socialized with them for more than ten years. They were also my subordinates at DOC at the time in that I was in a position to affect the terms and conditions of their employment. I represent that in fact, however, I did not have daily supervision of them and did not interact with them on the job at the time I discussed my pool with them, as I was assigned as Assistant Chief of Division II on Rikers Island and they were assigned at the relevant time to work in the courts in Staten Island.

3. These two Correction Officers subsequently went to my house and replaced the old pool liner with a new pool liner in my private swimming pool. They brought with them to my house another Correction Officer whom I had not previously met. I believe that the total time they spent working on my pool was less than two hours, including the time it took for the pool to drain.

4. I gave the two Officers I knew a total of approximately \$100 in cash for the cost of the liner and their labor. I represent that the cost of the liner was \$79.00. In addition to replacing the pool lining, the three Correction Officers also replaced several clamps and re-installed the filter on my pool. I made no inquiries at the time as to what the cost of such repairs would be if done by a professional pool maintenance firm. I regarded the work as modest in scope.

5. I represent that the Officers were performing this repair work at my home on their own time, not City time, and that I arrived at home while their work was already in progress. I further represent that I never took any official action to affect the terms and conditions of their employment at DOC. In addition, I had no idea that the work I allowed them to perform violated any provision of the New York City Charter.

6. I acknowledge that although I believed that the two Correction Officers whom I knew acted out of friendship when they brought the other Correction Officer to my home and performed these repairs on my pool, my conduct in having them do this personal work for me violated New York City Charter §§ Sections 2604(b)(3), (b)(2), (b)(14), and Board Rule § 1-13(b), which state, respectively, that:

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. [§ 2604(b)(3)]

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. [§ 2604(b)(2)]

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. [§ 2604(b)(14)]

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. [§ 1-13(b)]

7. In recognition of the foregoing, I agree to pay a fine of \$500 to the New York City Conflicts of Interest Board upon signature of this Disposition.

8. I agree that this Disposition is a public and final resolution of the charges against me. Furthermore, I agree to provide a copy of the Disposition to any City agency where I may apply for employment upon the request of such agency or in response to any inquiry calling for such information, and, in any event, prior to accepting employment

with the City. I understand that copies of the Disposition will be incorporated permanently in my personnel file.

9. This Disposition constitutes a waiver by me and my successors of 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 Conflicts of Interest Board in imposing the penalty which is embodied in the Disposition, and I waive any right to make any legal or equitable claims or to initiate legal proceedings of any kind against the Conflicts of Interest Board or any members or employees thereof relating to or arising out of this matter.

10. 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 New York City Conflicts of Interest Board; and that I fully understand all the terms of the Disposition.

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

12. Any material misstatement of the facts of this matter, including of the Disposition, by respondent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.

13. The New York City Conflicts of Interest Board accepts the 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 Conflicts of Interest Board against Respondent based upon the facts and circumstances set forth herein, except that the Conflicts of Interest Board shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

Dated: October 24, 2004

\_\_\_\_\_/s/\_\_\_\_\_  
William Fraser  
Respondent

Dated: October 24, 2004

\_\_\_\_\_/s/\_\_\_\_\_  
Steven Zissou, Esq.  
Counsel to Respondent

Dated: October 30, 2004

\_\_\_\_\_/s/\_\_\_\_\_  
Steven B. Rosenfeld, Chair  
NYC Conflicts of Interest Board