

ADVICE



EDUCATION



DISCLOSURE



ENFORCEMENT

# 2023 State Ethics Commission Public Resolutions

COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION  
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Included in this publication are:

**State Ethics Commission Formal Advisory Opinion issued in 2023**

Cite Financial Disclosure Law Formal Advisory Opinion as follows: *EC-FD-23-1*.

**State Ethics Commission Advisories issued in 2023\***

Cite Conflict of Interest Advisories as follows: Advisory-23-(number).

**State Ethics Commission Public Resolutions including Decisions and Orders, Disposition  
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Cite Public Resolutions by name of subject, year, and page, as follows:

*In the Matter of John Doe, 2023 SEC (page number).*

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\*No Advisories were issued in 2023

**State Ethics Commission**  
**Advisory Opinion and Advisories**  
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## **Summary of Advisory Opinion Calendar Year 2023**

**EC-FD-23-1-** A state legislator is not prohibited by G.L. c. 268B, § 6 from accepting loyalty rewards program benefits offered by a casino when membership in the loyalty card program is available to the general public and the benefits are offered to the legislator on the same terms and conditions as they are to all other program members.

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**FINANCIAL DISCLOSURE LAW OPINION  
EC-FD-23-1**

**FACTS**

A state legislator asks whether they may accept benefits from a Massachusetts casino's loyalty rewards program of which they became a member prior to their election as a state legislator. The casino operates under a gaming license issued to ABC by the Massachusetts Gaming Commission ("Gaming Commission").

The casino's rewards program, which is governed by a set of terms and conditions, provides members with benefits such as free slot play, complimentary rooms, invitations to tournaments, and savings on dining, retail, and overnight stays based on use of their rewards program card when playing select reel slot or video poker machines, and table games. To earn benefits, a member must insert their card into an eligible slot or video poker machine or provide their card to a table games dealer prior to beginning their play. Benefits may be earned based on amount of play at reel slot or video poker games or based on a member's average bet, type of game played, and length of play.

To enroll in the rewards program, a member must be 21 years of age or older, provide their full legal name, physical address, phone number, email, date of birth, and personal tax identification number, if applicable, and agree to abide by the rewards program terms and conditions, which are available on the casino's website. To complete registration and activate membership, a member must appear in person at the casino and present a valid government issued photo identification or complete the identity verification process by opening an account with the casino's online betting app. Any member of the general public who meets the eligibility requirements for program membership may enroll in the loyalty card program.

In sum, rewards program benefits are awarded to members based on their transaction history, in accordance with the terms and conditions, and not

awarded on an ad hoc basis at the discretion of a casino employee.

**QUESTION**

Is a state legislator who is a member of a Massachusetts casino's loyalty card rewards program prohibited by § 6 of the Financial Disclosure Law, G.L. c. 268B, from accepting benefits from the casino earned through the program?<sup>1</sup>

**ANSWER**

No. A state legislator is not prohibited by G.L. c. 268B, § 6 from accepting loyalty rewards program benefits offered by a casino when membership in the loyalty card program is available to the general public and the benefits are offered to the legislator on the same terms and conditions as they are to all other program members.

**ANALYSIS**

A state legislator may not accept a gift "of any kind or nature" from a legislative or executive agent (commonly called a "lobbyist"). Section 6 of Chapter 268B provides:

No executive or legislative agent shall knowingly and willfully offer or give to any public official or public employee or a member of such person's immediate family, and no public official or public employee or member of such person's immediate family shall knowingly and willfully solicit or accept from any executive or legislative agent, any gift of any kind or nature; provided, however, that the state ethics commission shall promulgate regulations: (i) establishing exclusions for ceremonial gifts; (ii) establishing exclusions for gifts given solely because of family or friendship; and (iii) establishing additional exclusions for other situations that do not present a genuine risk of a conflict or the appearance of a conflict of interest.

For the purposes of this section, a person who holds a license issued by the

Massachusetts gaming commission, who was required to apply for that license pursuant to section 14 of chapter 23K, shall be considered a legislative agent.

For the purposes of § 6, a “public official” includes a person who holds a position for which one is nominated at a state primary or chosen at a state election, such as a state legislator. G.L. c. 268B, § 1. A “public employee” includes individuals who are required to file a Statement of Financial Interest under Chapter 268B. G.L. c. 268B, § 1. “Immediate family” includes a spouse and any dependent children residing in the household.<sup>2</sup> *Id.*

### ***Legislative Agent***

In 2011, then Governor Deval Patrick signed “An Act Establishing Expanded Gaming in the Commonwealth” into law amending § 6’s prohibition on the acceptance of any gift from a lobbyist by certain public employees or officials by adding: “For the purposes of this section, a person who holds a license issued by the Massachusetts gaming commission, who was required to apply for that license pursuant to section 14 of chapter 23K, shall be considered a legislative agent.” St. 2011, c. 194, § 50. “Person” is defined as “a business, individual, corporation, union, association, firm, partnership, committee or other organization or group of persons.” G.L. c. 268B, § 1.

We first address the issue of whether the casino, which holds a license issued by the Gaming Commission, is a legislative agent for purposes of § 6. Section 6 cites § 14 of G.L. c. 23K, which provides that certain individuals and entities who have a financial interest in a gaming establishment, or have a financial interest in the business of the gaming licensee or an applicant for a gaming license, or is a close associate of the licensee or applicant, must be “qualified for licensure” pursuant to G.L. c. 23K, §§ 12 and 16. These individuals and entities are known as “qualifiers.” See 205 CMR 116.01. However, pursuant to § 14, these “qualifiers” do not hold a gaming license (or any other license issued by the Gaming Commission) nor are they required to apply for a gaming license. Instead, ABC holds a category 1 gaming license issued by the Gaming Commission pursuant to another provision, G.L. c. 23K, § 19, to operate the casino. Thus, the statute is not entirely clear whether a casino which

holds a license under § 19 is a legislative agent within the meaning of § 6.

In order to give effect to every clause and word of the statute, and adopt a construction that is consistent with the legislative intent to ensure the highest level of public confidence in the integrity of the regulation of all gaming activities in the Commonwealth, we hold that both the qualifiers under G.L. c. 23K, § 14 and a gaming establishment which holds a gaming license under Chapter 23K are legislative agents for purposes of G.L. c. 268B, § 6. *See St. Laurent v. Middleborough Gas & Electric Dept.*, 93 Mass. App. Ct. 901, 902 (2018) (“One of the cardinal principles of statutory construction is to give effect, if possible, to every clause and word of a statute.”); *Boston Police Patrolmen’s Ass’n v. Boston*, 435 Mass. 718, 719-720 (2002) (interpreting statutory language according to intent of Legislature ascertained from its words considered in context of statute’s purpose).

Accordingly, the state legislator (and their spouse or dependent children who reside in their household) may not accept any gift from the casino, such as a complimentary beverage that a casino employee may offer to a guest, even if the same gift is offered to every casino guest.

### ***Gift***

The next issue we must decide is whether a benefit offered by the casino through its rewards program is a gift for purposes of G.L. c. 268B, § 6. The statute broadly defines “gift” to include “a payment, entertainment, subscription, advance, services or anything of value, *unless consideration of equal or greater value is received.*” G.L. c. 268B, § 1 (emphasis added). The definition of “gift” excludes “a political contribution reported as required by law, a commercially reasonable loan made in the ordinary course of business, anything of value received by inheritance, or a gift received from a member of the reporting person’s immediate family or from a relative within the third degree of consanguinity of the reporting person or of the reporting person’s spouse or from the spouse of any such relative.” *Id.*

Under the rewards program, there is an agreement between the casino and the program member that, subject to terms and conditions, the member is eligible

for associated benefits from the casino if they play a specified amount of select reel slot, video poker, or table games. Stated another way, the individual member's eligibility is based on their transaction history and not subject to the discretion of casino employees. The member has a reasonable expectation that in exchange for their loyally playing the casino's games, they will be eligible to receive prescribed benefits from the casino. This expectation of reward eligibility is shared by all rewards program members regardless of whether or not they hold a public position within the meaning of Chapter 268B. In essence, the program member provides consideration of equal or greater value to the casino for any rewards program benefits they receive by spending their time and money on the casino's games using their rewards program card. *EC-COI-04-4* (noting that for purposes of a contract, the requirement of consideration "is satisfied if there is either a benefit to the promisor or a detriment to the promisee."). As a result, the benefits the state legislator may receive from the casino as a rewards program member under the terms and conditions are not gifts for purposes of G.L. c. 268B, § 6.

### **CONCLUSION**

The state legislator may accept benefits earned and awarded through the casino's loyalty card rewards program where membership in the loyalty card rewards program is available to the general public and the benefits are offered to the legislator on the same

terms and conditions as they are to all other program members and not at the discretion of any casino employee. However, the state legislator is prohibited under G.L. c. 268B, § 6 from soliciting or accepting any gift, including but not limited to any complimentary item, service or other benefit from the casino that is offered at the discretion of a casino employee or agent or outside the terms and conditions of the loyalty card rewards program, even if that same gift, complimentary item, service or benefit is offered to members of the general public.

**DATE AUTHORIZED:** December 21, 2023

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<sup>1</sup> Under the Conflict of Interest Law, G.L. c. 268A, a state legislator generally may not accept gifts worth \$50 or more given for or because of their official position, or for or because of any official action they have performed or will perform in the future. G.L. c. 268A, §§ 3 and 23(b)(2)(i). Here, the casino's rewards program benefits would be given to the state legislator based on the terms and conditions of the program, and not for or because of their official position or because of any official action they performed or will perform in the future. Accordingly, only G.L. c. 268B, § 6 is addressed in this opinion.

<sup>2</sup> We note that the definition of "immediate family" in G.L. c. 268B is narrower than that in G.L. c. 268A.

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## Summaries of Public Resolutions Calendar Year 2023

### **In the Matter of Lisa Riccobene**

The Commission issued a Public Education Letter to former state Office of the Chief Medical Examiner's Chief of Staff and Chief Administrative Officer, Lisa Riccobene, after finding reasonable cause to believe she violated the conflict of interest law by borrowing money from a subordinate and using the subordinate's credit card for personal purchases. The Commission found reasonable cause to believe Riccobene violated the conflict of interest law's prohibition against public employees asking for or accepting anything worth \$50 or more that is not authorized by law and is given to them because of their official position. There was reason to believe the employee loaned Riccobene money and let her use the employee's credit card at least in part due to Riccobene's position as the employee's supervisor. The Commission also found reasonable cause to believe Riccobene's requests for and receipt of these personal financial favors from her subordinate violated the law's prohibition against public employees using their official positions to obtain valuable privileges to which they are not entitled. In addition, the Commission found reasonable cause to believe Riccobene, by continuing to supervise an employee to whom she owed a substantial amount of money, violated the conflict of interest law's prohibition against public employees acting in a way that would cause a reasonable person to think they would be improperly influenced or biased when performing their official job duties. Although a public employee may avoid violating this prohibition by timely disclosing to their appointing authority facts that would create an appearance of bias or undue influence, Riccobene did not make a disclosure to her appointing authority regarding her private financial dealings with her subordinate. The Commission determined that the public interest would be best served by resolving this matter with the Public Education Letter to Riccobene publicly discussing and explaining the application of the conflict of interest law to Riccobene's actions.

### **In the Matter of Steven Tompkins**

The Commission approved a Disposition Agreement in which Suffolk County Sheriff Steven Tompkins admits to violating the conflict of interest law by creating a paid position in the Sheriff's Department for his niece and by repeatedly asking his subordinates to do personal errands for him. Tompkins' requests violated the conflict of interest law's prohibition against public employees requesting or receiving anything of substantial value that is not authorized by

law and is given to them because of their official position. In addition, by creating the paid state position which enabled his niece to stay in Massachusetts to assist him with the care of his children, financially benefitting both himself and his niece, Tompkins violated the conflict of interest law's prohibition against public employees using their official positions to obtain for themselves or others substantially valuable unwarranted privileges. Tompkins also violated this prohibition by requesting and allowing members of his staff to provide him with substantially valuable assistance with his private matters during their paid public work hours. Finally, Tompkins violated the conflict of interest law's prohibition against public employees acting in ways that would cause a reasonable person to doubt their fairness in the performance of their official duties, as Tompkins' actions would cause a reasonable person to conclude that his niece and the other subordinates who did his personal errands during their state work hours could improperly influence him or unduly enjoy his favor as Sheriff. Tompkins paid a \$12,300 civil penalty for the violations.

### **In the Matter of Radhika Uppaluri**

The Commission approved a Disposition Agreement in which former programmer and systems supervisor for the state Executive Office of Education (EOE) Radhika Uppaluri admits to violating the conflict of interest law by hiring and supervising information technology (IT) consultants recruited by her family's company, SRK. The conflict of interest law prohibits state employees from participating in their official capacity in matters in which they know they, their immediate family, or their business organization, have a financial interest. Both Uppaluri's hiring of EOE IT consultants recruited by her family's company, resulting in the company being paid \$124,832 in fees, and her supervising the consultants' work for EOE, violated this prohibition. The law also prohibits public employees from using their official positions to obtain substantially valuable privileges for themselves or others that are not properly available to them. Uppaluri violated this prohibition when she departed from standard EOE hiring procedures to secure for her family's company, which was not an approved state vendor, the lucrative business opportunity of providing IT consultants to EOE. In addition, as an officer or employee her family's company, Uppaluri directly or indirectly received fees the company was paid for recruiting IT consultants for the team she supervised at EOE. In doing so, she violated the

conflict of interest law's prohibition against state employees receiving compensation from anyone other than the Commonwealth in relation to a matter of direct and substantial interest to the Commonwealth. Finally, Uppaluri violated the conflict of interest law's prohibition against a state employee having a financial interest in a state contract in addition to their state job. Uppaluri paid a \$70,000 civil penalty for the violations.

#### **In the Matter of Glenn Wilson**

The Commission approved a Disposition Agreement in which former Andover Youth Services Assistant Director Glenn Wilson admits to violating the conflict of interest law by receiving payments from a private nonprofit relating to his employment and because of his position as a Town of Andover employee. Wilson's receipt of private compensation relating to his employment as Assistant Director of Andover Youth Services violated the conflict of interest law's prohibition against municipal employees receiving compensation from anyone other than the municipality in relation to a matter in which the municipality is a party or has a direct and substantial interest. In addition, where Wilson was given the private compensation for or because of his public position, he also violated the law's prohibition against public employees receiving anything of substantial value, unless authorized by law or regulation, for or because of their official positions. Finally, Wilson violated the conflict of interest law by editing the letters which secured private compensation for himself and other Andover Youth Services staff in his public capacity and submitting them using his town email account. Wilson violated the conflict of interest law's prohibition against public employees using their official positions to obtain for themselves or others substantially valuable unwarranted privileges. Wilson paid a \$9,000 civil penalty for the violations.

#### **In the Matter of Steven Madelle**

The Commission approved a Disposition Agreement in which Charlton Police Sergeant Steven Madelle admits to violating the conflict of interest law by using police resources to locate a person with whom he had a private relationship. The law prohibits public employees from using or attempting to use their official positions to obtain substantially valuable unwarranted privileges. Madelle violated this prohibition by asking subordinate Charlton Police Department employees to use police search tools, which are only for official use, for his private purposes. In addition, by requesting and receiving the results of a cell phone ping and vehicle registration information from subordinate Charlton Police Department employees, Madelle violated the conflict

of interest law's prohibition against public employees receiving anything of substantial value, unless authorized by law or regulation, because of their official positions. Madelle paid a \$10,000 civil penalty for the violations.

#### **In the Matter of William Fahey**

The Commission approved a Disposition Agreement in which former Andover Youth Services Director William Fahey admits to violating the conflict of interest law by receiving payments from a private nonprofit in connection with his employment with the Town of Andover, and by allocating the payments to himself and members of his municipal staff. Fahey's receipt of private compensation relating to his employment as Director of Andover Youth Services violated the conflict of interest law's prohibition against municipal employees receiving compensation from anyone other than the municipality in relation to a matter in which the municipality is a party or has a direct and substantial interest. Through his actions concerning merit payments to himself, Fahey also violated the conflict of interest law's prohibition against public employees participating as such in matters in which they have a financial interest. In addition, because Fahey was given the private compensation because of his position as Andover Youth Services Director, he violated the conflict of interest law's prohibition against public employees receiving anything of substantial value not authorized by law or regulation, for or because of their official positions. Finally, by signing letters to secure private compensation for himself and other Andover Youth Services staff in his public capacity and disbursing the payments, Fahey violated the conflict of interest law's prohibition against public employees using their official positions to obtain valuable unwarranted privileges for themselves or others. Fahey paid a \$20,000 civil penalty for the violations.

#### **In the Matter of Riccardo Arroyo**

The Commission approved a Disposition Agreement in which Boston City Councilor Riccardo Arroyo admits to violating the conflict of interest law by continuing to represent his brother in a civil lawsuit against his brother and the City of Boston after Arroyo became a City Councilor. Arroyo's representation of his brother in the lawsuit involving the City of Boston while serving as a City Councilor violated the law's prohibition against municipal employees, including elected officials, acting as agent or attorney for anyone other than the municipality in connection with matters in which the municipality is a party or has a direct and substantial interest. The law required Arroyo to cease acting as attorney for his brother in the lawsuit when he became a City Councilor. While an exemption in

the law allows an appointed municipal employee to act as agent or attorney for their immediate family members in a matter involving the municipality, with the approval of their appointing authority, this exemption is not available to elected municipal employees like Arroyo. Arroyo paid a \$3,000 civil penalty for the violation.

#### **In the Matter of Karen Colon Hayes**

The Commission approved a Disposition Agreement in which former Malden Human Services and Outreach Director Karen Colon Hayes admits to violating the conflict of interest law by hiring her two daughters and one daughter's boyfriend in 2018 and 2019 for jobs with the city youth employment program she managed. By hiring and supervising her daughters, signing their timesheets, and approving pay increases for one daughter, Colon Hayes violated the conflict of interest law's prohibition against municipal employees participating as such in matters in which they know their immediate family members have financial interests. In addition, by hiring one daughter's boyfriend, Colon Hayes violated the conflict of interest law's prohibition against public employees knowingly or with reason to know acting in a manner that would cause a reasonable person to doubt their fairness in the performance of their official duties. Colon Hayes paid a \$7,500 civil penalty for the violations.

#### **In the Matter of Tania Fernandes Anderson**

The Commission approved a Disposition Agreement in which Boston City Councilor Tania Fernandes Anderson admits to violating the conflict of interest law by hiring her sister and son to paid positions on her Boston City Council staff. Fernandes Anderson's actions as a Boston City Councilor concerning the appointment and compensation of her sister and son violated the conflict of interest law's prohibition against municipal employees participating in their official capacity in matters in which they know members of their immediate family have a financial interest. Fernandes Anderson agreed to pay a \$5,000 civil penalty for the violations.

#### **In the Matter of Noah Karberg**

The Commission approved a Disposition Agreement in which Nantucket Memorial Airport Manager Noah Karberg admits to violating the conflict of interest law in connection with the lease of airport land to a business of which he was privately a regular customer. The conflict of interest law prohibits public employees from acting in a manner that would cause a reasonable person to conclude that they can be unduly influenced by anyone or are likely to act with favoritism towards anyone in their official actions. An appointed public

employee can avoid violating this prohibition by, before acting officially, fully disclosing in writing to the official or authority who appointed them, the facts that would otherwise lead to such a conclusion. Such disclosures are public records. Karberg violated this prohibition by taking the actions leading to the lease of the airport land to Nantucket Marine, while at the same time doing substantial private business with the company without first fully disclosing that private business and his friendship with one of the company's owners, in writing to his appointing authority, the airport manager. Karberg paid a \$4,000 civil penalty for the violations.

#### **In the Matter of Barbara Davis-Hassan**

The Commission issued a Final Decision and Order allowing a Joint Motion to Dismiss and approving a Disposition Agreement in which Lanesborough Economic Development Committee Chair and Planning Board member Barbara Davis-Hassan admits to violating the conflict of interest law by participating as a Planning Board member in a proposal to rezone the Berkshire Mall while she privately had an exclusive marketing agreement to sell the property, by representing the mall's owner in local tax and infrastructure matters, and by participating as a Planning Board member in a proposal to rezone a second property while privately serving as its listing agent. Davis-Hassan violated the conflict of interest law's prohibition against public employees participating officially in matters in which they or their business have a financial interest. Davis-Hassan also violated this prohibition in 2020, when she participated as a Planning Board member in discussing a proposal to rezone a Williamstown Road property for which she was the listing agent. The conflict of interest law also prohibits municipal employees from acting as agent for anyone other than the municipality in connection with matters in which the municipality is a party or has a direct and substantial interest. Davis-Hassan violated this prohibition by representing the Berkshire Mall owner in Lanesborough-related matters in 2019 and 2020. The Commission accepted Davis-Hassan's payment of a \$30,000 civil penalty and dismissed the adjudicatory proceeding against her.

