

COMMONWEALTH OF MASSACHUSETTS
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 26-0001

IN THE MATTER

OF

THOMAS CIARAMETARO, JR.

DISPOSITION AGREEMENT

The State Ethics Commission (“Commission”) and Thomas Ciarametaro, Jr., (“Ciarametaro”) 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 May 23, 2024, pursuant to G.L. c. 268B, § 4(a), the Commission initiated a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Ciarametaro. On April 29, 2025, the Commission concluded its inquiry and found reasonable cause to believe that Ciarametaro violated G.L. c. 268A, §§ 23(b)(2)(i), 23(b)(2)(ii), and 23(b)(3).

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

Findings of Fact

1. Ciarametaro was the City of Gloucester (“City” or “Gloucester”) Harbormaster from 2016 through April 2024.
2. As Harbormaster, Ciarametaro oversaw all Harbormaster Department and Shellfish Department employees, including the Shellfish Constable.

3. Ciarametaro and the Shellfish Constable were not personal friends and did not socialize outside of work.

4. Ciarametaro attended Endicott College (“the College”) between September 2018 and December 2020.

5. In February 2020, Ciarametaro asked the Shellfish Constable to complete at least five writing assignments for a creative writing course in which he was enrolled at the College.

6. In September 2020, Ciarametaro asked the Shellfish Constable to complete at least three essay assignments for an English literature course in which he was enrolled at the College.

7. In October 2020, Ciarametaro asked the Shellfish Constable to complete at least five essays for a juvenile justice course in which he was enrolled at the College.

8. The Shellfish Constable completed each of the writing assignments for Ciarametaro as requested. Ciarametaro submitted the completed assignments to the College as his own work. Ciarametaro ultimately received an A-minus in the creative writing course, an A in the English literature course, and an A in the juvenile justice course.

9. To complete Ciarametaro’s college course writing assignments as described above, the Shellfish Constable spent multiple hours reading assigned course material and writing each essay.

10. The Shellfish Constable spent over twenty hours completing at least six of Ciarametaro’s college course writing assignments while on paid duty in his municipal

position.

11. Ciarametaro was aware of and authorized the Shellfish Constable's use of his paid municipal work time and resources including City computers to complete Ciarametaro's college writing assignments.

12. During the relevant time, the Shellfish Constable was paid \$39.91 per hour by the City of Gloucester.

15. The College's academic integrity policy requires "truthful submission of work," and prohibits plagiarism and cheating.

16. Ciarametaro received a Bachelor of Science degree from the College in December 2020.

Conclusions of Law

Section 23(b)(2)(ii)

17. 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 value¹ and which are not properly available to similarly situated individuals.

18. As the Gloucester Harbormaster, Ciarametaro was, at all relevant times, a municipal employee as that term is defined in G.L. c. 268A, § 1(f)-(g).

Private Dealings with Subordinate

19. As Gloucester Harbormaster, Ciarametaro had official authority over the Shellfish Constable.

¹ "Substantial value" is \$50 or more. 930 CMR 5.05.

20. Ciarametaro knowingly used his Harbormaster position when he repeatedly asked his subordinate, the Shellfish Constable, to complete writing assignments for his courses at the College. These requests were inherently coercive given that a subordinate employee naturally feels pressured and obliged to do what his Department Head requests.

21. The completion of his college course work by the Shellfish Constable was an unwarranted privilege for Ciarametaro because he did not have the authority as Harbormaster to request, and was not otherwise entitled to receive, the assistance of a subordinate City employee with that work.

22. The unwarranted privilege of the completion of his college coursework by the Shellfish Constable was of substantial value because the time and effort it would have taken Ciarametaro to complete the assignments himself was worth \$50 or more and because the completed assignments allowed Ciarametaro to obtain a college degree which increased his future earning potential.

23. Similarly situated individuals could not properly have had the Shellfish Constable or other City employee complete their college course assignments for them.

24. Therefore, by, while Gloucester Harbormaster, repeatedly asking his subordinate, the Shellfish Constable, to complete his college course writing assignments, Ciarametaro knowingly or with reason to know used his official position to secure for himself unwarranted privileges of substantial value not properly available to similarly situated individuals. By so doing, Ciarametaro violated § 23(b)(2)(ii).

Use of City Resources

25. City resources, including the Shellfish Constable's City work time and City computers, were public resources to be used for City business.

26. The use of the Shellfish Constable's City work time and City computers for the private purpose of completing Ciarametaro's college coursework was unwarranted.

27. As the Shellfish Constable used multiple hours of his City work time, at a rate of \$39.91 per hour, and City computers to complete college course writing assignments for Ciarametaro during his City work time, the unwarranted privilege was of substantial value.

28. Similarly situated individuals, including other City employees, cannot properly use public resources including their subordinates' work time to complete personal tasks.

29. Ciarametaro knowingly used his position as Harbormaster to allow the Shellfish Constable to use City resources to complete writing assignments for Ciarametaro's college courses.

30. Therefore, by, while Gloucester Harbormaster, allowing his subordinate to use his City work time and City computers to complete Ciarametaro's college course writing assignments, Ciarametaro 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. By so doing, Ciarametaro violated § 23(b)(2)(ii).

Section 23(b)(2)(i)

31. Section 23(b)(2)(i) of G.L. c. 268A 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. Ciarametaro repeatedly solicited and received completed college course writing assignments from the Shellfish Constable who was subordinate to him as Harbormaster.

33. As described above, the completed writing assignments were of substantial value to Ciarametaro.

34. Ciarametaro knew or had reason to know that he received the completed writing assignments from the Shellfish Constable, his subordinate, for or because of his superior official position as Harbormaster.

35. Ciarametaro's solicitation and receipt of the completed writing assignments was not otherwise authorized by statute or regulation.

36. Therefore, by repeatedly soliciting and receiving completed writing assignments from the Shellfish Constable for his use as his own completed college coursework, Ciarametaro 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 his official position. By so doing, Ciarametaro violated § 23(b)(2)(i).

Section 23(b)(3)

37. Section 23(b)(3) of G.L. c. 268A 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.

38. By entering into a private arrangement whereby the Shellfish Constable, who was under his official authority as Harbormaster, completed his college course writing assignments, Ciarametaro knowingly or with reason to know, acted in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that his subordinate could unduly enjoy Ciarametaro's favor in the performance of his official duties as Harbormaster. By so doing, Ciarametaro violated § 23(b)(3).

Disposition

In view of the foregoing violations of G.L. c. 268A by Ciarametaro, 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 Ciarametaro:

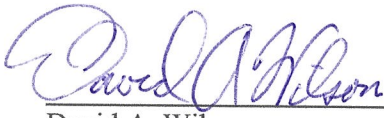
- (1) that Ciarametaro pay to the City of Gloucester, with such payment to be delivered to the Commission, the sum of \$1,200 representing restitution for the value of the City worktime his subordinate spent doing Ciarametaro's college course assignments;

- (2) that Ciarametaro pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$15,000 as a civil penalty for violating G.L. c. 268A, §§ 23(b)(2)(i), 23(b)(2)(ii), and 23(b)(3); and
- (3) that Ciarametaro 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.

By signing below, Ciarametaro acknowledges that he has personally read this Disposition Agreement, that it is a public document, and that he agrees to its terms and conditions.

STATE ETHICS COMMISSION


Thomas Ciarametaro, Jr. 1-7-26
Date


David A. Wilson 1/28/26
Executive Director Date