

IN THE MATTER OF DOMINICK
MAURO,

“JCOPE” Rec’d

SEP 29 2017

Former Deputy Superintendent of
Administration,
Hale Creek Correctional Facility,
New York State Department of Corrections
and Community Supervision.

SUBSTANTIAL BASIS INVESTIGATION REPORT
AND SETTLEMENT AGREEMENT

Case No. 17-032

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, Dominick Mauro (“Respondent”) who was employed by the New York State Department of Corrections and Community Supervision (“DOCCS”), since December 1992, and served as a Deputy Superintendent of Administration at Hale Creek Correctional Facility from August 25, 2014 until May 31, 2017;

WHEREAS, DOCCS’s Office of Special Investigations referred this matter to the Commission for its consideration;

WHEREAS, on March 17, 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, on March 6, 2017, DOCCS initiated a disciplinary action by a Notice of Discipline to terminate Respondent’s employment following the discovery of this matter through a DOCCS investigation;

WHEREAS, Respondent resigned from DOCCS on or about May 31, 2017; and

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 (a) on or about July 25, 2016, he obtained State owned food without authorization; and (b) on or about August 10, 2016, he caused to be transferred to a private individual certain used State owned kitchen equipment; and (c) on both occasions DOCCS employees under his supervision assisted in the unauthorized disposition of property, and that the conduct described herein violated rules, regulations, and protocol and constituted improper action on his part.
2. Respondent admits that, by his conduct described in paragraph 1, he violated Public Officers Law § 74(3)(h) which provides that a state employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.
3. The Commission accepts the resolution between DOCCS and Respondent, whereby the Respondent, on May 31, 2017, resigned from his position at DOCCS in resolution of the disciplinary action by DOCCS, as sufficient penalty for the Public Officers Law violation cited above 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. A violation of this Paragraph constitutes a breach of this Agreement by Respondent.
7. Upon a breach of this Agreement, the Commission shall have sole discretion to deem the Agreement null and void in its entirety, issue a Notice of Substantial Investigation and Hearing which may include additional charges against Respondent, proceed with an enforcement action, and then issue a new Substantial Investigation Report. As to any new Substantial Basis Investigation Report or enforcement action by the

Commission pursuant to this paragraph: 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, including, but not limited to, any statements, documents, or materials, if any, provided for the purposes of settlement negotiations or in submissions by Respondent or by counsel on behalf of Respondent, in any proceeding against Respondent relating to the allegations herein.

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, William J. Dreyer, Esq. of Dreyer Boyajian, LLP.

Dated: 9/29/17



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

ACCEPTED AND AGREED TO
THIS 21 DAY OF SEPTEMBER 2017

Respondent
By: 

Name: Dominick Mauro

Approved:

Michael K. Rozen
Acting Chair

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

Members