#### **In the Matter of Karon Hathaway**

The Commission approved a Disposition Agreement in which former Huntington Selectboard member Karon Hathaway admitted to violating the conflict of interest law by, as a Selectboard member, directing the delivery of about \$5,000 worth of town-owned asphalt millings to her property for her personal use. By directing the delivery of town-owned asphalt millings to her home, where she received them for her personal use, Hathaway violated the conflict of interest law's

prohibition against public employees soliciting or receiving valuable, unwarranted benefits given because of their official position. Hathaway paid a \$5,000 civil penalty for the violation.

#### **In the Matter of Michael Byrne**

The Commission issued a Final Decision and Order allowing a Joint Motion to Dismiss and approving a Disposition Agreement in which former Arlington Inspectional Services Department Director Michael Byrne admits to repeatedly violating the conflict of interest law by allowing his own plumbing company to do work without permits or inspections at more than three-dozen Arlington sites, creating false permits for work his company performed, and through other actions. By allowing his business to perform work without permits or inspections and by creating false permits for the company, Byrne violated the conflict of interest law's prohibition against public employees using their official positions to obtain unwarranted valuable privileges. The conflict of interest law also prohibits public employees from participating officially in matters in which they know they or their business have a financial interest. Byrne violated this prohibition by inspecting his business's work and issuing certificates of occupancy for properties where his company had done work. Additionally, the conflict of interest law prohibits public employees from acting in a manner that would cause a reasonable person to conclude that they can be unduly influenced by anyone or are likely to act with favoritism toward anyone in their official actions. Byrne violated this prohibition by issuing a certificate of occupancy for property owned by a developer who provided him with private loans. The Commission accepted Byrne's payment of an \$80,000 civil penalty and dismissed the adjudicatory proceeding against him.

#### **In the Matter of John Avelar**

The Commission approved a Disposition Agreement in which Sharon Police Officer John Avelar admits to violating the conflict of interest law by, with assistance from a fellow officer working a paid security detail, entering the Gillette Stadium Putnam Club with a friend and without tickets during a New England Patriots game. Avelar violated the conflict of interest law's prohibition against public employees using their official positions to obtain valuable privileges for themselves or others that are not properly available to them. Avelar also violated the conflict of interest law's prohibition against public employees soliciting or receiving valuable, unwarranted benefits given for or because of their official position. Avelar paid an \$8,000 civil penalty for the violations.

#### **In the Matter of Robert Awad**

The Commission approved a Disposition Agreement in which Sharon Police Officer Robert Awad admits to violating the conflict of interest law by assisting fellow Police Officer John Avelar and a friend to enter the Gillette Stadium Putnam Club without tickets during a New England Patriots game during which Awad was working security. Awad violated the conflict of interest law's prohibition against public employees using their official positions to obtain valuable privileges for themselves or others that are not properly available to them. Awad paid a \$4,000 civil penalty for the violation.

#### **In the Matter of Lauren Pizzi**

The Commission issued a Public Education Letter to Weymouth Housing Authority former Director of Management/Resident Services Coordinator Lauren Pizzi after finding reasonable cause to believe Pizzi violated the conflict of interest law by, on three separate occasions, leasing Weymouth Housing Authority apartments to individuals with whom she had personal connections, even though they were not eligible for the housing due to prior evictions. The conflict of interest law prohibits public employees from using their official positions to obtain for anyone valuable privileges which are unwarranted and not properly available to them. The Commission found reasonable cause to believe that Pizzi violated this prohibition when she leased Housing Authority apartments to her half-sibling, friend, and relative through marriage, all of whom were ineligible for the apartments due to prior evictions. The Commission also found reasonable cause to believe Pizzi violated this prohibition by deleting Housing Authority records concerning her friend's previous tenancy apparently in furtherance of obtaining housing for which the friend was ineligible. In addition, the conflict of interest law prohibits municipal employees from participating officially in matters in which they know their immediate family members have a financial interest. The Commission found reasonable cause to believe Pizzi violated this prohibition when she leased a Housing Authority apartment to her half-sibling and did not require her half-sibling to pay rent for the first month of her tenancy. The Commission also found reasonable cause to believe Pizzi violated the conflict of interest law's prohibition against public employees acting in a way that would cause a reasonable person to conclude they can be unduly influenced by anyone or are likely to act with favoritism towards anyone in their official actions. Although an appointed public employee can avoid violating this prohibition by, before acting officially, making a public, written disclosure of the facts that would cause such an appearance of favoritism, Pizzi made no such disclosure regarding her personal ties to her friend and

relative through marriage before conducting reexaminations of their income and allowing her friend to enter a repayment plan with the Housing Authority. The Commission determined that the public interest would be best served by resolving this matter with the Public Education Letter to Pizzi publicly discussing and explaining the application of the conflict of interest law to her actions.



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**COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION**

**IN THE MATTER OF  
LISA RICCOBENE**

**PUBLIC EDUCATION LETTER**

January 31, 2023

*Via Electronic and First-Class Mail*

Lisa Riccobene  
c/o Patrick Hanley  
Butters Brazilian LLP  
699 Boylston Street, 12<sup>th</sup> Floor  
Boston, MA 02116  
hanley@butterbrasillian.com

Re: Preliminary Inquiry No. 2022-08

Dear Ms. Riccobene:

As you know, the State Ethics Commission ("Commission") conducted a preliminary inquiry into whether you, while Chief of Staff and as Chief Administrative Officer of the Office of the Chief Medical Examiner ("OCME"), violated the state conflict of interest law by obtaining a loan from a subordinate OCME employee and by using the subordinate's credit card information to make your personal purchases.

On November 17, 2022, the Commission voted to find reasonable cause to believe that your actions, as described below, violated sections 23(b)(2)(i), 23(b)(2)(ii) and 23(b)(3) of the conflict of interest law, General Laws chapter 268A, and authorized adjudicatory proceedings. The Commission has determined, however, that, instead of adjudicatory proceedings, the public interest would be best served by issuing you this Public Education Letter publicly discussing the facts revealed by the preliminary inquiry and explaining the application of the conflict of interest law to those facts. By resolving this matter through this Public Education Letter, the Commission seeks to ensure that you and public employees in circumstances similar to those described below will have a clearer understanding of the conflict of interest law and how to comply with it.

The Commission and you have agreed that this matter will be resolved publicly with this Public Education Letter and that there will be no formal proceedings

against you. You have chosen not to exercise your right to a hearing before the Commission.

**Facts**

In 2006, you and another OCME employee ("the Employee") began working together as administrative assistants in the OCME. You and the Employee developed a close personal relationship. In the context of this personal relationship, the Employee allowed you to use the Employee's credit card information to make your personal purchases.

The OCME promoted you to Chief of Staff in 2018 and, in 2019, to Chief Administrative Officer. As Chief of Staff and as Chief Administrative Officer, you directly supervised the Employee, who had been promoted to a manager position that reported to you, approving the Employee's leave time and, during the COVID-19 pandemic, scheduling the Employee's remote work.

From 2018 to April 2021, you repeatedly used the Employee's credit card information to make your personal purchases. Your charges on the Employee's credit card mostly ranged from \$150 to several hundred dollars. You paid the Employee back in cash for some, but not all, of your charges. In or about June 2020, you borrowed \$1,500 from the Employee.

In or about April 2021, after the OCME questioned you about your use of the Employee's credit card and the Employee's loan to you, you tendered a check for \$7,000 to repay both the \$1,500 loan and your outstanding charges on the Employee's credit card. You received a warning regarding your conduct relating to these financial transactions with the Employee and were required to report your conduct to the Commission, which you did. You continued to be employed by the OCME until late July 2021. You cooperated with the Commission's investigation.

**Legal Discussion**

**Section 23(b)(2)(i)**

Section 23(b)(2)(i) of the conflict of interest law prohibits a public employee from knowingly, or with reason to know, soliciting or receiving anything of substantial value which is not otherwise authorized by statute or regulation for or because of their official position. Anything worth \$50 or more is of substantial value within the meaning of G.L. c. 268A.<sup>1</sup>

As Chief of Staff and as Chief Administrative Officer for

the OCME, you were a state employee. As described above, you knowingly solicited and received a loan of \$1,500 from a subordinate OCME employee in 2020 and, from 2018 to April 2021, repeatedly used the Employee's credit card information to make your personal purchases. Your use of the Employee's credit card information and the loan from the Employee were of substantial value.

While your use of the Employee's credit card information began as part of your personal friendship when you and the Employee were both administrative assistants, there is reason to believe that the Employee continued to agree to your requests for personal financial favors from 2018 to April 2021 at least in part because of your superior OCME position. There was no statute or regulation that authorized you to obtain and use your OCME subordinate's credit card information or to obtain a loan from your subordinate.

Therefore, the Commission found reasonable cause to believe that you violated § 23(b)(2)(i) when, while supervising the Employee, you asked for and received the use of the Employee's credit card information and the \$1,500 loan from the Employee.

#### **Section 23(b)(2)(ii)**

Section 23(b)(2)(ii) of the conflict of interest law prohibits a public employee from knowingly, or with reason to know, using or attempting to use their official position to secure for themselves or anyone else an unwarranted privilege of substantial value that is not properly available to similarly situated individuals.

Your use of the Employee's credit card information to make personal purchases and the loan you obtained from the Employee were privileges. Given your repeated use of the Employee's credit card information to make thousands of dollars' worth of purchases and that the loan was for \$1,500, these privileges were of substantial value. As there was no statute or regulation that authorized you to obtain and use your OCME subordinate's credit card information or to obtain a loan from your subordinate, these substantially valuable privileges were unwarranted.

These substantially valuable unwarranted privileges were not properly available to you or similarly situated individuals. No state employee who supervises other state employees is permitted to ask their subordinates for personal loans or for their credit card information for the supervisor's personal use. To the contrary, state employee supervisors are generally prohibited from engaging in any private financial transactions with their public employee subordinates and, as an OCME manager, you were generally prohibited from engaging in any private financial transactions with the Employee.

Supervisory public employees are prohibited by § 23(b)(2)(ii) from engaging in private financial transactions or having private business relationships or other private dealings with their public employee subordinates unless, among other requirements, the subordinate initiates the private business relationship or other private dealing **and** the private business relationship or dealing is entirely voluntary on the part of the subordinate. This is because, as the Commission has explained in Commission Advisory 14-1: *Public Employees' Private Business Relationships And Other Private Dealings With Those Over Whom They Have Official Authority Or With Whom They Have Official Dealings*<sup>2</sup>, a personal request by a superior of a subordinate for a personal favor or benefit is inherently coercive and places pressure on the subordinate to agree to the request due to the superior's official position.

Simply put, because it is very hard, due to the supervisor's official power over the subordinate, for a subordinate to say "no" to a supervisor who asks for a personal favor, the conflict of interest law prohibits public employee supervisors from asking subordinate public employees for substantially valuable personal favors. For a supervisor to do so is to use their official position to obtain for themselves a substantially valuable benefit which is not properly available to them, which is prohibited by § 23(b)(2)(ii).

In this case, your financial dealings with the Employee were initiated by your repeated requests for personal financial favors, which continued while you were Chief of Staff, and later, Chief Administrative Officer and the Employee's supervisor. Although you and the Employee had a close personal relationship predating your promotion to OCME Chief of Staff, you had reason to know that, once you became the Employee's supervisor, any request by you for personal favors would be, at least to some degree, coercive of the Employee due to your official position of authority over the Employee. In short, you had reason to know that you were using the power of your supervisory OCME position to obtain for yourself substantially valuable financial favors from your OCME subordinate, the Employee.

Accordingly, the Commission found reasonable cause to believe that, when you repeatedly asked to use and used your subordinate's credit card information for your personal purchases and asked for and received a \$1,500 personal loan from your subordinate, you knew or had reason to know that you were using your official position to secure for yourself unwarranted privileges of substantial value that were not properly available to you as an OCME supervisor. Therefore, the Commission found reasonable

cause to believe that you violated § 23(b)(2)(ii) by obtaining and using the Employee's credit card information and by seeking and receiving the loan from the Employee during the period in which you supervised the Employee.

### **Section 23(b)(3)**

Section 23(b)(3) of the conflict of interest law prohibits a public employee from, knowingly or with reason to know, acting in a manner which would cause a reasonable person who knows the relevant facts to conclude that any person can improperly influence or unduly enjoy the public employee's favor in the performance of their official duties. This section prohibits conduct by public employees that creates the appearance of favoritism or bias in their official actions. A public employee may avoid a violation of this section by timely making a written disclosure to their appointing authority<sup>3</sup> of the facts that would otherwise lead a reasonable person to conclude that they are biased or unduly influenced in their official actions.

By, as described above, continuing to supervise the Employee, to whom you owed a substantial amount of money as a result of your use of the Employee's credit card information and the Employee's \$1,500 loan to you, and by continuing your use of that information and failing to repay that loan, you acted in a manner that would cause a reasonable person with knowledge of the relevant facts to conclude that the Employee could improperly influence you or unduly enjoy your favor in your performance of your official duties as OCME Chief of Staff and Chief Administrative Officer. At no time did you make a disclosure regarding your private financial dealings with the Employee. Therefore, the Commission found reasonable cause to believe that you violated § 23(b)(3).

### **Disposition**

Based upon its review of this matter, the Commission has determined that the public interest would be best served by the issuance of this Public Education Letter to you and that your receipt of this letter should be sufficient to ensure your understanding of and future compliance with the conflict of interest law.

This matter is now closed.

Sincerely,

David A. Wilson  
Executive Director

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<sup>1</sup> See Commission regulation 930 CMR 5.05.

<sup>2</sup> <https://www.mass.gov/advisory/14-1-public-employees-private-business-relationships-and-other-private-dealings-with-those-over-whom-they-have-official-authority-or-with-whom-they-have-official-dealings>.

<sup>3</sup> A public employee's appointing authority is the public official or body who appointed the public employee to their position.

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## **COMMONWEALTH OF MASSACHUSETTS STATE ETHICS COMMISSION**

**SUFFOLK, ss.**

**COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-002**

**IN THE MATTER OF  
STEVEN TOMPKINS**

### **DISPOSITION AGREEMENT**

The State Ethics Commission ("Commission") and Steven Tompkins ("Tompkins") enter into this Disposition Agreement pursuant to Section 3 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On November 18, 2020, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict of interest law, G.L. c. 268A by Tompkins. On October 18, 2022, the Commission concluded its inquiry and found reasonable cause to believe that Tompkins violated G.L. c. 268A, §§ 23(b)(2)(i); 23(b)(2)(ii) and 23(b)(3).

The Commission and Tompkins now agree to the following findings of fact and conclusions of law:

### **Findings of Fact**

1. On January 22, 2013, then Governor Deval Patrick appointed Tompkins as the Suffolk County Sheriff after then Sheriff Andrea Cabral resigned to become the Massachusetts Secretary of Public Safety.

2. Tompkins ran successfully for election as Suffolk County Sheriff in November 2014 and for re-election in November 2016 and November 2022.

3. As Suffolk County Sheriff, Tompkins is and was, at all relevant times, a state employee.

4. All Suffolk County Sheriff Department (SCSD) employees are subordinate to Tompkins as Suffolk County Sheriff and subject to his official authority as Sheriff. Tompkins is the appointing authority for all non-elected SCSD employees.

5. Tompkins' wife died on October 5, 2016, leaving Tompkins with two minor children.

***Hiring his Niece to Work in the Suffolk County Sheriff's Department***

6. Shortly after his wife's death, Tompkins' adult niece moved from New Jersey to Massachusetts to assist him with the care of his two minor children. Shortly thereafter, the niece took up residence in Tompkins' home.

7. On or about November 7, 2016, Tompkins, as Suffolk County Sheriff, hired his niece as a full-time entry level Management Assistant with the SCSD. Tompkins assigned her to SCSD's External Affairs Division as a Public Information Officer. Her SCSD annual salary was \$45,000.

8. On or about November 7, 2016, Tompkins informed the Chief of the External Affairs Division that he was putting his niece in her Division. The Chief of External Affairs had not requested the filling of any such position and did not interview the niece or receive or review her resume prior to her joining the Division. As was SCSD practice with such positions, the position had not been posted.

9. Tompkins' niece's SCSD job duties included writing a newsletter, posting social media content, and organizing community events.

10. From the start of Tompkins' niece's SCSD employment until her resignation on January 31, 2018, she left work during normal business hours once or twice a week to transport Tompkins' daughter with his knowledge and approval.

11. The value of the compensation the Commonwealth paid Tompkins' niece as an SCSD employee for the time during which she personally assisted Tompkins with childcare exceeded \$50.

***Obtaining Assistance in Private Matters from other SCSD Employees***

12. Between 2014 and 2022, Tompkins, on multiple occasions, asked SCSD employees other than his niece to

assist him personally by caring for or transporting his children.

13. This transportation and childcare generally occurred during normal business hours, while the SCSD employees were being paid by the Commonwealth.

14. In addition to providing occasional transportation or childcare, Tompkins' Executive Assistant also performed personal errands for Tompkins, including scheduling personal appointments, until her retirement in 2019.

15. None of the SCSD employees who provided the assistance with private matters described above were privately paid for their services by Tompkins.

16. Tompkins' requests for assistance with private matters inherently created pressure on the SCSD employees from whom he requested assistance to provide that assistance.

17. The value of the compensation the Commonwealth paid the SCSD employees for the time during which they were assisting Tompkins with childcare or other private matters exceeded \$50.

18. The value of the childcare and assistance with other private matters SCSD employees, including Tompkins' niece, provided to Tompkins exceeded \$50.

**Conclusions of Law**

19. As the Suffolk County Sheriff, Tompkins was a state employee as that term is defined in G.L. c. 268A, § 1(q).

**Section 23(b)(2)(i) Violation**

20. General Laws chapter 268A, § 23(b)(2)(i) prohibits a state employee from knowingly, or with reason to know, soliciting or receiving anything of substantial value for such officer or employee, which is not otherwise authorized by statute or regulation, for or because of the officer or employee's official position.

21. Tompkins, while Suffolk County Sheriff, repeatedly solicited and received from subordinate SCSD employees personal assistance, including but not limited to childcare and personal errands, performed by them.

22. Tompkins knew, or had reason to know, that when he solicited and received personal assistance from SCSD employees other than his niece, the services provided were rendered in whole or in part because of his official position as Suffolk County Sheriff.

23. The personal assistance, including childcare and private errands, performed by SCSD employees, including

Tompkins' niece, was of substantial value because the services rendered and/or requested had a value of \$50 or more and because the compensation the Commonwealth paid the SCSD employees for the work time during which they assisted Tompkins with childcare or other private matters also exceeded \$50.

24. Tompkins' solicitation of and receipt from SCSD employees of their assistance with his private matters, including childcare and personal errands, was not otherwise authorized by statute or regulation.

25. Therefore, by, while Suffolk County Sheriff, asking for and receiving childcare and other assistance with private matters from SCSD employees, Tompkins knowingly, or with reason to know, solicited and received things of substantial value not otherwise authorized by statute or regulation for or because of his official position. In so doing, Tompkins violated G.L. c. 268A, § 23(b)(2)(i).

#### **Section 23(b)(2)(ii) Violations**

26. General Laws chapter 268A, § 23(b)(2)(ii) prohibits a public employee from knowingly, or with reason to know, using his official position to secure for himself or others an unwarranted privilege of substantial value that is not properly available to similarly situated individuals.

#### ***Creating a Position for his Niece at the SCSD***

27. Tompkins used his position as the Suffolk County Sheriff to effectively create a paid position for his niece in the SCSD which facilitated her remaining in Massachusetts to assist him with the care of his children.

28. Notwithstanding his niece's qualifications, creating a paid position in state government for his niece afforded her and Tompkins unwarranted privileges.

29. The unwarranted privileges were of substantial value because the annual salary for the position Tompkins created for his niece was \$45,000 and because Tompkins otherwise would have had to pay for childcare, at a cost of \$50 or more.

30. The unwarranted privileges were not properly available to similarly situated individuals.

31. Therefore, by, as Suffolk County Sheriff, effectively creating a paid SCSD position for and hiring his niece to fill it, Tompkins, knowingly, or with reason to know, used his official position to provide his niece and himself with unwarranted privileges of substantial value, not properly available to similarly situated individuals. In so doing, Tompkins violated G.L. c. 268A, § 23(b)(2)(ii).

