

COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY  
DOCKET NO. 24-0011

IN THE MATTER

OF

DAVID KNOWLTON

**DISPOSITION AGREEMENT**

The State Ethics Commission (“Commission”) and David Knowlton (“Knowlton”) 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 18, 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 Knowlton. On December 21, 2023, the Commission concluded its inquiry and found reasonable cause to believe that Knowlton violated G.L. c. 268A, § 23(b)(2)(i).

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

**Findings of Fact**

1. Knowlton was the Director of the Department of Public Services for the City of Salem (“Salem DPS”) from 2007 until his resignation in June 2023.
2. Knowlton resigned upon the request of the Mayor of Salem, in connection with Knowlton’s participation in the several ski trips described below.
3. As Director of the Salem DPS, Knowlton regularly completed conflict of interest

law training.

4. Among other services, the Salem DPS provides drinking water and sewer services to residences and businesses in the City of Salem.

5. The Salem DPS uses one brand of water meter throughout its service area, made by an Alabama-based manufacturer (“the manufacturer”) and sourced from the manufacturer’s sole authorized New England distributor (“the distributor”). (The manufacturer and the distributor are collectively referred to herein as “the vendors.”)

6. As Director, Knowlton approved purchase orders for water meters for the Salem DPS.

7. In 2018, Knowlton took part in a ski trip to Sugarloaf, Maine, hosted by the vendors. The vendors paid for Knowlton’s lodging, meals, and ski lift ticket.

8. In 2019, Knowlton took part in a ski trip to Stowe, Vermont, hosted by the vendors. The vendors paid for Knowlton’s lodging, meals, and ski lift ticket. Lodging cost at least \$200 per person. The dinner on the second night of the trip cost at least \$40 per person, not including alcohol, tax, and gratuity.

9. In 2020, Knowlton took part in a ski trip to Okemo, Vermont, hosted by the vendors. The vendors paid for Knowlton’s lodging, meals, and ski lift ticket. Lodging cost at least \$415 per person for the trip.

10. Knowlton understood when he accepted the vendors’ invitation to each ski trip that the vendors would pay for his lodging, meals, and ski lift ticket.

11. Each of these ski trips was a three-day, Wednesday through Friday, trip. Employees of several municipal water districts and departments of public works, the vendors, and the vendors’ private clients took part in each ski trip, joined by a limited number of spouses

and other guests.

12. In November 2020, a sales representative from the manufacturer treated Knowlton and two other municipal public works employees to dinner at the Pellana Prime Steakhouse in Peabody. The cost of this dinner was \$50 or more per person.

13. In April 2022, Knowlton attended a Boston Red Sox game at Fenway Park as a guest of the manufacturer. The fair market value of the ticket was approximately \$150. The manufacturer paid for Knowlton's ticket.

14. In August 2022, Knowlton attended an event hosted by the vendors at the Envoy Hotel in Boston. The vendors paid for rooftop drinks and dinner for their water industry guests, including employees of municipal departments of public works and of municipal water districts, like Knowlton. The cost of this event was \$50 or more per person.

15. In September 2022, Knowlton received two tickets to a Boston Red Sox game at Fenway Park from the manufacturer. The fair market value of the tickets was approximately \$150 each.

16. Also in September 2022, Knowlton attended a water industry conference. At the conference, Knowlton attended a dinner hosted by the vendors. The hosted dinner did not have an educational or training component and was not an official part of the conference. The vendors paid for the meals and drinks for guests of the hosted dinner, including Knowlton. On average, per person, the hosted dinner cost \$182.

17. In November 2022, Knowlton attended dinner at Bricco restaurant in the North End followed by a Boston Celtics game at TD Garden as a guest of the manufacturer. The manufacturer paid for Knowlton's dinner, drinks, and ticket to the game. The cost of this outing was \$50 or more per person.

18. Knowlton knew, or had reason to know, that the vendors gave him each of the gifts described in paragraphs 7 through 17 above for or because of his position as Director of the Salem DPS.

**Conclusions of Law**

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

19. 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<sup>1</sup> 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.

20. The Salem DPS is a municipal agency as defined by G.L. c. 268A, § 1(f). As Director of the Salem DPS, Knowlton was an employee of a municipal agency within the meaning of § 23(b)(2)(i) and a municipal employee as defined by G.L. c. 268A, § 1(g).

21. Each of the gifts Knowlton received, as described in paragraphs 7 through 17 above, was of substantial value.

22. Knowlton's receipt of the gifts was not authorized by statute or regulation.

23. When Knowlton received each gift, he knew, or had reason to know, that the vendor or vendors gave him the gift for or because of his official position as Director of the Salem DPS.

24. Therefore, by receiving each of the above-described gifts, Knowlton knowingly, or with reason to know, received something of substantial value for himself, which was not otherwise authorized by statute or regulation, for or because of his official position. In so doing, Knowlton repeatedly violated § 23(b)(2)(i).

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

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

- (1) that Knowlton pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$14,000 as a civil penalty for repeatedly violating G.L. c. 268A, § 23(b)(2)(i); and
- (2) that Knowlton 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, Knowlton 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

  
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David Knowlton                      Date 4/14/24

  
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David A. Wilson                      Date 4/29/24  
Executive Director