

**IN THE MATTER OF JOEL LEMAITRE  
COIB CASE NO. 2016-246  
APRIL 28, 2017**

**SUMMARY:** In a joint settlement with the Board and the New York City Housing Authority (“NYCHA”), a NYCHA Community Coordinator, who served as the Fleet Coordinator for his NYCHA department, agreed to serve a ten-workday suspension, valued at approximately \$2,222, and a one-year probationary period, for taking a NYCHA car to transport his mother to buy a chair at Pier 1 Imports in Freeport, New York, and transport the chair and his mother back to her home. The Board accepted the penalty imposed by NYCHA as sufficient to address the Community Coordinator’s Chapter 68 violations and imposed no additional penalty. *COIB v. LeMaitre*, COIB Case No. 2016-246 (2017).

**STIPULATION AND DISPOSITION:**

**WHEREAS**, the New York City Housing Authority (“NYCHA”) served disciplinary charges against Joel LeMaitre (“Respondent”), alleging violations of the City’s conflicts of interest law, found in Chapter 68 of the New York City Charter (“Chapter 68”), and the NYCHA Human Resources Manual; and

**WHEREAS**, given that related disciplinary charges were pending at NYCHA, the New York City Conflicts of Interest Board (the “Board”) referred this matter to NYCHA pursuant to Section 2603(e)(2)(d) of Chapter 68; and

**WHEREAS**, the Board, NYCHA, and Respondent wish to resolve these matters on the following terms,

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

1. Respondent admits to the following:
  - a. Since January 28, 2013, I have been employed by NYCHA as a Community Coordinator. As such, I have been and remain a “public servant” within the meaning of and subject to Chapter 68.
  - b. Starting in November 2015, I served as the assistant to the Administrator for the Queens-Staten Island Family Services Department and, as part of my duties, I also served as the Fleet Administrator. In that role, I was responsible for maintaining the department’s fleet of seven cars and ensuring that the use of those vehicles complied with NYCHA rules.
  - c. On November 27, 2015, I used a NYCHA car that was not assigned to me to transport my mother, who is not a NYCHA employee, to buy a chair at Pier 1 Imports in Freeport, New York. I then transported my mother and the chair back to her home. I did not fill out a mileage sheet for this use of the NYCHA vehicle.

- d. I acknowledge that my personal use of a NYCHA vehicle violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), which state:

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 use City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. [Board Rules § 1-13(b)]

2. NYCHA has determined that a ten (10) workday suspension without pay, which has an approximate value of Two Thousand Two Hundred and Twenty-Two Dollars (\$2,222), and a one (1) year General Probationary Evaluation Period, is the appropriate penalty to resolve this matter.
3. The Board accepts the penalty imposed by NYCHA, namely the ten (10) workday suspension, valued at approximately Two Thousand Two Hundred and Twenty-Two Dollars (\$2,222), and one (1) year General Probationary Evaluation Period, as sufficient penalty for the Chapter 68 violation cited above and imposes no additional penalty.
4. I further agree to the following:
  - a. I agree to serve a ten (10) workday suspension, valued at approximately \$2,222, on dates to be determined by NYCHA, and a one (1) year General Probationary Evaluation Period.
  - b. I understand that the one (1) year General Probationary Evaluation Period shall commence upon approval of this Disposition by NYCHA and the Board. This General Probationary Evaluation Period shall be extended by one (1) day for each day during said General Probationary Evaluation Period that I am unable to perform the duties of my position because of limited duty status, annual leave, sick leave, or leave without pay.
  - c. I understand that, as an employee who is subject to a General Probationary Evaluation Period, I may be terminated from my employment on the basis of incompetency, misconduct or unsatisfactory service without the service of charges and without a hearing. I retain the right to challenge arbitrary or capricious termination during the General Probationary Evaluation Period in an appropriate court.
  - d. I further understand that this Disposition will be entered in NYCHA's records and in my personnel folder in the NYCHA Human Resources Department

with the same force and effect as though it had been approved after a formal hearing and may be considered as part of my employee disciplinary record.

- e. This Disposition is a public and final resolution of the Board's above-captioned matter and NYCHA's disciplinary charges only.
  - f. 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 or NYCHA 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 NYCHA, or any members or employees thereof relating to or arising out of this Disposition or the matters recited therein.
  - g. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress, and after having been represented and advised by the 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 or NYCHA; and that I fully understand all the terms of this Disposition.
  - h. 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 and NYCHA accept this Disposition and the terms contained herein as a final Disposition of the above-captioned matter only, and affirmatively state that, other than as recited herein, no further action will be taken by the Board or NYCHA against Respondent based upon the facts and circumstances set forth herein, except that the Board and NYCHA shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

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

Dated: December 22, 2016

\_\_\_\_\_/s/  
Joel LeMaitre  
Respondent

Dated: December 22, 2016

\_\_\_\_\_/s/  
Jill Mendelberg  
Kreisberg & Maitland, LLP  
Counsel for Respondent

Dated: January 27, 2016

\_\_\_\_\_/s/  
Howard Korman  
Assistant Chief  
Employee Disciplinary Division  
New York City Housing Authority

Dated: April 28, 2016

\_\_\_\_\_/s/  
Richard Briffault  
Chair  
NYC Conflicts of Interest Board