#### ***Using Public Resources for Private Matters***

32. Tompkins, as Suffolk County Sheriff, repeatedly solicited and/or allowed members of his SCSD staff to perform personal tasks for him, including childcare, during their normal SCSD work hours on multiple occasions between 2014 and 2022.

33. When Tompkins solicited his SCSD staff for personal assistance, he was knowingly, or with reason to know, using his position as Sheriff to obtain a personal benefit because his superior position inherently placed pressure on his staff to provide the personal services he requested.

34. The use of state agency staff work time for personal purposes and the use of one's public position to solicit one's subordinates to provide assistance in personal matters are unwarranted privileges. Here, these unwarranted privileges were of substantial value because the time SCSD staff spent assisting Tompkins with childcare and personal errands was worth \$50 or more and because, when SCSD staff assisted him with childcare, Tompkins avoided the cost of obtaining private childcare.

35. These unwarranted privileges were not properly available to similarly situated individuals.

36. Therefore, by, as Suffolk County Sheriff, soliciting and/or allowing his staff to perform personal services for him on their SCSD work time, Tompkins knowingly, or with reason to know, used his official position to secure for himself an unwarranted privilege of substantial value not properly available to similarly situated individuals. In so doing, Tompkins violated G.L. c. 268A, § 23(b)(2)(ii).

#### **Section 23(b)(3) Violations**

37. General Laws chapter 268A, § 23(b)(3) prohibits a public employee from acting in a manner which would cause a reasonable person, knowing all of the facts, to conclude that anyone can improperly influence or unduly enjoy that person's favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person.

#### ***Hiring his Niece as a SCSD Employee***

38. By, as Suffolk County Sheriff, hiring his niece for an unposted, paid position with the SCSD when his niece had recently moved to Massachusetts to assist Tompkins with caring for his children, Tompkins acted in a manner which would cause a reasonable person

with knowledge of the relevant facts to conclude that his niece could unduly enjoy Tompkins' favor in the performance of his official duties as Sheriff. In so doing, Tompkins violated G.L. c. 268A, § 23(b)(3).

***Receiving Childcare and other Assistance from SCSD Employees***

39. By requesting and receiving significant assistance with childcare and other private matters from SCSD staff members while he was serving as Suffolk County Sheriff, Tompkins knowingly, or with reason to know, acted in a manner that would cause a reasonable person with knowledge of the relevant facts to conclude that those staff members could improperly influence or unduly enjoy Tompkins' favor in the performance of his official duties as Sheriff. In so doing, Tompkins violated G.L. c. 268A, § 23(b)(3).

**Disposition**

In view of the foregoing violations of G.L. c. 268A by Tompkins, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the following terms and conditions agreed to by Tompkins:

- (1) that Tompkins pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$12,300 as a civil penalty for violating G.L. c. 268A, §§ 23(b)(2)(i), 23(b)(2)(ii), and 23(b)(3); and
- (2) that Tompkins waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law and terms and conditions contained in this Agreement.

**DATE ISSUED:** March 6, 2023

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**COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION**

**SUFFOLK, ss.**

**COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0003**

**IN THE MATTER OF  
RADHIKA UPPALURI**

**DISPOSITION AGREEMENT**

The State Ethics Commission ("Commission") and Radhika Uppaluri ("Uppaluri") enter into this Disposition Agreement pursuant to Section 3 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On June 25, 2020, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict of interest law, G.L. c. 268A, by Uppaluri. On November 17, 2022, the Commission concluded its inquiry and found reasonable cause to believe that Uppaluri violated G.L. c. 268A, §§ 4(a), 6, 7, and 23(b)(2).

The Commission and Uppaluri now agree to the following findings of fact and conclusions of law:

**Findings of Fact**

1. Uppaluri was at all relevant times a Systems Programmer/Systems Supervisor for the Commonwealth's Executive Office of Education ("EOE").
2. At all relevant times, Uppaluri participated in hiring and supervising Information Technology ("IT") consultants, referred to as "resources."

***IT Staff Augmentation***

3. During the relevant time, EOE augmented its IT staff under the statewide ITS63 Contract.
4. The ITS63 Contract included three sub-categories of contract: Category One, Category Two, and Category Three.
5. During the relevant time, Commonwealth agencies only entered into Category Two, or "lower-overhead," contracts when the agency independently located an individual it wished to retain. When the agency did not independently locate a resource, it posted open positions, using the Category One "full service" contract or the Category Three "niche" position contract, to CommBuys, the Commonwealth's official procurement system.
6. Only "approved vendors" could respond to job postings on CommBuys. Approved vendors are IT consulting or IT staffing agencies that responded to the Commonwealth's Request For Responses ("RFR") and were selected to provide hiring services in exchange for a fee. The hiring services included the location and recruitment of resources, submission of resource resumes, arranging or facilitating the interview process, and providing other services to the resources.
7. Approved vendors typically were paid a fee for their job

placement services by withholding a portion of the resource's earnings paid by the Commonwealth.

8. Positions that fell under the Category Two contract were not and could not be posted to CommBuys. Category Two was only used when an agency had independently located a resource from past work or through word-of-mouth recruiting. Category Two was not used when a hiring agency was needed to fill the position.

9. Each resource that provides services to the Commonwealth must have their own employer for tax purposes.

10. Resources who were hired under Category Two contracts selected an approved "lower-overhead vendor" to operate as the resource's employer (Category Two A), or, to subcontract with the resource's employer to provide the resource's services to the Commonwealth agency (Category Two B).

11. During the relevant time, the Commonwealth had contracts with three Category Two B "lower-overhead vendors." Under the agreement, the Commonwealth issued payment for the resource's work to the "lower-overhead" vendor. The lower-overhead vendor withheld its fee, then distributed payment to the resource's employer.

12. After receipt of payment from the lower-overhead vendor, the resource's employer withheld its fee, then distributed the remaining payment to the resource as their wages.

### ***Shri Radhe Krishna Corporation***

13. Uppaluri's father founded Shri Radhe Krishna Corporation ("SRK") in 2001.

14. Uppaluri was named as SRK's Director in its articles of incorporation.

15. Uppaluri held various positions in SRK, including President, Director, and Registered Agent, in each year since its incorporation.

16. In 2017, Uppaluri served as SRK's President, Treasurer, Secretary, Director, and Registered Agent.

17. In 2018 and 2019, Uppaluri served as SRK's Registered Agent.

18. Uppaluri's husband served as SRK's President, Treasurer, Secretary, and Director in 2018 and 2019.

19. At all relevant times, Uppaluri was an account owner

and signatory for SRK's financial account.

20. In 2017, Uppaluri's father was out of the country.

21. When her father was out of the country, Uppaluri's husband assisted her father with SRK business, and Uppaluri occasionally signed and submitted various business documents for SRK.

22. Between March 23, 2017, and June 28, 2019, Uppaluri as EOE Systems Programmer/Systems Supervisor hired and supervised four IT resources on her team at EOE that were recruited to their positions by SRK.

23. SRK received a fee, ranging from approximately \$8 to \$18 per hour, from each of the four resource's work on Uppaluri's team at EOE.

24. Uppaluri as EOE Systems Programmer/Systems Supervisor hired each of the four resources under the Category Two B lower-overhead contract.

25. As such, none of the four resources was hired through a job posting on CommBuys.

26. SRK was not an approved vendor and was not authorized to respond to jobs that were posted to CommBuys or provide recruitment services to the Commonwealth in exchange for a fee.

27. Each of the four resources was recruited to their position at EOE by Uppaluri's husband, who held himself out as a recruiter with access to the positions at EOE.

28. Each of the four resources provided their services to EOE under the Category Two B lower-overhead contract.

29. Under the Category Two Blower-overhead contract, the Commonwealth issued payment of the resource's wages to the lower-overhead vendor. The lower-overhead vendor deducted its fee, then paid the remaining wages to SRK.

30. After receiving payment from the lower-overhead vendor, SRK withheld its own fee, then distributed payment either to the resources' employers, or, in the case of Resource Four, directly to the resource.

31. Resources One, Two, and Three, had private companies serve as their employers. With respect to Resources One, Two, and Three, after deducting its hourly fee, SRK distributed payment of the remaining wages to the resources' employers.

32. SRK served as the employer for Resource Four. With respect to Resource Four, after deducting its hourly fee,

SRK paid Resource Four his wages.

33. Between March 23, 2017 and June 28, 2019, SRK received a total of \$124,832.65 in fees for recruiting the four resources to positions on Uppaluri's team at EOE.

34. Uppaluri as Systems Programmer/Systems Supervisor supervised each of the four resources on her team at EOE. As Systems Programmer/Systems Supervisor, she signed their timesheets, approved overtime on occasion, lead daily team meetings to check in on the resources' work and progress, and evaluated their performance.

35. At the time that she hired and supervised each of the resources as EOE Systems Programmer/Systems Supervisor, Uppaluri knew that each consultant had been recruited by SRK and that SRK would retain a portion of the resources' wages as the fee for its services. Uppaluri did not disclose her relationship to SRK or SRK's relationship with any of the resources to EOE or to any of the resources.

36. Uppaluri resigned from EOE in July 2019 when EOE became aware of her private involvement with SRK.

#### **Conclusions of Law**

37. As EOE Systems Programmer/Systems Supervisor, Uppaluri was a state employee as that term is defined in G.L. c. 268A, § 1(q).

#### **Section 6**

38. Section 6 of G.L. c. 268A prohibits a state employee from participating in any particular matter in which to her knowledge she, her immediate family member, or a business organization in which she is serving as officer, director, trustee, partner or employee has a financial interest.

39. Uppaluri's father and husband were members of her immediate family as defined by G.L. c. 268A, § 1(e).

40. Uppaluri served as an officer, director, trustee, partner or employee of SRK during all relevant times.

#### **Hiring Resources**

41. Each decision by Uppaluri as Systems Programmer/Systems Supervisor to hire IT resources to perform compensated IT work for EOE for which SRK would receive a recruitment services fee was a particular matter in which Uppaluri, her immediate family members, and SRK each had a financial interest.

42. Each time Uppaluri participated as Systems

Programmer/Systems Supervisor in hiring a resource as described above, she knew that she, her immediate family members, and SRK had a financial interest in the hiring.

43. Therefore, each time Uppaluri participated as EOE Systems Programmer/Systems Supervisor in hiring an IT resource through her family's consulting business, she violated G.L. c. 268A, § 6.

#### **Supervising IT Resources**

44. As EOE Systems Programmer/Systems Supervisor, Uppaluri made many decisions affecting the wages and continued employment of the IT resources hired through SRK, including decisions associated with approving timesheets, leading daily team meetings, assigning work, evaluating performance, and approving overtime.

45. Because SRK received fees based on and paid from the resources' EOE hourly wages, each of these decisions by Uppaluri was a particular matter in which SRK, Uppaluri, and her immediate family members, as owners and officers of SRK, had to Uppaluri's knowledge a financial interest.

46. Therefore, by, as EOE Systems Programmer/ Systems Supervisor, supervising IT resources she knew had contractual relationships to SRK and from whose hourly wages SRK received fees, Uppaluri repeatedly violated G.L. c. 268A, § 6.

#### **Section 23(b)(2)**

47. Section 23(b)(2)(ii) of G.L. c. 268A prohibits a public employee from knowingly, or with reason to know, using or attempting to use their official position to secure for themselves or others unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals.

#### **Hiring IT Resources for EOE through Family Business**

48. Uppaluri's hiring as EOE Systems Programmer/Systems Supervisor of IT resources associated with her family's business was an unwarranted privilege that was not properly available to any state employee.

49. The unwarranted privilege was of substantial value because SRK received fees of well over \$50<sup>1</sup> from each resource's work.

50. Therefore, by, as EOE Systems Programmer/ Systems Supervisor, using her official position to hire IT resources associated with her family's business, from whose EOE hourly wages her family's business received substantially valuable fees, Uppaluri knowingly or with reason to know,

repeatedly used her official position to secure for herself and others unwarranted privileges of substantial value not properly available to similarly situated individuals. In doing so, Uppaluri repeatedly violated G.L. c. 268A, § 23(b)(2)(ii).

### ***Hiring IT Resources Outside of Standard Hiring Process***

51. Having its IT resources hired for full-time work at EOE was a substantially valuable privilege for SRK because SRK received a portion of each resource's hourly wages as a fee for its services.

52. The privilege was unwarranted because SRK was not an approved vendor. It did not respond to the Commonwealth's RFR and was not selected to provide IT recruiting services to the Commonwealth. As such, SRK was not able to respond to job postings on CommBuys or perform recruiting services for positions with the Commonwealth in exchange for a fee.

53. Uppaluri knowingly used her EOE position to secure for SRK a business opportunity to which it was not otherwise entitled by hiring IT resources, recruited by SRK, under the Category Two lower-overhead contract, rather than by, as EOE Systems Programmer/Systems Supervisor, posting the positions to CommBuys and allowing the approved vendors to perform the recruiting services for profit.

54. Therefore, by, as EOE Systems Programmer/ Systems Supervisor, knowingly using her official position to hire SRK resources as IT resources for the EOE outside of the standard hiring process, in order to give a business opportunity to her family's business to which it was not entitled, Uppaluri knowingly or with reason to know, repeatedly used her official position to secure for herself and others unwarranted privileges of substantial value not properly available to similarly situated individuals. In doing so, Uppaluri repeatedly violated G.L. c. 268A, § 23(b)(2)(ii).

### **Section 4(a)**

55. Section 4(a) of G.L. c. 268A prohibits a state employee from, otherwise than as provided by law for the proper discharge of her official duties, receiving compensation from anyone other than the Commonwealth or a state agency in relation to any particular matter in which the state is a party or has a direct and substantial interest.

56. EOE's decisions to hire and continue to employ IT resources were particular matters in which the Commonwealth had a direct and substantial interest.

57. SRK received compensation from someone other than the Commonwealth or a state agency by withholding a portion of each resource's wages paid from the lower-overhead vendor to SRK.

58. SRK's receipt of such compensation, in exchange for recruiting the resources to work on Uppaluri's team at EOE, was in relation to the particular matters in which the Commonwealth and EOE had a direct and substantial interest.

59. As an SRK officer, director, and/or registered agent, and account owner and signatory for SRK's financial account, Uppaluri had control of and access to SRK's financial accounts and the fees it received for recruiting consultants. As a result, Uppaluri directly or indirectly received the compensation SRK received from the lower-overhead vendor for recruiting the resources to Uppaluri's team.

60. Her indirect receipt of such compensation was not as provided by law for the proper discharge of Uppaluri's duties as EOE Systems Programmer/Systems Supervisor.

61. Therefore, Uppaluri repeatedly violated G.L. c. 268A, § 4(a) by, otherwise than as provided by law for the proper discharge of her official duties, receiving compensation from someone other than the Commonwealth or a state agency in relation to particular matters in which the Commonwealth or a state agency was a party or had a direct and substantial interest.

### **Section 7**

62. Section 7 of G.L. c. 268A prohibits a state employee from having a financial interest, directly or indirectly, in a contract made by a state agency in which the Commonwealth or a state agency is an interested party of which interest the state employee has knowledge or reason to know.

63. SRK had a financial interest in the contract between the Commonwealth and the lower-overhead vendor under which each of the four IT resources performed services for EOE and the lower-overhead vendor issued payment of the IT resources' wages to SRK.

64. As an SRK officer, director, and/or registered agent, and account owner and signatory for SRK's financial account, Uppaluri had control of and access to SRK's financial accounts and the fees it received for recruiting consultants. As such, she had a direct or indirect financial interest in the contract between the Commonwealth and the lower-overhead vendor.

65. Therefore, by, while serving as EOE Systems Programmer/Systems Supervisor, having to her

knowledge a financial interest in the contract between the Commonwealth and the lower-overhead vendor, Uppaluri violated G.L. c. 268A, § 7.

**Disposition**

In view of the foregoing violations of G.L. c. 268A by Uppaluri, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the following terms and conditions agreed to by Uppaluri:

- (1) that Uppaluri pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$70,000 as a civil penalty for violating G.L. c. 268A, §§ 4, 6, 7, and 23(b)(2); and
- (2) that Uppaluri waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law and terms and conditions contained in this Agreement.

**DATE ISSUED:** March 8, 2023

<sup>1</sup> Substantial value is \$50 or more. 930 CMR 5.05.

**COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION**

**SUFFOLK, ss. COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0004**

**IN THE MATTER OF  
GLENN WILSON**

**DISPOSITION AGREEMENT**

The State Ethics Commission ("Commission") and Glenn Wilson ("Wilson") enter into this Disposition Agreement pursuant to Section 3 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On March 17, 2022, the Commission initiated, pursuant to G.L. c. 268B, § 4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L.

c. 268A. On October 20, 2022, the Commission voted to amend the preliminary inquiry. On January 26, 2023, the Commission concluded its inquiry and found reasonable cause to believe that Wilson violated G.L. c. 268A, §§ 17(a), 23(b)(2)(i), and 23(b)(2)(ii).

The Commission and Wilson now agree to the following findings of fact and conclusions of law:

**Findings of Fact**

- 1. Wilson was the Assistant Director of Andover Youth Services (AYS), a division of the Town of Andover's Department of Community Services, from 1994 until his resignation in August 2021.
- 2. As Assistant Director of AYS, Wilson was a full-time, salaried municipal employee of the Town of Andover.
- 3. Wilson's duties as Assistant Director of AYS, as described in his official job description, included frequent evening and weekend work.
- 4. The Andover Youth Foundation (AYF) is a private, non-profit organization based in Andover. Certain Andover residents formed AYF in 2000 to fund programming and a youth center for AYS.
- 5. The Hurston Family Foundation, Inc. (HFF) is a private, non-profit organization based in Andover.
- 6. In or around May 2016, Wilson and William Fahey ("Fahey"), the Director of AYS, met with the President of HFF.
- 7. At that meeting, the President of HFF proposed that HFF would provide funding to support AYS building maintenance, programming, and staff.
- 8. Subsequently, HFF, AYF, Fahey, and Wilson agreed that HFF would remit such funding to AYF, which would in turn disburse funds for AYS building maintenance, programming, and staff.
- 9. HFF made its first such donation in May 2016 and earmarked \$3,000 of the \$10,000 donation for "six individuals" "in \$500 increments," specifying Fahey, Wilson, and four other AYS staff members.
- 10. Thereafter, beginning in the fall of 2016 and continuing through the end of 2020, in nine additional donations to AYF, HFF paid money designated for AYS staff, including Wilson, which the parties referred to, in funding letters and otherwise, as "merit pay" or "merit-based compensation" (the "Private Compensation").

11. From November 2016 through September 2020, for each of these nine subsequent HFF donations, Fahey, in his capacity as Executive Director of AYS, authored a letter to the President of HFF on AYS letterhead, which described how AYS would use and allocate each donation (the "Funding Letters").

12. Wilson edited each Funding Letter, according to instructions from Fahey and the President of HFF.

13. Wilson used his andoverma.gov email account to submit Funding Letters to HFF.

14. Each Funding Letter stated that the whole HFF donation was subject to the condition that "Bill Fahey, Executive Director, remains as such."

15. Each Funding Letter explained that AYS would use part of each HFF donation to provide "merit-based compensation" to "recognize the exceptional commitment to the young people by our full time... team."

16. Each Funding Letter provided a schedule of AYS staff who would receive Private Compensation from each HFF donation, listing the amount of Private Compensation for each employee and each employee's AYS job title (the "Merit Pay Schedule").

17. Each Merit Pay Schedule listed Wilson in his capacity as Assistant Director.

18. With each Funding Letter that he edited and emailed, Wilson could see and understand that he would receive Private Compensation in connection with his job as Assistant Director of AYS.

19. Between 2016 and 2021, by check provided by and drawn on an account of AYF and distributed by Fahey, Wilson received ten payments of Private Compensation, totaling at least \$17,500.

## **Conclusions of Law**

### **Section 17(a)**

20. Section 17(a) of G.L. c. 268A prohibits a municipal employee from, otherwise than as provided by law for the proper discharge of official duties, directly or indirectly receiving compensation from anyone other than the municipality in relation to a particular matter in which the municipality is a party or has a direct and substantial interest.

21. As Assistant Director of AYS, Wilson was a municipal employee pursuant to G.L. c. 268A, § 1(g).

22. Wilson's contract of employment with the Town of Andover was a particular matter to which the town was a party and in which it had a direct and substantial interest.

23. From 2016 to 2021, Wilson received from HFF through AYF, ten payments of Private Compensation related to his employment as Assistant Director of AYS, totaling \$17,500.

24. Wilson's receipt of this Private Compensation was not as provided by law for the proper discharge of his official duties as Assistant Director of AYS.

25. By receiving Private Compensation relating to his employment as Assistant Director of AYS from HFF through AYF, Wilson received compensation from someone other than the Town of Andover in relation to a particular matter to which the town was a party and in which it had a direct and substantial interest. In so doing, Wilson repeatedly violated G.L. c. 268A, § 17(a).

### **Section 23(b)(2)(i)**

26. Section 23(b)(2)(i) of G.L. c. 268A prohibits a municipal employee from knowingly, or with reason to know, receiving anything of substantial value for such employee, which is not otherwise authorized by statute or regulation, for or because of the employee's official position.

27. Wilson, while a municipal employee, received, from HFF through AYF, ten Private Compensation payments which were, in each instance, worth \$50 or more and therefore of substantial value.

28. Wilson knew, or had reason to know, that the Private Compensation payments were for or because of his official position as Assistant Director of AYS, as he edited and submitted nine Funding Letters, which stated in each instance that the "merit-based compensation" was for AYS staff and listed Wilson, together with his AYS job title, on the Merit Pay Schedule.

29. Each of the Private Compensation payments Wilson received was not authorized by statute or regulation.

30. Therefore, by knowingly, or with reason to know, receiving the Private Compensation payments for or because of his official position, Wilson repeatedly violated G.L. c. 268A, § 23(b)(2)(i).

### **Section 23(b)(2)(ii)**

31. Section 23(b)(2)(ii) of G.L. c. 268A prohibits a municipal employee from knowingly, or with reason to

know, using or attempting to use his official position to secure for himself or others unwarranted privileges or exemptions, which are of substantial value, and which are not properly available to similarly situated individuals.

32. Wilson, in his capacity as Assistant Director of AYS, edited and submitted nine Funding Letters designating HFF funding as Private Compensation for AYS staff.

33. The receipt of Private Compensation by AYS staff was a privilege of substantial value and was unwarranted because the payments were provided in connection with their jobs as public employees.

34. Wilson knew, or had reason to know, that he was using his official position to secure the unwarranted privilege because he edited and submitted the Funding Letters in his capacity as Assistant Director of AYS, using his andoverma.gov email account.

35. This unwarranted privilege was not properly available to AYS staff and was not available to other Community Services Department staff or other similarly situated individuals.

36. Therefore, by, as Assistant Director of AYS, editing and submitting Funding Letters which secured the Private Compensation for himself and other AYS staff, Wilson knowingly, or with reason to know, used his official position to secure for himself and others an unwarranted privilege of substantial value that was not properly available to similarly situated individuals. In so doing, Wilson repeatedly violated G.L. c. 268A, § 23(b)(2)(ii).

#### **Disposition**

In view of the foregoing violations of G.L. c. 268A by Wilson, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Wilson:

- (1) that Wilson pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$9,000 as a civil penalty for violating G.L. c. 268A, §§ 17, 23(b)(2)(i), and 23(b)(2)(ii); and
- (2) that Wilson waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact,

conclusions of law, and terms and conditions contained in this Agreement.

**DATE ISSUED:** March 28, 2023

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### **COMMONWEALTH OF MASSACHUSETTS STATE ETHICS COMMISSION**

**SUFFOLK, ss.**

**COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0005**

**IN THE MATTER OF  
STEVEN MADELLE**

#### **DISPOSITION AGREEMENT**

The State Ethics Commission ("Commission") and Steven Madelle ("Madelle") enter into this Disposition Agreement pursuant to Section 3 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On March 17, 2022, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict of interest law, G.L. c. 268A, by Madelle. On December 15, 2022, the Commission concluded its inquiry and found reasonable cause to believe that Madelle violated G.L. c. 268A, §§ 23(b)(2)(i) and 23(b)(2)(ii).

The Commission and Madelle now agree to the following findings of fact and conclusions of law:

#### **Findings of Fact**

1. Madelle has worked for the Charlton Police Department ("Police Department") since 2006. He was promoted to sergeant in 2019.
2. On June 12, 2021, while off-duty, Madelle called the Police Department's non-emergency business number and spoke with a dispatcher. Madelle told the dispatcher, "I need you to ping a phone for me." After Madelle provided the cell phone number and the name of the carrier, the dispatcher stated "Okay, I'll get on that."
3. A "ping" of a cell phone is a remote activation of the cell phone's GPS capabilities that causes the phone to transmit its real-time location coordinates to the cell phone carrier.

4. In Massachusetts, a cell phone ping may be initiated by search warrant, or, absent a search warrant, only after a request by law enforcement under exigent circumstances.

5. Exigent circumstances include assisting persons who are seriously injured or who are facing the threat of imminent injury.

6. A cell phone carrier will not under any circumstances ping a phone for a private citizen, including the private citizen's own phone.

7. During the relevant time, the Police Department did not generally initiate a phone ping without specific facts indicating a person may be in danger or a danger to others, such as their having made threats to harm themselves or others.

8. When a person is reported missing, the Police Department's general practice is to first conduct follow-up investigation. It does not immediately initiate a phone ping in cases where persons are reported missing without facts indicating they may be in danger. When a person reported missing is not a Charlton resident, the proper procedure is to refer the matter to the police department in the jurisdiction in which the person lives.

9. On the recorded line on which Madelle spoke to the dispatcher, he did not identify the owner of the cell phone number, his relationship to the owner of the cell phone, or the reason for his ping request.

10. The cell phone number belonged to a person ("the Person") with whom Madelle had a private relationship. The Person was not a resident of Charlton at the relevant time.

11. At the time Madelle requested the ping, he was unable to locate the Person, however, the circumstances were not objectively exigent.

12. The police dispatcher, who is subordinate to Madelle as a Charlton police sergeant, did as Madelle requested and immediately contacted the cell phone carrier to initiate the ping. When asked by the carrier, the dispatcher communicated that the request related to an emergency involving the danger of death or serious physical injury.

13. The carrier provided the dispatcher with the location coordinates of the pinged cell phone. The dispatcher then provided Madelle the location coordinates and a map of the cell phone's location according to the Police Department's 911 mapping system.

14. The police department in the jurisdiction where the Person lived would not have immediately initiated a ping

of the Person's cell phone based on the facts Madelle reported.

15. Had Madelle, while on duty as a police sergeant, received a request to have a cell phone pinged based on facts similar to those he reported in requesting the ping of the Person's cell phone, he would not have immediately initiated the ping.

16. Several hours after requesting the cell phone ping, Madelle again called the Police Department's non-emergency business number and asked a subordinate Charlton patrol officer to "look up" the "vehicle" of the Person "to see the last time somebody ran [the Person's vehicle's license plate]."

17. "Running" a vehicle license plate generally means searching the vehicle's license plate in various databases accessible to police departments. Running a vehicle license plate to see if any other police officers have run the plate can potentially provide information on the location of the vehicle.

18. Madelle gave the patrol officer the name of the Person and the spelling of the Person's name.

19. The patrol officer understood Madelle to be asking him to search Registry of Motor Vehicles ("RMV") and Department of Criminal Justice Information Services ("DCJIS") databases to access information to determine the last time the Person's vehicle's license plate was queried by any law enforcement officer.

20. RMV and DCJIS information may be accessed only for authorized purposes.

21. The patrol officer ran the search as requested and informed Madelle that there had been no recent queries.

## **Conclusions of Law**

### **Section 23(b)(2)(i)**

22. Section 23(b)(2)(i) prohibits a municipal employee from knowingly, or with reason to know, soliciting or receiving anything of substantial value<sup>1</sup> which is not otherwise authorized by statute or regulation, for or because of his official position.

23. As a Charlton police sergeant, Madelle is a municipal employee as defined by G.L. c. 268A, § 1(g).

24. Madelle solicited and received the location of the Person's cell phone via a "ping" and information as to whether other officers had recently "run" the Person's

license plate.

25. Madelle was provided with the results of the "ping" by the Charlton police dispatcher and the information as to whether other law enforcement officers had "run" the license plate by the Charlton patrol officer for or because of Madelle's position as a Charlton police sergeant.

26. When Madelle solicited and received the results of the cell phone ping and the information as to whether other officers had "run" the license plate, he knew or had reason to know he was being given this information for or because of his position as a Charlton police sergeant. The use of investigatory tools available only to law enforcement for official purposes and the information which Madelle solicited and received from the police dispatcher and the patrol officer were of substantial value.

27. Madelle's solicitation and receipt of the location of the Person's cell phone via a "ping" and information as to whether other officers had recently "run" the Person's license plate for his private purposes were not otherwise authorized by statute or regulation.

28. Therefore, by, for his private purposes, requesting that subordinate Police Department employees use police investigatory tools, including a cell phone "ping" and "running" a license plate, that are only available to the police for official police purposes, and by receiving from them the results of their use of those police tools, Madelle knowingly solicited and received something of substantial value which was not otherwise authorized by statute or regulation, for or because of his official position. In so doing, Madelle violated § 23(b)(2)(i).

#### **Section 23(b)(2)(ii)**

29. Section 23(b)(2)(ii) of G.L. c. 268A prohibits a municipal employee from knowingly, or with reason to know, using or attempting to use his official position to secure for himself or others unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals.

30. Madelle knowingly or with reason to know used his position as a Charlton police sergeant to request that subordinate Police Department employees use law enforcement investigatory tools for his personal purposes.

31. The use of investigatory tools available only to law enforcement and the information which Madelle solicited and received from the police dispatcher and the patrol officer were privileges of substantial value.

32. Madelle's use through his Police Department subordinates of law enforcement investigatory tools, including a cell phone ping and "running" a license plate, was unwarranted because use of those tools for any personal or private purpose is not authorized and, thus, not properly available to any other similarly situated individual seeking for personal purposes to locate a person with whom they have a private relationship.

33. Therefore, by requesting that subordinate Police Department employees use police search tools, including a cell phone "ping" and "running" a license plate, for his personal purposes, and in the absence of objectively exigent circumstances, Madelle knowingly or with reason to know used his official position as a Charlton police sergeant to secure for himself unwarranted privileges of substantial value that were not properly available to similarly situated individuals. In so doing, Madelle violated § 23(b)(2)(ii).

#### **Disposition**

In view of the foregoing violations of G.L. c. 268A by Madelle, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the following terms and conditions agreed to by Madelle:

- (1) that Madelle pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$10,000 as a civil penalty for violating G.L. c. 268A, §§ 23(b)(2)(i) and 23(b)(2)(ii); and
- (2) that Madelle waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law and terms and conditions contained in this Agreement.

**DATE ISSUED:** March 29, 2023

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<sup>1</sup> Substantial value is \$50 or more. 930 CMR 5.05.

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**COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION**

SUFFOLK, ss.

COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0008

IN THE MATTER OF  
WILLIAM FAHEY

DISPOSITION AGREEMENT

The State Ethics Commission ("Commission") and William Fahey ("Fahey") enter into this Disposition Agreement pursuant to Section 3 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On March 17, 2022, the Commission initiated, pursuant to G.L. c. 268B, § 4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A. On October 20, 2022, the Commission voted to amend the preliminary inquiry. On January 26, 2023, the Commission concluded its inquiry and found reasonable cause to believe that Fahey violated G.L. c. 268A, §§ 17(a), 19, 23(6)(2)(i), and 23(6)(2)(ii).

The Commission and Fahey now agree to the following findings of fact and conclusions of law:

**Findings of Fact**

1. Fahey was the Director of Andover Youth Services (AYS) from 1994 until his termination in May 2021. At all relevant times, AYS was a division of the Town of Andover. In 2016, AYS became part of the town's Community Services Department.
2. As Director of AYS, Fahey was a full-time, salaried municipal employee of the Town of Andover.
3. Fahey's duties as Director of AYS, as described in his official job description, included frequent evening and weekend work.
4. The Andover Youth Foundation (AYF) is a private, non-profit organization based in Andover. Certain Andover residents formed AYF in 2000 to fund programming and a youth center for AYS.
5. The Hurston Family Foundation, Inc. (HFF) is a private, non-profit organization based in Andover.
6. In or around May 2016, Fahey and Glenn Wilson ("Wilson"), the Assistant Director of AYS, met with the President of HFF.
7. At that meeting, the President of HFF proposed that HFF

would provide funding to support AYS building maintenance, programming, and staff.

8. Subsequently, HFF, AYF, Fahey, and Wilson agreed that HFF would remit such funding to AYF, which would in turn disburse funds for AYS building maintenance, programming, and staff.

9. HFF made its first such donation in May 2016 and earmarked \$3,000 of the \$10,000 donation for "six individuals" "in \$500 increments," specifying Fahey, Wilson, and four other AYS staff members.

10. Thereafter, beginning in the fall of 2016 and continuing through the end of 2020, in nine additional donations to AYF, HFF paid money designated for AYS staff, including Fahey, which the parties referred to, in funding letters and otherwise, as "merit pay" or "merit-based compensation" (the "Private Compensation").

11. From November 2016 through September 2020, for each of these nine subsequent HFF donations, at the request of HFF, Fahey, in his capacity as Director of AYS, signed a letter to the President of HFF on AYS letterhead, which described how AYS would use and allocate each donation (the "Funding Letters").

12. Fahey used his andoverma.gov email account to submit Funding Letters to HFF.

13. Each Funding Letter stated that the whole HFF donation was subject to the condition that "Bill Fahey, Executive Director, remains as such."

14. Each Funding Letter explained that AYS would use part of each HFF donation to provide "merit-based compensation" to "recognize the exceptional commitment to the young people by our full time... team."

15. Each Funding Letter provided a schedule of AYS staff who would receive Private Compensation from each HFF donation, listing the amount of Private Compensation for each employee and each employee's AYS job title (the "Merit Pay Schedule").

16. Fahey supplied the names and job titles of AYS staff for each Merit Pay Schedule.

17. Each Merit Pay Schedule listed Fahey in his capacity as Director.

18. With each Funding Letter that he signed, Fahey could see and understand that he would receive Private Compensation in connection with his job as Director of AYS.

19. Between 2016 and 2021, Fahey distributed checks,

provided by and drawn on an account of AYF, to disburse ten rounds of Private Compensation to AYS staff.

20. Between 2016 and 2021, Fahey completed the payee and amount fields of at least 30 AYF checks provided to him by the President or Treasurer of AYF for various expenses, including for disbursing the Private Compensation.

21. Between 2016 and 2021, Fahey personally received ten payments of Private Compensation, totaling \$16,500.

## **Conclusions of Law**

### **Section 17(a)**

22. Section 17(a) of G.L. c. 268A prohibits a municipal employee from, otherwise than as provided by law for the proper discharge of official duties, directly or indirectly receiving compensation from anyone other than the municipality in relation to a particular matter in which the municipality is a party or has a direct and substantial interest.

23. As Director of AYS, Fahey was a municipal employee pursuant to G.L. c. 268A, § 1(g).

24. Fahey's contract of employment with the Town of Andover was a particular matter to which the town was a party and in which it had a direct and substantial interest.

25. From 2016 to 2021, Fahey received from HFF through AYF, ten payments of Private Compensation in relation to his employment as Director of AYS, totaling \$16,500.

26. Fahey's receipt of this Private Compensation was not as provided by law for the proper discharge of his official duties as Director of AYS.

27. By receiving Private Compensation in relation to his employment as Director of AYS from HFF through AYF, Fahey received compensation from someone other than the Town of Andover in relation to a particular matter to which the town was a party and in which it had a direct and substantial interest. In so doing, Fahey repeatedly violated G.L. c. 268A, § 17(a).

### **Section 19**

28. Section 19 prohibits a municipal employee from participating as such an employee in a particular matter in which, to his knowledge, he has a financial interest.

29. Each decision to designate HFF funds as "merit-based compensation" in connection with AYS work was a particular matter.

30. Fahey, as Director of AYS, participated in each decision to designate HFF funds as "merit-based compensation" by signing each Funding Letter, providing the names and job titles of AYS staff for each Merit Pay Schedule, and accepting and allocating the payments, sometimes by completing the payee and amount fields on their checks himself.

31. Fahey knew he had a financial interest in each decision to designate HFF funds as "merit-based compensation" because he supplied his own name and AYS job title on each Merit Pay Schedule.

32. Accordingly, Fahey repeatedly violated G.L. c. 268A, § 19 through his actions in connection with each decision to designate HFF funds as "merit-based compensation" in connection with AYS work.

### **Section 23(b)(2)(i)**

33. Section 23(b)(2)(i) of G.L. c. 268A prohibits a municipal employee from knowingly, or with reason to know, receiving anything of substantial value for such employee, which is not otherwise authorized by statute or regulation, for or because of the employee's official position.

34. Fahey, while a municipal employee, received, from HFF through AYF, ten Private Compensation payments which were, in each instance, worth \$50 or more and therefore of substantial value.

35. Fahey knew, or had reason to know, that the Private Compensation payments were for or because of his official position as Director of AYS, as the Funding Letters stated that the "merit-based compensation" was for AYS staff and listed Fahey, together with his AYS job title, on the Merit Pay Schedule.

36. Each of the Private Compensation payments Fahey received was not authorized by statute or regulation.

37. Therefore, by knowingly, or with reason to know, receiving the Private Compensation payments for or because of his official position, Fahey repeatedly violated G.L. c. 268A, § 23(b)(2)(i).

### **Section 23(b)(2)(ii)**

38. Section 23(b)(2)(ii) of G.L. c. 268A prohibits a municipal employee from knowingly, or with reason to know, using or attempting to use his official position to secure for himself or others unwarranted privileges or exemptions, which are of substantial value, and which are not properly available to similarly situated individuals.

39. Fahey, in his capacity as Director of AYS, signed nine Funding Letters designating HFF funding as "merit-based compensation" for AYS staff. Fahey distributed this Private Compensation to AYS staff, sometimes filling in the payee and amount fields on their AYF checks himself.

40. Each receipt of Private Compensation by AYS staff was a privilege of substantial value and was unwarranted because the payments related to their work for a municipal department and were unapproved by the town.

41. Fahey knew, or had reason to know, that he was using his official position to secure each unwarranted privilege because he signed the Funding Letters in his capacity as Director of AYS, supplied the names and job titles of AYS staff for the Merit Pay Schedules, and disbursed the Private Compensation payments, including through AYF checks he sometimes completed himself.

42. Each unwarranted privilege was not properly available to AYS staff and was not available to other Community Services Department staff or other similarly situated individuals.

43. Therefore, by, as Director of AYS, signing the Funding Letters, supplying the names and job titles of AYS staff for the Merit Pay Schedules, and disbursing the Private Compensation payments, Fahey knowingly, or with reason to know, used his official position to secure for himself and others unwarranted privileges of substantial value that were not properly available to similarly situated individuals. In so doing, Fahey repeatedly violated G.L. c. 268A, § 23(b)(2)(ii).

### **Disposition**

In view of the foregoing violations of G.L. c. 268A by Fahey, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Fahey:

- (1) that Fahey pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$20,000 as a civil penalty for violating G.L. c. 268A, §§ 17, 19, 23(b)(2)(i), and 23(b)(2)(ii); and
- (2) that Fahey waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law, and terms and conditions

contained in this Agreement.

**DATE ISSUED:** June 26, 2023

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**COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION**

**SUFFOLK, ss.**

**COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0009**

**IN THE MATTER OF  
RICCARDO ARROYO**

### **DISPOSITION AGREEMENT**

The State Ethics Commission ("Commission") and Ricardo Arroyo ("Arroyo") enter into this Disposition Agreement pursuant to Section 3 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On October 20, 2022, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict of interest law, G.L. c. 268A, by Arroyo. On March 23, 2023, the Commission concluded its inquiry and found reasonable cause to believe that Arroyo violated G.L. c. 268A, § 17(c).

The Commission and Arroyo now agree to the following findings of fact and conclusions of law:

### **Findings of Fact**

1. Arroyo was elected to the Boston City Council in November 2019, and sworn into office on January 6, 2020. He was re-elected to the position in November 2021.
2. Prior to becoming a City Councilor, Arroyo entered his appearance as an attorney on behalf of his brother, Felix Arroyo, in a civil action brought against his brother and the City of Boston in Suffolk Superior Court ("the Lawsuit").
3. The Lawsuit has attracted media attention since it was filed.
4. Arroyo was not paid for his appearance or for any work related to the Lawsuit.
5. Arroyo did not serve as the lead attorney for his brother in the Lawsuit but conducted and participated in several

depositions.

6. At least three of the depositions Arroyo conducted occurred after he was sworn into office as a Boston City Councilor. One of the depositions Arroyo conducted while serving as City Councilor was of a City of Boston employee and another was of a City contractor.

7. The Commission's Enforcement Division contacted Arroyo on August 18, 2022, and again on August 23, 2022, regarding his representation of his brother in the Lawsuit and the concerns that representation raised under the conflict of interest law.

8. On October 24, 2022, Arroyo asked the lead attorney in the Lawsuit to file a motion to withdraw on his behalf. The motion to withdraw from the Lawsuit was not filed until November 18, 2022.

9. Arroyo's withdrawal motion was allowed by the court on February 16, 2023, after which his name was removed from the Lawsuit record.

### Conclusions of Law

#### Section 17(c)

10. Section 17(c) of General Laws chapter 268A prohibits a municipal employee from, otherwise than in the proper discharge of his official duties, acting as an agent or attorney for anyone other than the municipality in connection with any particular matter in which the municipality is a party or has a direct and substantial interest.

11. As a Boston City Councilor, Arroyo was, at all relevant times, a City of Boston municipal employee as defined in G.L. c. 268A, § 1 (g).

12. The Lawsuit was a particular matter in which the City of Boston was a party and had a direct and substantial interest.

13. Notwithstanding his swearing in as a City Councilor in January 2020, Arroyo continued to act as an attorney for his brother in the Lawsuit until November 2022, when he withdrew from the case.

14. Therefore, by, while serving as a Boston City Councilor, acting as an attorney for his brother in the Lawsuit, a particular matter in which the City of Boston was a party and had a direct and substantial interest, Arroyo violated § 17(c).

### Disposition

In view of the foregoing violations of G.L. c. 268A by Arroyo, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the following terms and conditions agreed to by Arroyo:

- (1) that Arroyo pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$3,000 as a civil penalty for violating G.L. c. 268A, § 17(c); and
- (2) that Arroyo waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law and terms and conditions contained in this Agreement.

**DATE ISSUED:** June 27, 2003

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### COMMONWEALTH OF MASSACHUSETTS STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0006

#### IN THE MATTER OF DAVID A. ROSE

Parties: Candies Pruitt, Esq.  
Counsel for Petitioner

Commissioners: Josefina Martinez  
Wilbur P. Edwards, Jr.  
Thomas A. Connors

Presiding Officer: Commissioner Josefina Martinez

#### Decision and Order

On May 4, 2023, Petitioner filed an Order to Show Cause alleging that David A. Rose, a former Area Director of Massachusetts Rehabilitation Commission Cape & Islands/Plymouth, violated G.L. c. 268B, § 5 by failing to file a Statement of Financial Interest for calendar year 2021. On May 23, 2023, Petitioner filed a Motion to Dismiss ("Motion") requesting that the Commission dismiss the above-captioned adjudicatory proceeding due to the death of Respondent David A. Rose. The Presiding Officer, Josefina Martinez, referred the Motion to the full

Commission for deliberations on June 22, 2023.

The Commission hereby **ALLOWS** the Motion and **DISMISSES** the above-captioned matter.

**DATE AUTHORIZED:** June 22, 2023

**DATE ISSUED:** June 29, 2023

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**COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION**

**SUFFOLK, ss.**

**COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0011**

**IN THE MATTER OF  
KAREN COLON HAYES**

**DISPOSITION AGREEMENT**

The State Ethics Commission ("Commission") and Karen Colon Hayes ("Colon Hayes") enter into this Disposition Agreement pursuant to Section 3 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On July 26, 2022, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict of interest law, G.L. c. 268A. On April 18, 2023, the Commission concluded its inquiry and found reasonable cause to believe Colon Hayes violated G.L. c. 268A, §§ 19 and 23.

The Commission and Colon Hayes now agree to the following findings of fact and conclusions of law:

**Findings of Fact**

1. Colon Hayes was at all relevant times the City of Malden ("Malden") Human Services and Outreach Director. The Mayor of Malden appointed Colon Hayes to the position in 2017.
2. Colon Hayes' duties as Human Services and Outreach Director included operation of the Mayor's Summer Youth and Employment Program (the "MSYEP"), as the MSYEP Coordinator.
3. The MSYEP helps youths ages 14-24 develop employment skills. In 2018, MSYEP youth in "Peer"

positions earned a minimum wage of \$11 per hour and worked in jobs involving human services, maintenance and landscaping, or as assistants at the Malden Senior Center, Malden Parking Department or Malden High School. MSYEP youth in "Staff" positions earned up to \$20 per hour and worked as teachers, teachers' assistants and job coaches. Youth in Staff positions also assisted with the administration of the MSYEP.

***Hiring Daughter A and Approving Pay Increase***

4. As the MSYEP Coordinator, Colon Hayes was responsible for overall program management including hirings, pay increases, job assignments, and signing timesheets.

5. Daughter A<sup>1</sup> is Colon Hayes' daughter. In March 2018 Colon Hayes hired Daughter A to a MSYEP Peer position at the Malden Senior Center. Daughter A began working in March 2018. Colon Hayes supervised Daughter A's work, including signing her timesheets on four occasions so she would be paid.

6. In or about April 3, 2018, the Mayor's Chief of Staff informed Colon Hayes that she could not supervise Daughter A.

7. After April 3, 2018, Colon Hayes continued to supervise Daughter A by signing her timesheets on at least three occasions so that she would be paid.

8. In July 2018, Colon Hayes approved Daughter A for a pay increase from \$11 to \$15 per hour. Daughter A completed work for the 2018 MSYEP during the week of August 18, 2018.

9. Daughter A was the highest paid MSYEP youth worker in 2018, earning \$2,693.50.

***Rehiring Daughter A***

10. In February 2019, Colon Hayes rehired Daughter A at \$15 per hour to work as MSYEP Staff to update the MSYEP database and to prepare for advertising MSYEP Peer positions. Daughter A continued working until the initiation of the summer program, when Colon Hayes assigned her to a MSYEP Staff position as a lead teacher/job coach.

11. In June 2019, Colon Hayes approved a pay increase for Daughter A from \$15 to \$20 per hour. Daughter A completed work for the 2019 MSYEP during the week of August 17, 2019.

12. Daughter A was the highest paid MSYEP youth worker in 2019, earning \$6,230.

### ***Hiring Daughter A's Boyfriend***

13. By email on January 14, 2019, Colon Hayes offered Daughter A's boyfriend ("A's Boyfriend") a Payroll Assistant position. The email read,

Thank you for your interest in the Mayor's Summer Youth Employment Program! I know we unofficially spoke through [Daughter A] ... so I wanted to reach out to you to officially offer you the position of Payroll Assistant. See below for the description and I would like to set up an interview with you in the near future . . .

14. Colon Hayes hired A's Boyfriend as MSYEP Staff in a Payroll Assistant position in July 2019.

### ***Hiring Daughter B<sup>2</sup>***

15. Daughter B is Colon Hayes' daughter. Daughter B was hired in June 2019 as a MSYEP Peer working in the High School and completed work for the 2019 MSYEP during the week of August 17, 2019.

16. Colon Hayes signed Daughter B's timesheets on two occasions in 2019 so that she would be paid.

### **Conclusions of Law**

#### **Section 19**

17. Except as otherwise permitted by the section,<sup>3</sup> § 19 of G.L. c. 268A prohibits a municipal employee from participating as such an employee in a particular matter in which, to her knowledge, she or her immediate family member has a financial interest.

18. As Human Services and Outreach Coordinator/MSYEP Coordinator, Colon Hayes was, at all relevant times, a municipal employee as defined in G.L. c. 268A, § 1(g).

19. Daughters A and B are members of Colon Hayes' immediate family as defined by G.L. c. 268A, § 1(e).

20. The decisions to hire Daughter A to the MSYEP, assign her to a MSYEP position and increase her pay were particular matters. In addition, each supervisory decision concerning Daughter A and Daughter B, including to sign their timesheets, was a particular matter. Colon Hayes participated in each of these particular matters as a municipal employee by making these decisions as Human Services and Outreach Coordinator/MSYEP Coordinator.

21. When Colon Hayes, as Human Services and Outreach Coordinator/MSYEP Coordinator, made the decisions concerning Daughter A's hiring, pay increases, Staff position

approval, and supervision, including signing Daughter A's timesheets, she knew that Daughter A had a financial interest in those particular matters.

22. Each time Colon Hayes, as Human Services and Outreach Coordinator/MSYEP Coordinator, made the decision to sign Daughter B's timesheets, Colon Hayes knew Daughter B had a financial interest in that particular matter.

23. Therefore, by, as Human Services and Outreach Director/MSYEP Coordinator, participating in the hiring, pay increases, Staff position approval and supervision of Daughter A and in the supervision of Daughter B, Colon Hayes repeatedly violated § 19.

#### **Section 23(b)(3)**

24. Section 23(b)(3) prohibits a municipal employe from acting in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy her favor in the performance of her official duties, or that she is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person.

25. By, as Human Services and Outreach Coordinator/MSYEP Coordinator, offering A's Boyfriend a MSYEP Staff Assistant Payroll position based solely on his communications with Daughter A, Colon Hayes knowingly or with reason to know, acted in a manner which would cause a reasonable person, having knowledge of all the relevant circumstances, to conclude that Daughter A and A's Boyfriend could unduly enjoy Colon Hayes' favor in the performance of her official duties. In so doing, Colon Hayes violated § 23(b)(3).

In view of the foregoing violations of G.L. c. 268A by Colon Hayes, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Colon Hayes:

- (1) that Colon Hayes pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$7,500 as a civil penalty for violating G.L. c. 268A, §§ 19 and 23(b)(3); and
- (2) that Colon Hayes waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law and terms and conditions contained in this Agreement.

**DATE ISSUED:** July 20, 2023

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<sup>1</sup> A pseudonym.

<sup>2</sup> A pseudonym.

<sup>3</sup> None of the exceptions applies.

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**COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION**

**SUFFOLK, ss.**

**COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0012**

**IN THE MATTER OF  
TANIA FERNANDES ANDERSON**

**DISPOSITION AGREEMENT**

The State Ethics Commission ("Commission") and Tania Fernandes Anderson ("Fernandes Anderson") enter into this Disposition Agreement pursuant to Section 3 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On November 17, 2022, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict of interest law, G.L. c. 268A, by Fernandes Anderson. On March 1, 2023, the Commission concluded its inquiry and found reasonable cause to believe that Fernandes Anderson violated G.L. c. 268A, § 19.

The Commission and Fernandes Anderson now agree to the following findings of fact and conclusions of law:

**Findings of Fact**

1. Fernandes Anderson was elected to the Boston City Council on November 2, 2021, and sworn into office on January 3, 2022.
2. Soon after her election, Fernandes Anderson appointed her sister as her full-time Director of Constituent Services.
3. Fernandes Anderson completed the State Ethics Commission's online conflict of interest training on December 30, 2021.
4. The full Boston City Council, including Fernandes

Anderson, approved her sister's appointment as Fernandes Anderson's Director of Constituent Services on January 3, 2022.

5. Fernandes Anderson set her sister's initial annual salary in her Director of Constituent Services position at \$65,000.

6. On June 28, 2022, Fernandes Anderson increased her sister's annual salary to \$70,000.

7. On June 29, 2022, Fernandes Anderson awarded her sister and her other full-time staff member each a \$7,000 bonus. She awarded her part-time staff member a \$3,000 bonus.

8. Also on June 28, 2022, Fernandes Anderson appointed her son as her full-time office manager, at an annual salary of \$52,000.

9. The full Boston City Council, including Fernandes Anderson, approved her son's appointment on July 15, 2022.

10. On July 26, 2022, Fernandes Anderson increased her son's annual salary to \$70,000.

11. Fernandes Anderson terminated the paid City of Boston employment of her sister and her son on August 31, 2022.

**Conclusions of Law**

**Section 19**

12. Section 19 of General Laws chapter 268A prohibits a municipal employee from participating as such an employee in a particular matter in which, to their knowledge, they or an immediate family member has a financial interest.

13. As a Boston City Councilor, Fernandes Anderson was, at all relevant times, a municipal employee as defined in G.L. c. 268A, § 1(g).

14. Fernandes Anderson's sister and son are each members of her immediate family, as defined by G.L. c. 268A, § 1(e).

15. Fernandes Anderson's decisions to hire her sister and her son to paid Boston City Council positions, to award her sister a bonus, and to increase the annual salaries of her sister and her son, were each particular matters in which her immediate family members had a financial interest.



used boat that Karberg had purchased from Nantucket Marine in July 2019.

6. At all relevant times, Karberg received the "local boater" discount on parts and services at Nantucket Marine. Nantucket Marine provided a similar discount to other year-round residents of the Island. From December 2019 through March 2022, Nantucket Marine invoiced Karberg for parts, repairs, and services to his boat, totaling approximately \$40,000. The amount invoiced reflected total savings by Karberg of almost \$8,000 due to the discount he received as a local boater.

7. At the request of the then-Airport-manager, Karberg took the lead in drafting the technical language for the Parcel lease request for proposals ("RFP"), including, but not limited to, recommending the minimum price per square foot for any qualifying proposal. Nantucket's chief procurement officer designated Karberg as the sole bid reviewer for the Parcel RFP.

8. Karberg disclosed neither his relationship with Nantucket Marine or its owners, nor the \$8,000 in local boater discounts he had received from them, prior to accepting either the drafting lead or the sole reviewer role for the Parcel RFP.

9. From at least August 2019 through December 2022, Karberg emailed or texted Chumak periodically about repairs and other services that Nantucket Marine performed on his boat.

10. Beginning in August 2019, Karberg periodically emailed or texted Chumak with updates and advice as the potential lease of the Parcel progressed through regulatory and permitting processes, and later the RFP process, occasionally serving as Nantucket Marine's liaison to Airport staff.

11. In November 2021, while working to secure approval for the lease of the Parcel, Karberg recommended to the Airport manager using an income-based methodology to set the minimum price. The Airport manager accepted Karberg's recommendation and directed him to use that methodology. Applying that methodology, Karberg rejected as too high two professional appraisals received by the Airport, but used those appraisals as a starting point to set the range for, and then specify, the minimum qualifying bid.

12. In applying that income-based methodology, however, Karberg made a mathematical error in his calculation, leading him to recommend a minimum qualifying bid of \$0.84 per square foot, a figure that was significantly lower than the value that the methodology would have produced without the error. This error came to light during the preliminary inquiry conducted by the State Ethics Commission.

13. Karberg showed his steps in performing the calculation, including the step with the error identified by the State Ethics Commission, to the then-Airport-manager, the Airport's office manager, and a compliance and land use specialist at the Federal Aviation Administration, charged with approving the Parcel for non-aeronautical use. None of these persons identified the mistake and the Airport manager accepted Karberg's recommended minimum qualifying bid.

14. As a result, the Airport published the RFP with a minimum bid of \$0.84 per square foot for the Parcel.

15. In August 2022, Nantucket Marine was the sole bidder in response to the RFP.

16. Karberg, as sole reviewer, awarded the Parcel RFP to Nantucket Marine at a rate of \$0.85 per square foot on August 17, 2022.

17. On September 7, 2022, Sullivan signed a 30-year lease for the Parcel on behalf of Nantucket Marine, commencing October 1, 2022. Article Three of the Lease provides that the Base Rent shall be increased on each five-year anniversary, including by adjustments to fair market value "by [] a qualified independent real estate appraiser."

18. Following the preliminary inquiry, Karberg reviewed the error found by the State Ethics Commission and, in so doing, uncovered other mistakes and miscalculations which partially offset the impact of the original error on the minimum price per square foot. Correcting for just the error uncovered by the State Ethics Commission, the income-based methodology Karberg used would have produced a minimum bid of \$1.77 per square foot for the Parcel. Correcting for all errors, Karberg believes that the methodology would have resulted in a range of \$0.72 to \$1.40 per square foot and that he would have recommended \$1.03 per square foot for the minimum bid. Had a qualified bidder agreed to pay \$1.03 per square foot for the Parcel, the Airport would have received an additional \$39,200 in the first five years of the Lease.

19. Karberg's counsel reported the errors in his methodology, and the resulting impacts on the Lease valuation for the Parcel, to the Airport Commission's counsel.

## **Conclusions of Law**

### **Section 23(b)(3)**

20. Section 23(b)(3) prohibits a municipal employee from, knowingly or with reason to know, acting in a manner which would cause a reasonable person, knowing all of the relevant circumstances, to conclude that anyone can improperly influence or unduly enjoy the employee's

favor in the performance of his official duties or that the employee is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person. The section further provides that it shall be unreasonable to so conclude if the employee has disclosed in writing to his appointing authority the facts which would otherwise lead to such a conclusion.

21. As assistant manager of the Airport, Karberg was a municipal employee as defined in the conflict of interest law and, as such, subject to § 23(b)(3).

22. Karberg's appointing authority as assistant manager of the Airport was the Airport manager.

23. As set forth above, that Karberg was a regular customer of Nantucket Marine, was friendly with its owners, and, from December 2019 through March 2022, received from them a boater's discount of almost \$8,000 on parts for and work on his boat, are all relevant circumstances relating to his participation in the Parcel RFP process.

24. As a public employee required to know his obligations under the conflict of interest law, Karberg should have known to disclose the facts of his private relationship with Nantucket Marine and its owners prior to engaging in official Airport business with respect to the lease of the Parcel in which they had a foreseeable interest. Given all of the relevant facts, a reasonable person would conclude that Nantucket Marine and its owners could improperly influence or unduly enjoy Karberg's favor in his performance of his official duties as Airport assistant manager, including in the Parcel RFP process, or find that Karberg likely acted, or failed to act in his official capacity, because of his relationship with Nantucket Marine and its owners.

25. Karberg did not make a disclosure of the relevant facts to his Airport appointing authority prior to acting on the Parcel RFP. Had Karberg disclosed the relevant details of his private relationship with Nantucket Marine and the company's owners, to his appointing authority, the Airport manager, the Airport manager could have assigned the Parcel RFP to an employee who did not have a conflict of interest, potentially avoiding the costly error Karberg made in calculating the price for the Parcel.

26. Therefore, by, as described above, knowingly or with reason to know, acting in a manner which would cause a reasonable person, knowing all of the relevant circumstances, to conclude that Nantucket Marine and/or its owners could improperly influence or unduly enjoy Karberg's favor in the performance of his official duties as Airport assistant manager or that Karberg was likely to act or fail to act as a result of undue influence of Nantucket Marine and/or its owners, Karberg violated Section 23(b)(3).

## Disposition

In view of the foregoing violation of G.L. c. 268A by Karberg, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the following terms and conditions agreed to by Karberg:

- (1) that Karberg pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$4,000 as a civil penalty for violating G.L. c. 268A, § 23(b)(3); and
- (2) that Karberg waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law and terms and conditions contained in this Agreement.

**DATE ISSUED:** July 26, 2023

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### COMMONWEALTH OF MASSACHUSETTS STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0007

#### IN THE MATTER OF BARBARA DAVIS-HASSAN

Parties: Candies Pruitt, Esq.  
Counsel for Petitioner

Stephen J. Orlando, Esq.  
Counsel for the Respondent

Commissioners: Margot Botsford, Ch.  
Josefina Martinez  
Wilbur P. Edwards, Jr.  
Thomas A. Connors

Presiding Officer: Commissioner Thomas A. Connors

#### Final Order

On August 11, 2023, the parties filed a Joint Motion to Dismiss ("Joint Motion") with a proposed Disposition Agreement requesting that the Commission approve the

Disposition Agreement in settlement of this matter and dismiss the adjudicatory proceeding. The Presiding Officer, Thomas A. Connors referred the Joint Motion, with the Disposition Agreement, to the full Commission for deliberations on September 21, 2023.

In the proposed Disposition Agreement, Respondent Barbara Davis-Hassan, Town of Lanesborough ("Town") Planning Board (PB) member and Economic Development Committee (EDC) Chair admits that she violated G.L. c. 268A, §§ 17(c) and 19.

### Section 17(c)

Davis-Hassan admits that she violated G.L. c. 268A, § 17(c) by acting as an agent for Durga Property Holdings, Inc. ("Durga") in connection with its Baker Hill Road District ("BHRD") taxes, the proposed dissolution of the BHRD, Durga's application for an abatement of its property taxes, and a water and sewer infrastructure grant for the Berkshire Mall ("Mall").<sup>1</sup> Davis-Hassan acted as an agent for Durga in connection with these particular matters that were of a direct and substantial interest to the Town by: (1) repeatedly appearing at BHRD meetings on behalf of Durga regarding its BHRD Mall-related taxes; (2) submitting to the Town Manager a proposed resolution regarding the dissolution of the BHRD, appearing on behalf of Durga at BHRD meetings where she discussed the proposed dissolution of the BHRD, and by speaking, on Durga's behalf, with a Legislator about the proposed dissolution of the BHRD; (3) filing an abatement application on Durga's behalf and representing Durga in connection with an abatement application at a Board of Assessor meeting; and (4) by contacting the Select Board and others, as Durga's representative, about a water and sewer infrastructure grant the Town was seeking for the Mall.

### Section 19

Davis-Hassan also admits that she violated G.L. c. 268A, § 19 by participating as a PB member: (1) in a proposal to rezone the Mall while having an exclusive marketing agreement with Durga to lease space in, or to sell the Mall and (2) in a proposal to rezone property located at 20 Williamstown Road ("WR Property").<sup>2</sup>

As a member of the PB, Davis-Hassan participated in the PB's discussion and vote on whether to rezone the Mall when she had an exclusive marketing agreement with Durga to lease space in, or to sell the Mall. Davis-Hassan had a financial interest in the PB's decision to rezone the Mall because it was reasonably foreseeable that the zoning

change would affect the sale of the Mall and Davis-Hassan's commission on the sale.

As a member of the PB Davis-Hassan participated in the PB's decision to rezone the WR Property when she was also serving as the listing agent for the sale of the property. Davis-Hassan had a financial interest in the PB's decision to rezone the WR Property because it was reasonably foreseeable that the zoning change would affect the sale of the property and Davis-Hassan's commission on the sale.

The Respondent agrees to pay a civil penalty of \$30,000 and to waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in the Disposition Agreement in this and any other administrative or judicial proceeding to which the Commission is or may be a party.

In support of the Joint Motion, the parties assert that this matter would be fairly and equitably resolved by the terms set forth in the Disposition Agreement and that this resolution would obviate the need for a hearing on any factual issues, saving time and resources for all involved. The parties assert that the interests of justice, the parties and the Commission will be served by the Disposition Agreement.

**WHEREFORE**, the Commission hereby **ALLOWS** the Motion. Respondent's tendered payment of the \$30,000 civil penalty for violating G.L. c. 268A, §§ 17(c) and 19 is accepted. Commission Adjudicatory Docket No. 23-0007, *In the Matter of Barbara Davis-Hassan* is **DISMISSED**.

**DATE AUTHORIZED:** September 21, 2023

**DATE ISSUED:** September 26, 2023

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<sup>1</sup> G.L. c. 268A, § 17(c), prohibits a municipal employee from, otherwise than in the proper discharge of her official duties, acting as agent for anyone other than the municipality in connection with a particular matter in which the municipality is a party or has a direct and substantial interest.

<sup>2</sup> G.L. c. 268A, § 19 prohibits a municipal employee from participating in a particular matter in which, to her knowledge, she has a financial interest.

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**COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION**

SUFFOLK, ss.

COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0007

IN THE MATTER OF  
BARBARA DAVIS-HASSAN

DISPOSITION AGREEMENT

The State Ethics Commission ("Commission") and Barbara Davis-Hassan ("Davis-Hassan") enter into this Disposition Agreement pursuant to Section 3 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On July 29, 2021, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict of interest law, G.L. c. 268A, by Davis-Hassan. On December 15, 2022, the Commission concluded its inquiry and found reasonable cause to believe that Davis-Hassan violated G.L. c. 268A, §§ 17 and 19.

The Commission and Davis-Hassan now agree to the following findings of fact and conclusions of law:

**Findings of Fact**

1. Davis-Hassan was at all relevant times Chair of the Town of Lanesborough ("Lanesborough") Economic Development Committee ("EDC") and a member of the Lanesborough Planning Board ("Planning Board").

2. The EDC is charged with coordinating economic development proposals and advising the Lanesborough Select Board on available grants and on the progress of business projects, among other duties.

3. The Planning Board is charged with holding public hearings and making recommendations on proposed zoning amendments.

4. In her private capacity, Davis-Hassan owns and operates Barb Hassan Realty, Inc., a real estate brokerage company representing clients in residential and commercial real estate leasing and sales in Berkshire County.

***Representing Durga Property Holdings, Inc.***

5. The Berkshire Mall (the "Mall") is located in Lanesborough.

6. The Baker Hill Road District (the "BHRD") was created by an act of the Massachusetts Legislature (the

"Legislature") in 1989, in response to a home-rule petition by Lanesborough, in part, to maintain the road referenced in the Act, subsequently named Route 7/Route 8 Connector Road.

7. The BHRD assesses and collects taxes on properties within the district, in part for road maintenance and municipal services, including Lanesborough municipal police and fire services. The BHRD taxes are in addition to the Lanesborough property taxes assessed by the Lanesborough Board of Assessors.

8. In July 2019, Durga Property Holdings, Inc. ("Durga"), an Ohio corporation, purchased the Mall. Durga subsequently owed tax payments to the BHRD.

9. On November 13, 2019, and January 8, 2020, Davis-Hassan appeared before the BHRD on behalf of Durga in connection with Durga's Mall-related tax liabilities and, during at least one of these appearances, asked questions intended to show that the BHRD should be dissolved.

10. Davis-Hassan appeared before the Board of Assessors on January 30, 2020, seeking an abatement of Lanesborough property taxes on behalf of Durga. Durga's abatement application, which Davis-Hassan submitted on its behalf, asserted that the Town had overvalued the Mall by approximately \$15 million.

11. On May 13, and September 23, 2020, Davis-Hassan, on behalf of Durga, sent drafts of a proposed resolution to dissolve the BHRD to the Lanesborough Town Manager, along with a request that the Town Manager forward the resolutions to Lanesborough Town Counsel for review and the Select Board for their signatures. The dissolution of the BHRD was sought by Durga in order to reduce its Mall-related BHRD tax liabilities. In September, 2020, Davis-Hassan communicated to the Town Manager Durga's commitment to pay approximately \$300,000 annually to the Town for five years if the BHRD was dissolved.

12. Davis-Hassan, on behalf of Durga, spoke with a member of the Legislature on or about October 16, 2020, about dissolving the BHRD.

13. In a June 21, 2021 email to the Select Board and others, Davis-Hassan, as "the local representative for the owner of the Berkshire Mall, Durga Property Holdings, Inc.," sought information regarding an application Lanesborough had made for a grant to address water and sewer concerns at the Mall.

***Davis-Hassan's Financial Interests in the Lease and/or Sale of the Mall***

14. Davis-Hassan, as Barb Hassan Realty, Inc., entered into an exclusive marketing agreement with Durga on December 26, 2019, to lease space in the Mall, and, if the opportunity presented itself, to quote an asking price of \$10 million to sell the Mall.

15. At Planning Board meetings on January 19, February 16, March 15, and April 20, 2021, Davis-Hassan, as a Planning Board member, discussed and/or voted on a proposal to rezone the Mall to mixed commercial zoning to facilitate "much more vast redevelopment."

16. The Lanesborough Town Meeting voted to approve the proposal to rezone the Mall on June 8, 2021.

17. The Mall sold for \$8 million on July 29, 2022. Davis-Hassan, as Barb Hassan Realty, Inc., received a \$240,000 commission on the sale.

***Davis-Hassan's Financial Interests in Williamstown Road Property***

18. Davis-Hassan, as Barb Hassan Realty, Inc. was the listing agency for a property located on 20 Williamstown Road in Lanesborough at all relevant times.

19. At a February 18, 2020 Planning Board meeting, Davis-Hassan, as a Planning Board member, discussed a proposal by an electric vehicle assembler to allow light manufacturing and mixed commercial use on the Williamstown Road property.

20. The 20 Williamstown Road property sold for \$250,000 on August 27, 2020. Davis-Hassan, as Barb Hassan Realty, Inc., received a \$25,000 commission on the sale.

**Conclusions of Law**

**Section 17(c)**

21. Section 17(c) of G.L. c. 268A prohibits a municipal employee from, otherwise than in the proper discharge of her official duties, acting as agent for anyone other than the municipality in connection with a particular matter in which the municipality is a party or has a direct and substantial interest.

22. As Chair of the EDC and as a Planning Board member, Davis-Hassan is a Lanesborough municipal employee.

23. The BHRD's decision to assess and collect taxes on the Mall was a particular matter in which Lanesborough had a direct and substantial interest because the tax money BHRD collected from the Mall was used, in part, to pay

for Lanesborough police, fire, and other municipal services.

24. The decision whether to dissolve the BHRD was a particular matter in which Lanesborough was a party and had a direct and substantial interest because the BHRD was created in response to a Lanesborough home rule petition, in part, in order to maintain Route 7/Route 8 Connector Road, which is in Lanesborough, and because the Town receives payments from the BHRD for police, fire, and other municipal services.

25. Lanesborough's decisions to assess and collect taxes on the Mall and seek a water and sewer infrastructure grant for the Mall were particular matters in which the Town was a party and had a direct and substantial interest.

26. Davis-Hassan acted as agent for Durga in connection with the BHRD's decision whether to assess and collect taxes on the Mall by repeatedly appearing at BHRD meetings on behalf of Durga regarding the BHRD taxes on the Mall.

27. Davis-Hassan acted as agent for Durga in connection with the BHRD's possible dissolution by appearing at BHRD meetings on behalf of Durga and asking questions intended to show that the BHRD should be dissolved, contacting a member of the Legislature concerning the BHRD's dissolution, and submitting draft resolutions to dissolve the BHRD to the Lanesborough Town Manager.

28. Davis-Hassan acted as agent for Durga in connection with Durga's application to the Board of Assessors for an abatement of Town property taxes on the Mall by filing Durga's abatement application and by participating in the Board of Assessors meeting concerning that application on Durga's behalf.

29. Davis-Hassan acted as Durga's agent in connection with Lanesborough's application for a water and sewer infrastructure grant for the Mall by making inquiries to the Select Board and others concerning that application as Durga's representative.

30. Acting as agent for Durga in these matters was not in the proper discharge of Davis-Hassan's official duties as Chair of the EDC or as a Planning Board member.

31. Each time Davis-Hassan, while serving as Chair of the EDC, acted as agent for Durga in connection with its BHRD taxes, the dissolution of the BHRD, Durga's application for an abatement of its Lanesborough property taxes, and the water and sewer infrastructure grant for the Mall, all particular matters in which Lanesborough had a direct and substantial interest and/or in which the Town was a party, she violated § 17(c).

**Section 19 - The Mall Rezoning**

32. Except as otherwise permitted by the section,<sup>1</sup> § 19 of G.L. c. 268A prohibits a municipal employee from participating as such an employee in a particular matter in which, to her knowledge, she or an immediate family member has a financial interest.

33. The decision whether to rezone the Mall was a particular matter.

34. Davis-Hassan had a financial interest in rezoning the Mall because she had entered into an exclusive marketing agreement with Durga to lease space or to sell the Mall and believed that rezoning would increase the redevelopment potential of the site.

35. Davis-Hassan participated as a Planning Board member and municipal employee in the decision whether to rezone the Mall by discussing and voting on a rezoning proposal.

36. At the time of her participation as a Planning Board member, Davis- Hassan knew that, due to her exclusive marketing agreement with Durga, she had a financial interest in the rezoning of the Mall.

37. By participating as a Planning Board member in a proposal to rezone the Mall, while having an exclusive marketing agreement with Durga to lease space in, or to sell the Mall, Davis-Hassan violated § 19.

**Section 19 - Williamstown Road Rezoning**

38. The decision whether to rezone the 20 Williamstown Road property was a particular matter.

39. Davis-Hassan had a financial interest in rezoning the 20 Williamstown Road property because she was the listing agent for the property.

40. Davis-Hassan participated as a Planning Board member in the decision whether to rezone the 20 Williamstown Road property by discussing a proposal to allow light manufacturing and mixed commercial uses on the property.

41. At the time of her participation, Davis-Hassan knew that, as the listing agent for the property, she had a financial interest in the rezoning of the 20 Williamstown Road property.

42. By participating as a Planning Board member in a proposal to rezone the Williamstown Road property while serving as the listing agent for the property, Davis- Hassan

violated § 19.

**Disposition**

In view of the foregoing violations of G.L. c. 268A by Davis-Hassan, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Davis-Hassan:

- (1) that Davis-Hassan pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$30,000 as a civil penalty for violating G.L. c. 268A, §§ 17(c) and 19; and
- (2) that Davis-Hassan waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law and terms and conditions contained in this Agreement.

<sup>1</sup> None of the exceptions applies.

**COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION**

**SUFFOLK, ss.**

**COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0014**

**IN THE MATTER OF  
KARON HATHAWAY**

**DISPOSITION AGREEMENT**

The State Ethics Commission ("Commission") and Karon Hathaway ("Hathaway") enter into this Disposition Agreement pursuant to Section 3 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On October 20, 2022, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict of interest law, G.L. c. 268A, by Hathaway. On May 18, 2023, the Commission concluded its inquiry and found reasonable cause to believe that Hathaway violated G.L. c. 268A,

§ 23(b)(2)(i).

The Commission and Hathaway now agree to the following findings of fact and conclusions of law:

### **Findings of Fact**

1. Hathaway was a member of the Huntington Selectboard from May 2020 to May 2022.

2. In April 2022, municipalities in Franklin County, including the Town of Huntington ("Town"), repaved their respective portions of Route 66.

3. The Franklin Regional Council of Governments facilitated the bids. Each town provided its own specifications, including the surface area to be repaved, and the disposition of the ground-up asphalt.

4. The ground-up asphalt, or "millings," can be used as an alternative to gravel for driveways and roads.

5. Each municipality elected one of the following options: (A) to retain the excess millings and have the contractor deliver the millings to a designated town location; (B) to retain the excess millings and have the contractor load the millings onto town trucks at the work site; or (C) to have the contractor remove and retain the millings.

6. Huntington's then Highway Superintendent provided the Town's specifications. He elected Option A, to have the Town retain the millings and have the contractor deliver the millings to a designated town location.

7. Each municipality that elected Option A used the same contractor ("Contractor") and signed a contract with that company.

8. On April 11, 2022, approximately one week before the work began, the then Highway Superintendent sent an e-mail to the Contractor's sales representative confirming that the millings were to be brought to the Town Highway Department garage.

9. The Contractor subcontracted with local Companies to haul the millings from the jobsite to the Town's Highway Department garage.

10. One of the companies hired to haul the millings from the job site to the Town's Highway Department garage was a local excavation company owned and operated by Hathaway's nephew ("Excavation Company").

11. On April 12, 2022, the Contractor's sales representative hired the Excavation Company by sending its owner a text message with details including the date,

time, jobsite address, and the Town's Highway Department garage as the site to dump the millings.

12. On April 13, 2022, Hathaway sent a text message to the then Highway Superintendent asking how many trucks were lined up for the work, and stating that she "'hope[d]' the millings were going back to the 'yard,'" or Highway Department garage. The then Highway Superintendent confirmed that the millings would be brought to the Town yard. Hathaway responded, "Perfect."

13. The job took place from Wednesday, April 20, 2022, through Friday, April 22, 2022.

14. The Excavation Company worked on site for all three days of work. Hathaway's nephew was not present onsite. Instead, he hired a local driver ("Driver") to operate his, company's truck during the job.

15. Hathaway knew that her nephew had hired the Driver to operate his company's truck during the job. Hathaway had no relationship with the Driver.

16. On the first day of work, Hathaway's nephew instructed the Driver to deliver millings to Hathaway's home, about half a mile from the jobsite.

17. When the Driver arrived at Hathaway's home, he saw a large plywood sign stating, "Dump Here" with an arrow near the driveway. Hathaway knew or had reason to know of the sign.

18. The Driver delivered four to six loads of millings to Hathaway's home on the first afternoon of work.

19. Subsequently, the Driver was instructed by the then Highway Superintendent to deliver all millings to the Highway Department garage. The Highway Superintendent told the Driver to stop delivering millings to Hathaway's home, and that, as a Selectboard member, Hathaway knew that the millings were to be delivered to the Highway Department garage.

20. The Town Administrative Assistant called Hathaway because a local resident had reported that she saw millings being delivered to Hathaway's home. Hathaway told the Administrative Assistant that she had bought the millings. The Administrative Assistant told Hathaway to return the millings to the Town. Hathaway stated that she did not have the necessary equipment and would not do so.

21. The then Highway Superintendent also called Hathaway. He told her that all millings were supposed to have been brought to the Highway Department garage, and Hathaway indicated that she understood.

22. The next day, Hathaway's nephew instructed the Driver to deliver additional loads of millings to Hathaway's home.

23. The Driver told Hathaway's nephew that the then-Highway Superintendent had told him not to deliver millings to Hathaway's home, and that, as a Selectboard member, Hathaway knew the millings were to go to the Highway Department garage. Hathaway's nephew accurately informed the Driver that he had spoken with Hathaway and that Hathaway said it was fine and to bring her additional loads.

24. The Driver believed that, as a Selectboard member, Hathaway's directions superseded those of the then Highway Superintendent.

25. The Driver delivered at least two additional loads of millings to Hathaway's home.

26. In total, Hathaway received at least eight loads of the Town-owned millings, valued at approximately \$5,000. Hathaway did not pay for the millings or their delivery.

27. Hathaway did not question the millings being delivered to her home or seek or take any action to have them removed and brought to the Town Highway Department garage. Instead, Hathaway's husband spread the millings over their driveway within several days of their delivery. Once the millings mixed with their driveway materials, they could not be returned to the Town.

## Conclusions of Law

### Section 23(b)(2)(i)

28. Section 23(b)(2)(i) prohibits a municipal employee from knowingly, or with reason to know, soliciting or receiving anything of substantial value which is not otherwise authorized by statute or regulation, for or because of her official position.

29. As a Huntington Selectboard member, Hathaway was a municipal employee as defined by G.L. c. 268A, § 1 (g).

30. Hathaway solicited and received at least eight loads of Town-owned millings.

31. The millings, worth approximately \$5,000 were of substantial value.

32. Hathaway knew or had reason to know that she received the millings for or because of her official position. Hathaway knew that all millings were to be retained by the Town, and that all trucks would be instructed to deliver the millings to the Highway Department garage. Hathaway knew or had reason to know

that the Driver was directed to deliver the millings to the Highway Department garage by the then Highway Superintendent. Hathaway knew or had reason to know that her nephew would convey her position on the Selectboard to his Driver when he instructed him to ignore the then Highway Superintendent's directions and bring millings to Hathaway's home.

33. Hathaway's solicitation and/or receipt of the Town-owned millings for her personal use was not otherwise authorized by statute or regulation.

34. Therefore, by receiving approximately \$5,000 worth of Town-owned millings, for her personal use, Hathaway knowingly or with reason to know solicited and received something of substantial value which was not otherwise authorized by statute or regulation, for or because of her official position. In so doing, Hathaway violated § 23(b)(2)(i).

## Disposition

In view of the foregoing violation of G.L. c. 268A by Hathaway, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the following terms and conditions agreed to by Hathaway:

- (1) that Hathaway pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$5,000 as a civil penalty for violating G.L. c. 268A, § 23(b)(2)(i); and
- (2) that Hathaway waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law and terms and conditions contained in this Agreement.

**DATE ISSUED:** September 26, 2023

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**COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION**

**SUFFOLK, ss.**

**COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0001**

**IN THE MATTER OF  
MICHAEL BYRNE**

Parties: Candies Pruitt, Esq.  
Counsel for Petitioner  
  
Daniel K. Gelb, Esq.  
Richard M. Gelb, Esq.  
Counsel for the Respondent  
  
Commissioners: Margot Botsford, Ch.  
Josefina Martinez  
Wilbur P. Edwards, Jr.  
Thomas A. Connors  
  
Presiding Officer: Commissioner Eron Hackshaw

unwarranted privileges and exemptions exceeded \$1,000 in a 12-month period.<sup>4</sup>

Respondent agrees to pay a civil penalty of \$80,000 and to waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in the Disposition Agreement in this and any other administrative or judicial proceeding to which the Commission is or may be a party.

In support of the Joint Motion, the parties assert that this resolution would obviate the need for an adjudicatory hearing and would conserve resources for all involved. The parties assert that the interests of justice, the parties and the Commission will be served by the Disposition Agreement.

### Final Order

On September 5, 2023, the parties filed a Joint Motion to Dismiss ("Joint Motion") with a proposed Disposition Agreement requesting that the Commission approve the Disposition Agreement in settlement of this matter and dismiss the adjudicatory proceeding. The Presiding Officer, Eron Hackshaw, referred the Joint Motion, with the Disposition Agreement, to the full Commission for deliberations on September 21, 2023.

**WHEREFORE**, the Commission hereby **ALLOWS** the Joint Motion. Respondent's tendered payment of the \$80,000 civil penalty for violating G.L. c. 268A, §§ 19, 23(b)(2)(ii), 23(b)(3), and 26 is accepted. Commission Adjudicatory Docket No. 23-0001, *In the Matter of Michael Byrne* is **DISMISSED**.

**DATE AUTHORIZED:** September 21, 2023

**DATE ISSUED:** September 27, 2023

In the proposed Disposition Agreement, Respondent Michael Byrne ("Respondent"), former Town of Arlington Inspectional Services Department ("ISD") Director admits that he violated G.L. c. 268A, §§ 19, 23(b)(2)(ii), 23(b)(3) and 26.

Respondent admits that he violated § 19 by as ISD Director (1) deciding to inspect and inspecting plumbing work performed by his private business, Trademark Plumbing ("Trademark"), and (2) repeatedly issuing certificates of occupancy for properties where Trademark had performed plumbing work.<sup>1</sup>

<sup>1</sup> G.L. c. 268A, § 19 prohibits a municipal employee from participating as such an employee in a particular matter in which to his knowledge he has a financial interest.

Respondent also admits that he violated § 23(b)(2)(ii) by (1) allowing Trademark to perform plumbing work without plumbing permits, (2) allowing Trademark to perform work without inspections, and (3) creating plumbing permits for Trademark work performed without plumbing permits.<sup>2</sup>

<sup>2</sup> G.L. c. 268A, § 23(b)(2)(ii) prohibits a municipal employee from knowingly, or with reason to know, using or attempting to use his official position to secure for himself or others an unwarranted privilege or exemption of substantial value (\$50 or more) that is not properly available to similarly situated individuals.

Respondent also admits that he violated § 23(b)(3) by accepting loans from a private developer and then issuing a certificate of occupancy for a property owned by the developer.<sup>3</sup>

<sup>3</sup> G.L. c. 268A, § 23(b)(3) prohibits a municipal employee from knowingly or with reason to know, acting in a manner which could cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person.

Respondent also admits that he violated § 26 because his violation of § 23(b)(2)(ii) was committed with fraudulent intent, and the fair market value in the aggregate of the

<sup>4</sup> G.L. c. 268A, § 26 provides that any person who violates § 23(b)(2)(ii) with fraudulent intent, shall be punished by a fine of not more than \$10,000, if the unwarranted privileges or exemptions have a fair market

value in the aggregate of more than \$1,000 in any 12-month period.

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**COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION**

**SUFFOLK, ss.**

**COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0001**

**IN THE MATTER OF  
MICHAEL BYRNE  
DISPOSITION AGREEMENT**

The State Ethics Commission ("Commission") and Michael Byrne ("Byrne") enter into this Disposition Agreement pursuant to Section 3 of the Commission's Enforcement Procedures. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On April 15, 2021, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict of interest law, G.L. c. 268A, by Byrne. On December 15, 2022, the Commission concluded its inquiry and found reasonable cause to believe that Byrne violated G.L. c. 268A, §§ 19, 23(b)(2)(ii), 23(b)(3) and 26.

Byrne and the Commission now agree to the following findings of fact and conclusions of law:

**Findings of Fact**

1. Byrne was the Town of Arlington ("Arlington") Inspectional Services Department ("ISD") Director, a full-time salaried position, from 1997 through 2021.

2. As ISD Director, Byrne was responsible for the enforcement of the Commonwealth of Massachusetts building and plumbing codes in Arlington.

***Trademark Plumbing Work Byrne Allowed Without Plumbing Permits or Inspections***

3. Massachusetts Code 248 CMR 3.05(1)(c), requires plumbing permits for work beyond routine repairs. Massachusetts Code 248 CMR 3.05(3)(a) requires inspection of all work where a plumbing permit is required.

4. In Arlington, the plumbing permit fee is based on the cost of the project, \$24 per \$1,000 of the estimated cost or portion thereof, up to the first \$10,000, and \$6.00 per \$1000

thereafter. The permit fee is tripled for work commenced without permit.

5. In his private capacity, Byrne owned and operated Trademark Plumbing, a limited liability company with its principal office located in Arlington.

6. Trademark Plumbing engaged in the installation and repair of plumbing and gas in residential and commercial buildings.

7. Byrne operated Trademark Plumbing in Arlington and surrounding communities.

8. During the period 2016 through 2020, Byrne, in his capacity as ISD Director, knowingly allowed Trademark Plumbing to perform plumbing work without obtaining plumbing permits at the following Arlington locations:

<b>Year(s)</b>	<b>Location</b>	<b>Paid to Trademark Plumbing</b>
2016	Florence Ave.	\$ 26,000
2016	Marathon Street	\$ 23,000
2016	Gray Street	\$ 6,400
2016	Brantwood Road	\$ 7,500
2016	Varnum Street	\$ 13,000
2016	Shawnee Drive	\$ 13,000
2016	Wachusets Ave.	\$ 7,000
2016	Florence Ave.	\$ 3,000
2016	Richfield Road	\$ 7,700
2016	Summer Street	\$ 4,000
2016	Kilsythe Road	\$ 7,000
2016	Avon Place	\$ 5,500
2016-2017	Washington Street	\$ 33,200
2016-2017	Mass Ave.	\$ 113,803
2016-2017	Park Street	\$ 31,000
2016-2017	Regis Road	\$ 20,070
2017	Campbell Road	\$ 25,000
2017	Kensington Park	\$ 20,500
2017	Rockmont Road	\$ 27,000
2017	Schouler Court	\$ 12,400
2017	Standish Road	\$ 7,150
2017	Glenburn Road	\$ 14,150
2017-2018	Lillian Lane	\$ 64,500
2018	Crosby Street	\$ 41,145
2018	Mountain Ave.	\$ 37,720
2018	Mass Ave.	\$ 1,800
2019	Broadway	\$ 5,000
2019	Broadway	\$ 2,160
2019	Broadway	\$ 5,000
2019	Broadway	\$ 5,000
2019	Old Mystic Street	\$ 27,000
2019	Park Ave.	\$ 5,000
2019	Sherborn Street	\$ 32,000

2019	Spy Pond Parkway	\$ 15,000
2019-2020	Alton Street	\$ 59,600
2020	Rublee Street	\$ 30,000
2020	Spy Pond Parkway	\$ 34,000

9. During the period 2016 through 2020, Byrne, in his capacity as ISD Director, knowingly allowed Trademark Plumbing to perform plumbing work without inspection at the following Arlington locations:

Alton Street  
 Broadway  
 Crosby Street  
 Mass Ave.  
 Park Ave.  
 Schouler Court  
 Spy Pond Parkway  
 Sherborn Street

10. During the period 2016 through 2020, Byrne, in his capacity as ISD Director, performed plumbing inspections on work performed by Trademark Plumbing at the following Arlington locations:

Brantwood Road  
 Marathon Street  
 Regis Road  
 Rockmont Road  
 Washington Street  
 Washington Street

**Issuing Certificates of Occupancy**

11. Massachusetts Code 780 CMR 111.1 mandates that no building or structure be used or occupied until the building commissioner or inspector of buildings inspects the building or structure and issues a certificate of occupancy. A certificate of occupancy certifies that a building or structure has had all of its final inspections and that the construction or rehabilitation is up to code.

12. In 2016 and 2017, Byrne, in his capacity as ISD Director, issued certificates of occupancy for the following Arlington properties where Trademark Plumbing had performed plumbing work: Park Street and Schouler Court.

**Plumbing Permits Created by Byrne After Work Was Completed by Trademark Plumbing Under Names of Plumbers Unrelated to the Work**

13. Massachusetts Code 248 CMR 3.05(1)(b)(2) requires applications for plumbing permits be made in writing before work commences.

14. Massachusetts Code 248 CMR 3.05(1)(b)(3) requires the plumbing permit application to contain the name of the

plumber (or company) performing the work.

15. In 2020, Byrne, in his capacity as ISD Director, created eight false plumbing permits for work which had already been performed by Trademark Plumbing without permits.

16. Byrne inserted and/or caused the name of a licensed plumber to be inserted on each of the eight permits. None of the plumbers named on the eight permits were involved in the Trademark Plumbing projects.

**Loans**

17. In 2016, 2017 and 2018, a real estate property developer made loans to Byrne totaling \$25,000.

18. On August 31, 2017, Byrne, in his capacity as ISD Director, issued a certificate of occupancy for a property owned by the developer located on Irving Street, Arlington.

**Conclusions of Law**

19. As Arlington's ISD Director, Byrne was at all relevant times a municipal employee as that term is defined in G.L. c. 268A, § 1(g).

**Section 19**

20. General Laws chapter 268A, § 19 prohibits a municipal employee from participating as such an employee in a particular matter in which to his knowledge he has a financial interest.

**Byrne Inspected Work Performed by Trademark Plumbing**

21. The decision to inspect and the inspection of Trademark Plumbing's plumbing work in Arlington were particular matters.

22. As ISD Director, Byrne decided to inspect and inspected Trademark Plumbing's plumbing work on at least five occasions.

23. As owner and operator of Trademark Plumbing, Byrne had to his knowledge a financial interest in inspections of his company's plumbing work, including favorable inspections indicating the plumbing work was up to code.

24. Therefore, by as ISD Director deciding to inspect and inspecting plumbing work performed by his private business, Trademark Plumbing, Byrne repeatedly participated as a municipal employee in particular matters in which to his knowledge he had a financial

interest in violation of G.L. c. 268A, § 19.

***Byrne Issued Certificates of Occupancy for Properties Where Trademark Plumbing Had Performed Work***

25. The decision to issue and the issuance of certificates of occupancy for properties where Trademark Plumbing had performed plumbing work were particular matters.

26. As ISD Director, Byrne decided to issue and issued certificates of occupancy for such properties on at least two occasions.

27. As owner and operator of Trademark Plumbing, Byrne had a financial interest in certificates of occupancy indicating that the plumbing work performed by Trademark Plumbing passed inspection and was up to code.

28. Therefore, by as ISD Director repeatedly issuing certificates of occupancy for properties where his private business, Trademark Plumbing, had performed plumbing work, Byrne repeatedly participated as a municipal employee in particular matters in which to his knowledge he had a financial interest in violation of G.L. c. 268A, § 19.

**Section 23(b)(2)(ii)**

29. General Laws chapter 268A, § 23(b)(2)(ii) prohibits a municipal employee from knowingly, or with reason to know, using or attempting to use his official position to secure for himself or others unwarranted privileges or exemptions of substantial value which are not properly available to similarly situated individuals.

***Byrne Allowed Trademark Plumbing to Perform Work Without Plumbing Permits***

30. Being allowed to perform plumbing work in Arlington without a plumbing permit when a permit is required by law is an unwarranted privilege or exemption.

31. During the relevant period, the unwarranted privilege or exemption of performing plumbing work in Arlington without obtaining plumbing permits was of substantial value because each permit would have cost \$50 or more based on the cost of the plumbing work.

32. The unwarranted privileges or exemptions of performing plumbing work without first obtaining plumbing permits was not properly available to other plumbers or owners and operators of plumbing companies.

33. By, while ISD Director, not requiring Trademark Plumbing to obtain plumbing permits for its work prior to

that work, Byrne used his ISD Director position to secure for himself and Trademark Plumbing unwarranted privileges or exemptions given that, as ISD Director, Byrne was the head of the Arlington department that enforced the plumbing code and the requirement to obtain a permit prior to commencing plumbing work.

34. Therefore, each time Byrne allowed Trademark Plumbing to perform plumbing work in Arlington without first obtaining a plumbing permit and paying the required fee, he knowingly or with reason to know used his ISD Director position to secure unwarranted privileges or exemptions of substantial value not available to similarly situated individuals. In so doing, Byrne repeatedly violated G.L. c. 268A, § 23(b)(2)(ii).

***Byrne Allowed Trademark Plumbing to Perform Work Without Inspections***

35. By, while ISD Director, allowing Trademark Plumbing to perform plumbing work in Arlington without inspections, Byrne used his ISD Director position to secure unwarranted privileges or exemptions for himself and/or Trademark Plumbing.

36. The unwarranted privilege or exemption of performing plumbing work without inspections was of substantial value because it allowed Byrne to avoid the penalty of three times the original permit fees for having performed plumbing work without a permit.

37. The unwarranted privilege or exemption of performing plumbing work without inspections was not properly available to other plumbers or owners and operators of plumbing companies.

38. Therefore, each time Byrne while ISD Director allowed Trademark Plumbing to avoid the inspection of its plumbing work in Arlington, he knowingly, or with reason to know, used his ISD Director position to secure unwarranted privileges or exemptions of substantial value not available to similarly situated individuals. In so doing, Byrne repeatedly violated G.L. c. 268A, § 23(b)(2)(ii).

***Byrne Created Plumbing Permits for Trademark Plumbing Work Performed Without Plumbing Permits***

39. Plumbing permits for Trademark Plumbing projects created by Byrne after the plumbing work was completed were unwarranted privileges because (1) the post-work creation of the permits was contrary to the requirement of obtaining plumbing permits before commencing work; and (2) the permits were created despite the fact that the plumbers whose names were on the plumbing permit applications were not involved in the projects.

40. Byrne used his ISD Director position to secure these unwarranted privileges for Trademark Plumbing and himself.

41. The unwarranted privileges of permits created by Byrne after the completion of plumbing work were of substantial value because they concealed the fact that Trademark Plumbing had performed plumbing jobs without permits, and avoided Trademark Plumbing being discovered to have performed plumbing jobs without permits, which could result in penalties of three times the original permit fees.

42. Byrne knew or had reason to know that the unwarranted privileges of creating the permits for Trademark Plumbing jobs after the fact were not properly available to him.

43. Therefore, each time Byrne as ISD Director created plumbing permits after Trademark Plumbing had performed plumbing work, inserting the names of plumbers who were not involved in the projects, Byrne used his ISD Director position to secure unwarranted privileges for himself that were not properly available to similarly situated individuals. In so doing, Byrne repeatedly violated G.L. c. 268A, § 23(b)(2)(ii).

#### **Section 26**

44. Section 26 provides that any person who violates § 23(b)(2) with fraudulent intent, shall be punished by a fine of not more than \$10,000, if the unwarranted privileges or exemptions have a fair market value in the aggregate of more than \$1,000 in any 12 month period.

45. Byrne violated § 23(b)(2)(ii) with fraudulent intent when he created plumbing permits for work that had been performed by Trademark Plumbing because he knew (1) that Trademark Plumbing had performed the work without permits and (2) that the plumbers whom he identified on the plumbing permit applications had not performed the work.

46. The value of the unwarranted privileges and exemptions Byrne secured for Trademark Plumbing and himself through his use of his official position as described hereinabove, including the total value of the permit fees which were not paid before the Trademark Plumbing work was performed and the total value of triple fee penalty for Trademark Plumbing doing work without a permit that Byrne sought to avoid with the above-described false permits, far exceeded \$1,000.

#### **Section 23(b)(3)**

47. Section 23(b)(3) prohibits a municipal employee from knowingly or with reason to know acting in a manner

which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person.

48. By accepting loans from a private developer in 2016 and 2017, and then issuing a certificate of occupancy for a property owned by the developer, Byrne acted in a manner that would cause a reasonable person to conclude that the developer could unduly enjoy Byrne's favor in the performance of his public duties in violation of G.L. c. 268A, § 23(b)(3).

#### **Disposition**

In view of the foregoing violations of G.L. c. 268A by Byrne, and in consideration of his medical condition, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the following terms and conditions agreed to by Byrne:

- (1) that Byrne pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$80,000 as a civil penalty for violating G.L. c. 268A, §§ 19, 23(b)(2)(ii), 23(b)(3) and 26; and
- (2) that Byrne waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law and terms and conditions contained in this Agreement.

**DATE ISSUED:** September 27, 2023

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**COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION**

**SUFFOLK, ss.**

**COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0015**

**IN THE MATTER OF  
JOHN AVELAR  
DISPOSITION AGREEMENT**

The State Ethics Commission ("Commission") and John Avelar ("Avelar") enter into this Disposition Agreement

pursuant to Section 3 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On March 23, 2023, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict of interest law, G.L. c. 268A, by Avelar. On July 20, 2023, the Commission concluded its inquiry and found reasonable cause to believe that Avelar violated G.L. c. 268A, §§ 23(b)(2)(i) and 23(b)(2)(ii).

The Commission and Avelar now agree to the following findings of fact and conclusions of law:

### Findings of Fact

1. Avelar joined the Sharon Police Department ("SPD") as a dispatcher in 2018. He became a part-time reserve police officer, then a full-time police officer in 2019, and graduated from the Police Academy in 2020.

2. The SPD is one of many local police departments whose officers work security details at Gillette Stadium during New England Patriots ("Patriots") football games.

3. On Thursday, December 1, 2022, the Patriots hosted the Buffalo Bills for a game starting at 8:15 P.M.

4. Several weeks before the game, Avelar asked SPD Officer Robert Awad, who was planning to work the game security detail, to get Avelar and his friend into the Putnam Club during the game.

5. The Putnam Club is a high-end indoor suite at Gillette Stadium where fans can watch the game from indoors, enjoy upscale food and drinks, and access exclusive outdoor seating.

6. Entrance to the Putnam Club requires the proper ticket and wristband.

7. Putnam Club tickets are available to the general public only as part of season ticket packages, ranging from \$6,000 to \$10,000 per season. The Patriots do not sell single-game Putnam Club tickets to the general public. Season ticket holders may sell their Putnam Club tickets on a secondary reseller market.

8. Awad joined the SPD in February 2022. During the relevant time, Awad was in the one-year probationary period required of all new SPD officers.

9. During the relevant time, Avelar and Awad worked the same SPD shift twice weekly. During one such shift,

Avelar was assigned to respond as back-up for other officers including Awad. Avelar also trained Awad once or twice, and offered Awad work-related advice.

10. Awad agreed to help get Avelar and Avelar's friend into the Putnam Club during the December 1, 2022 game ("the game").

11. Avelar did not have tickets to the Putnam Club for the game.

12. Awad knew that Avelar did not have tickets to the Putnam Club for the game.

13. On the night of the game, Awad met Avelar and Avelar's friend outside the stadium before the game. Awad was working in full SPD uniform.

14. Awad escorted Avelar and Avelar's friend into the Putnam Club lobby. The door was manned by a security team member who checks tickets to ensure guests are in the right place. Awad told the security team member that Avelar and Avelar's friend were "with [him]" and that Avelar was an off-duty police officer. Without showing tickets to the doorman, they proceeded further into the Club lobby to the turnstiles, where a second security team member checks tickets for entry and a third security team member gives out wristbands to guests with proper tickets.

15. Awad also told the ticket checker inside the lobby that Avelar was a police officer, and then escorted Avelar and his friend up the escalator into the Putnam Club.

16. Avelar and his friend did not show tickets or receive wristbands to gain entrance to the Putnam Club.

17. After escorting Avelar and Avelar's friend into the Putnam Club, Awad began to leave the Putnam Club for his security detail post.

18. A security team supervisor, who had witnessed the three enter the Club, followed them up the escalator and caught up with Awad several minutes later. She told Awad that Avelar and Avelar's friend must leave the Putnam Club.

19. Awad called Avelar on his cell phone twice to let him know that he and his friend must leave the Putnam Club. Avelar initially attempted to walk away from where Awad and security were waiting for him and his friend.

20. Avelar and his friend left the Putnam Club within approximately fifteen minutes of their entering the Club.

21. When asked by stadium security personnel to show their tickets, Avelar falsely stated that he had purchased

tickets that were on his cell phone, but his phone had died.

22. Avelar and his friend then exited the Putnam Club using stairs that led to the stadium's 100's section concourse.

23. After leaving the Putnam Club, Avelar used his cell phone to purchase two tickets in section 304 at 8:04 p.m., approximately one and a half hours after Avelar attempted to enter the Club with his friend.

24. The SPD investigated the incident. Avelar was suspended for five days without pay, losing \$1,283.55. In addition, Avelar forfeited his traffic specialty stipend for two months. The SPD also prohibited Avelar from working details at Gillette Stadium "until further notice."

### **Conclusions of Law**

#### **Section 23(b)(2)(ii)**

25. Section 23(b)(2)(ii) of G.L. c. 268A prohibits a municipal employee from knowingly, or with reason to know, using or attempting to use his official position to secure for himself or others unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals.

26. The Sharon Police Department is a municipal agency as defined by G.L. c. 268A, § 1(f). As an SPD police officer, Avelar is a municipal employee as defined by c. 268A, § 1(g).

27. Entrance to the Putnam Club is a privilege of substantial value as it requires tickets costing well in excess of \$50.

28. Entrance to the Putnam Club on December 1, 2022, was an unwarranted privilege for Avelar and his friend because they did not have the tickets required to enter.

29. Entrance to the Putnam Club without tickets on December 1, 2022, was not properly available to individuals in the same situation as Avelar and his friend.

30. Therefore, by asking Awad, a junior fellow SPD police officer still working on probation as a new officer, to get him and his friend into the Putnam Club without tickets and by entering the Club without tickets after Awad identified him to security as a police officer, Avelar knowingly or with reason to know used his official position as an SPD officer to secure for himself and his friend an unwarranted privilege of substantial value that was not properly available to similarly situated individuals. In so doing, Avelar violated § 23(b)(2)(ii).

#### **Section 23(b)(2)(i)**

31. Section 23(b)(2)(i) prohibits a municipal employee from knowingly, or with reason to know, soliciting or receiving anything of substantial value which is not otherwise authorized by statute or regulation, for or because of his official position.

32. On December 1, 2022, Avelar knew or had reason to know that he and his friend were being allowed into the Putnam Club without tickets for or because of his official position as a police officer given that he gained entrance to the Club by being escorted into it at his request by a fellow police officer working the game security detail in full SPD uniform who informed Club security personnel that Avelar and Avelar's friend were "with [the officer]" and invoked Avelar's position as a police officer.

33. As stated above, entrance to the Putnam Club was a privilege of substantial value for Avelar and Avelar's friend.

34. Avelar's solicitation and receipt of entrance to the Putnam Club without tickets for himself and his friend was not authorized by statute or regulation.

35. Therefore, by, as described above, soliciting through Awad and gaining entrance to the Putnam Club without tickets for himself and his friend, Avelar knowingly solicited and received something of substantial value which was not authorized by statute or regulation, for or because of his official position as an SPD police officer. In so doing, Avelar violated § 23(b)(2)(i).

#### **Disposition**

In view of the foregoing violations of G.L. c. 268A by Avelar, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the following terms and conditions agreed to by Avelar:

- (1) that Avelar pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$8,000 as a civil penalty for violating G.L. c. 268A, §§ 23(b)(2)(ii) and 23(b)(2)(i); and
- (2) that Avelar waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law and terms and conditions contained in this Agreement.

**DATE ISSUED:** September 28, 2023

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**COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION**

**SUFFOLK, ss.**

**COMMISSION  
ADJUDICATORY  
DOCKET NO. 23-0016**

**IN THE MATTER OF  
ROBERT AWAD**

**DISPOSITION AGREEMENT**

The State Ethics Commission ("Commission") and Robert Awad ("Awad") enter into this Disposition Agreement pursuant to Section 3 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On March 23, 2023, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict of interest law, G.L. c. 268A, by Awad. On July 20, 2023, the Commission concluded its inquiry and found reasonable cause to believe that Awad violated G.L. c. 268A, § 23(b)(2)(ii).

The Commission and Awad now agree to the following findings of fact and conclusions of law:

**Findings of Fact**

1. Awad became a patrol officer in the Sharon Police Department ("SPD") in February 2022.
2. The SPD is one of many local police departments whose officers work security details at Gillette Stadium during New England Patriots ("Patriots") football games.
3. On Thursday, December 1, 2022, the Patriots hosted the Buffalo Bills for a game starting at 8:15 P.M.
4. Awad worked the December 1, 2022, game security detail in full SPD uniform.
5. Several weeks before the December 1, 2022, game, SPD Officer John Avelar asked Awad to get him and his friend into Gillette Stadium's Putnam Club during the game.
6. The Putnam Club is a high-end indoor suite at Gillette Stadium where fans can watch the game from indoors, enjoy upscale food and drinks, and access exclusive outdoor seating.
7. Entrance to the Putnam Club requires the proper ticket and wristband.
8. Putnam Club tickets are available to the general public only as part of season ticket packages, ranging from \$6,000 to \$10,000 per season. The Patriots do not sell single-game Putnam Club tickets to the general public. Season ticket holders may sell their Putnam Club tickets on a secondary reseller market.
9. During the relevant time, Awad was in the one-year probationary period required of all new SPD officers.
10. During the relevant time, Avelar and Awad worked the same SPD shift twice weekly. During one such shift, Avelar was assigned to respond as back-up for other officers including Awad. Avelar also trained Awad once or twice, and offered Awad work-related advice.
11. Awad agreed to help get Avelar and Avelar's friend into the Putnam Club during the December 1, 2022 game ("the game").
12. Avelar did not have tickets to the Putnam Club for the game.
13. Awad knew that Avelar did not have tickets to the Putnam Club for the game.
14. On the night of the game, Awad met Avelar and Avelar's friend outside Gillette stadium before the game.
15. Awad escorted Avelar and Avelar's friend into the Putnam Club lobby. The door was manned by a security team member who checks tickets to ensure guests are in the right place. Awad told the security team member that Avelar and Avelar's friend were "with [him]" and that Avelar was an off-duty police officer. Without showing tickets to the doorman, they proceeded further into the Club lobby to the turnstiles, where a second security team member checks tickets for entry and a third security team member gives out wristbands to guests with proper tickets.
16. Awad also told the ticket checker inside the lobby that Avelar was a police officer, and then escorted Avelar and his friend up the escalator into the Putnam Club.
17. Avelar and his friend did not show tickets or receive wristbands to gain entrance to the Putnam Club.
18. After escorting Avelar and Avelar's friend into the Putnam Club, Awad began to leave the Putnam Club for his security detail post.

19. A security team supervisor, who had witnessed the three enter the Club, followed them up the escalator and caught up with Awad several minutes later. She told Awad that Avelar and Avelar's friend must leave the Putnam Club.

20. When told to help the security team find and remove Avelar and Avelar's friend, Awad asked, "What's wrong, don't you like cops?" and "Why don't you trust me?"

21. Awad then called Avelar on his cell phone twice to let him know that he and his friend must leave the Putnam Club.

22. Avelar and his friend left the Putnam Club within approximately fifteen minutes of their entering the Club, and Awad was removed from his security detail.

23. The SPD investigated the incident. Awad was suspended for three days without pay, losing \$1,094.82. In addition, Awad forfeited the "blue light permit" for his personal vehicle and his SPD probationary period was extended for one additional year to February 2024. The SPD also prohibited Awad from working details at Gillette Stadium "until further notice."

## Conclusions of Law

### Section 23(b)(2)(ii)

24. Section 23(b)(2)(ii) of G.L. c.268A prohibits a municipal employee from knowingly, or with reason to know, using or attempting to use his official position to secure for himself or others unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals.

25. The Sharon Police Department is a municipal agency as defined by G.L. c. 268A, § 1(f). As an SPD patrol officer, Awad is a municipal employee as defined by c. 268A, § 1(g).

26. Entrance to the Putnam Club is a privilege of substantial value as it requires tickets costing well in excess of \$50.

27. Entrance to the Putnam Club on December 1, 2022, was an unwarranted privilege for Avelar and his friend because they did not have the tickets required to enter.

28. Entrance to the Putnam Club without tickets on December 1, 2022, was not properly available to individuals in the same situation as Avelar and his friend.

29. Therefore, by escorting Avelar and Avelar's friend past

security and into the Putnam Club while in full SPD uniform and stating that they were "with him" and that Avelar was also a police officer, while knowing that Avelar and his friend did not have Putnam Club tickets, Awad knowingly or with reason to know used his official position as an SPD officer to secure for Avelar and Avelar's friend an unwarranted privilege of substantial value that was not properly available to similarly situated individuals. In so doing, Awad violated § 23(b)(2)(ii).

## Disposition

In view of the foregoing violations of G.L. c. 268A by Awad, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the following terms and conditions agreed to by Awad:

- (1) that Awad pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$4,000 as a civil penalty for violating G.L. c. 268A, § 23(b)(2)(ii); and
- (2) that Awad waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law and terms and conditions contained in this Agreement.

**DATE ISSUED:** September 28, 2023

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## COMMONWEALTH OF MASSACHUSETTS STATE ETHICS COMMISSION

### IN THE MATTER OF LAUREEN PIZZI

### PUBLIC EDUCATION LETTER

November 30, 2023

*Via Electronic and First-Class Mail*

Laureen Pizzi  
c/o Beth Myers, Partner  
Burns & Levinson, LLP  
125 High Street  
Boston, MA 02110  
bmyers@burnslev.com

Re: Preliminary Inquiry No. 2023-14

Dear Ms. Pizzi:

As you know, the State Ethics Commission ("Commission") conducted a preliminary inquiry into whether you, while Weymouth Housing Authority ("Housing Authority") Director of Management/Resident

Services Coordinator ("Resident Services Coordinator"), violated the state conflict of interest law by securing for two of your relatives and your friend Housing Authority housing for which they were not eligible, and then managing their tenancies.

On September 21, 2023, the Commission voted to find reasonable cause to believe that your actions, as described below, violated sections 19, 23(b)(2)(ii) and 23(b)(3) of the conflict of interest law, General Laws chapter 268A, and authorized adjudicatory proceedings. The Commission further determined, however, that, rather than commencing adjudicatory proceedings against you, the public interest would be best served by issuing you this Public Education Letter publicly discussing the facts revealed by the preliminary inquiry and explaining the application of the conflict of interest law to those facts. By resolving this matter through this Public Education Letter, the Commission seeks to ensure that you and public employees in circumstances similar to those described below will have a clearer understanding of the conflict of interest law and how to comply with it.

The Commission and you have agreed that this matter will be resolved publicly with this Public Education Letter and that there will be no formal proceedings against you. You have chosen not to exercise your right to a public hearing before the Commission.

### **Facts**

As Resident Services Coordinator, you were responsible for leasing housing units ("apartments") to tenants at Lakeview Manor, a Housing Authority complex. Your duties included screening applicants, conducting landlord verifications, and offering and leasing apartments. The eligibility and selection criteria of applicants for Housing Authority housing are governed by Department of Housing and Community Development ("DHCD") regulations.<sup>1</sup> Pursuant to DHCD regulations, a previous eviction generally renders an applicant ineligible for Housing Authority housing except as provided in the regulations.<sup>2</sup> One of the purposes of Housing Authority landlord verifications is to find out whether the housing applicants were evicted from their prior housing.

On three separate occasions between 2015 and 2017, you leased apartments at Lakeview Manor to individuals with whom you had personal connections despite the fact that under DHCD regulations they were not eligible for Housing Authority housing due to their prior evictions. You subsequently participated in the management of the

Housing Authority tenancies of each of these three persons.

On May 18, 2015, you leased a Lakeview Manor apartment to an individual to whom you are related by marriage although your relative had been evicted from their prior housing and was not eligible for Housing Authority housing. During your relative's Housing Authority tenancy, you conducted a re-examination of your relative's annual rent, which resulted in a rent reduction.

On June 8, 2016, you leased a Lakeview Manor apartment to a personal friend although your friend had been evicted from their prior housing and was not eligible for Housing Authority housing. In addition, you deleted Housing Authority records to which you had access as Resident Services Coordinator regarding the previous tenancy likely indicating your friend's eviction from that tenancy for failure to pay rent. During the course of your friend's Housing Authority tenancy, you conducted an interim rent examination, which resulted in a rent reduction. As Resident Services Coordinator, you also entered into repayment agreements with your friend for back rent due to the Housing Authority.

On October 13, 2017, you leased a Lakeview Manor apartment to your half-sibling although they had been evicted from their prior housing and were not eligible for Housing Authority housing. In addition, you did not require your half-sibling to pay any rent for the first month of their tenancy, which began mid-month, although prorated rent for the month should have been paid. Subsequently, you attempted to evict your half-sibling for failure to pay rent for their Housing Authority apartment. Although you and your half-sibling have the same father, you were not raised together and you do not have a social relationship.

Your appointing authority as Resident Services Coordinator was the Housing Authority's Board of Commissioners ("Board of Commissioners"), however, you primarily reported to and were supervised by the Executive Director of the Housing Authority. You made no written disclosures to the Board of Commissioners or to the Housing Authority Executive Director regarding

your actions related to the tenancies of your half-sibling, your relative by marriage, and your friend.<sup>3</sup>

You are no longer employed by the Housing Authority. Your employment there ended in June 2022, in substantial part as a consequence of your above-described actions.

During the years 2015 through 2017, as today, there was a serious shortage of affordable housing in Eastern Massachusetts and many residents struggled to find housing for themselves and their families. The Housing Authority then, as it does now, provided eligible Massachusetts residents with the valuable opportunity to obtain safe, stable and affordable housing at rents based on their income.

### Legal Discussion

As Housing Authority Resident Services Coordinator, you were a municipal employee<sup>4</sup> as defined by the conflict of interest law. Housing authorities are municipal agencies for conflict of interest law purposes,<sup>5</sup> and housing authority employees are thus municipal employees for the same purposes.

#### Section 19

Section 19 of the conflict of interest law prohibits a municipal employee from participating as such an employee in a particular matter<sup>6</sup> in which a member of the employee's immediate family<sup>7</sup> has to the employee's knowledge a financial interest.

Your half-sibling, despite your lack of a social relationship with them, is a member of your immediate family within the meaning of the conflict of interest law. The decision to lease an apartment in Lakeview Manor to your half-sibling, as well as the contract to lease the apartment, were particular matters. You knew your half-sibling had a financial interest in the lease because: (1) it provided your half-sibling with affordable housing; and (2) the lease was a legally binding contract under which your half-sibling was required to pay rent. Therefore, the Commission found reasonable cause to believe you violated § 19 by leasing a Lakeview Manor apartment to your half-sibling.

The Commission also found reasonable cause to believe that you violated § 19 when you decided to allow your half-sibling to move into Lakeview Manor without payment of any rent for the first month of the tenancy. Code of Massachusetts Regulation 760 CMR 6.05(2) states:

- (a) Tenant shall pay rent monthly in advance on or

before the first day of each month. Rent for any fraction of a month of occupancy at the beginning or end of the term shall be charged on a *pro rata* basis. . .

You knew your half-sibling had a financial interest in not paying any rent for the half month of the tenancy at Lakeview Manor instead of the prorated rent that should have been paid.

While there is an exemption from the prohibition of § 19 available to a municipal employee who makes a written disclosure to her appointing authority,<sup>8</sup> and receives a written determination that she may participate,<sup>9</sup> you did not make such a disclosure to your appointing authority, the Board of Commissioners.<sup>10</sup> Had you made a written disclosure regarding the particular matters and the financial interests of your half-sibling described above and had the Board of Commissioners in response provided you with a written determination authorizing you to participate in those matters despite your half-sibling's financial interest, you could have participated in those matters without violating § 19.<sup>11</sup> This, however, did not happen. Accordingly, the Commission found reasonable cause to believe you violated § 19.

#### Section 23(b)(2)(ii)

Section 23(b)(2)(ii) of the conflict of interest law prohibits a public employee from knowingly or with reason to know using or attempting to use her official position to secure for anyone an unwarranted privilege of substantial value that is not properly available to similarly situated individuals.<sup>12</sup> The Commission found reasonable cause to believe that you violated § 23(b)(2)(ii) when you used your official Resident Services Coordinator position to secure the opportunity to lease Housing Authority apartments for your half-sibling, relative by marriage, and your friend when they were ineligible for such housing due to their prior evictions.

The opportunity to lease a Housing Authority housing unit is a privilege. For persons like your half-sibling, your relative by marriage, and your friend who are not eligible to lease such housing, the opportunity to enter into such a lease, particularly in preference to eligible Massachusetts residents desperately in need of affordable, safe housing, is an unwarranted privilege.

This unwarranted privilege was of substantial value in two ways. First, in the extremely tight housing market of Eastern Massachusetts, which offers very few opportunities to rent safe, affordable housing, immediate

access to such housing is, in and of itself, of substantial value to those needing such housing. Second, as the rent charged for Housing Authority units is income-based, leasing Housing Authority units to your friend and relatives allowed them to take advantage of significantly lower cost housing than what was available on the open rental housing market. In short, as Housing Authority tenants paying income-based rent, your relatives and friend paid substantially less for their monthly rent than they would have paid had they been able to secure comparable private housing.<sup>13</sup>

The Commission also found reasonable cause to believe you violated § 23(b)(2)(ii) by deleting your friend's tenant records apparently in furtherance of securing for your friend Housing Authority housing from which your friend was disqualified due to a prior eviction.

### Section 23(b)(3)

Section 23(b)(3) of the conflict of interest law prohibits a public employee from, knowingly or with reason to know, acting in a manner which would cause a reasonable person who knows the relevant facts to conclude that any person can improperly influence or unduly enjoy the public employee's favor in the performance of her official duties. This section prohibits conduct by public employees that creates the appearance of favoritism or bias in their official actions.

By, as described above, (1) conducting a reexamination of your relative-by-marriage's income; (2) conducting an interim examination of your friend's income; and (3) allowing your friend to enter into a repayment plan, all while having undisclosed personal relationships with these individuals, you acted in a manner that would cause a reasonable person with knowledge of the relevant facts to conclude that your relative by marriage and your friend could improperly influence you or unduly enjoy your favor in your performance of your official duties as Resident Services Coordinator.

While a public employee may avoid a violation of this section by timely making a written disclosure to their appointing authority of the facts that would otherwise lead a reasonable person to conclude that they are biased or unduly influenced in their official actions, you did not make such a disclosure to the Board of Commissioners regarding your above-described actions. Therefore, the

Commission found reasonable cause to believe that you violated § 23(b)(3).

### Disposition

Based upon its review of this matter, the Commission has determined that the public interest would be best served by the issuance of this Public Education Letter to you and that your receipt of this letter should be sufficient to ensure your understanding of and future compliance with the conflict of interest law.

This matter is now closed.

Sincerely,

David A. Wilson  
Executive Director

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<sup>1</sup> 760 CMR 5.00 applies to all persons residing in or applying for state-aided public housing, known as St. 1948, c. 200, St. 1966, c. 705, St. 1954, c. 667 housing, with the exceptions noted in 760 CMR 5.02(2), which do not apply here.

<sup>2</sup> See 760 CMR 5.08(1)(a)-(k).

<sup>3</sup> You claim to have verbally told the Housing Authority Executive Director of your relationship with your half-sibling.

<sup>4</sup> A "municipal employee" is "[A] person performing services for or holding an office, position, employment or membership in a municipal agency." G.L. c. 268A, § 1(g).

<sup>5</sup> G.L. c. 121B, § 7.

<sup>6</sup> "Particular matter" includes a "contract... decision, determination." G.L. c. 268A, § 1(k).

<sup>7</sup> "Immediate family" is defined as "the employee and his spouse, and their parents, children, brothers and sisters." The terms "brothers and sisters" include both full and half siblings. G.L. c. 268A, § 1(e).

<sup>8</sup> A public employee's appointing authority is the public official or body who appointed the public employee to their position.

<sup>9</sup> The exemption is available if the following conditions are met:

[T]he municipal employee first advises the official responsible for appointment to his position of the nature and circumstances of the particular matter and makes full disclosure of such financial interest, and receives in advance a written determination made by that official that the interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.

<sup>10</sup> Even if you had, as you claim, told the Housing Authority Executive Director of your relationship with your half sibling, you would have not satisfied the written disclosure and determination requirements for a § 19 exemption as your purported "disclosure" was not in writing, the Executive Director was not your appointing authority, and the Executive Director could not and did not make a written determination authorizing your participation.

<sup>11</sup> You may, however, have been subject to additional requirements. For example, 760 CMR 4.03(g) requires approval of the Massachusetts Department of Housing and Community Development for certain housing authority employees to house immediate family. The regulation provides, "[w]henver any LHA board member, any administrative or supervisory employee or any member of the immediate family of such a board member or employee seeks admission as a tenant or seeks admission as a participant in a program administered by the LHA or seeks a transfer to a different unit, all necessary information shall be forwarded to the Department, which shall make the decision on the requested admission or transfer in accordance with applicable procedures."

<sup>12</sup> Anything worth \$50 or more is of substantial value within the meaning of § 23(b)(2)(ii). 930 CMR 5.05.

<sup>13</sup> These savings in rent were of substantial value.





**ADVICE**



**EDUCATION**



**DISCLOSURE**



**ENFORCEMENT**



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