

COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY  
DOCKET NO. 24-0010

IN THE MATTER

OF

AARON CILLUFFO

**DISPOSITION AGREEMENT**

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

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

**Findings of Fact**

1. From 2008 to 2021, Cilluffo was the Water and Sewer Supervisor for the Town of Danvers Department of Public Works (“Danvers DPW”).
2. As Water and Sewer Supervisor for the Danvers DPW, Cilluffo received conflict of interest training.
3. Among other services, the Danvers DPW provides drinking water and sewer

services to residences and businesses in the Town of Danvers.

4. As Water and Sewer Supervisor for the Danvers DPW, Cilluffo had responsibility for water meter operation and maintenance and submitted water meter purchase order requests for approval, including by the DPW Director.

5. Since before 2008, the Danvers DPW has used 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. In 2018, Cilluffo took part in a ski trip to Sugarloaf, Maine, hosted by the vendors. The vendors paid for Cilluffo’s lodging, meals, and ski lift ticket.

7. In 2019, Cilluffo took part in a ski trip to Stowe, Vermont, hosted by the vendors. The vendors paid for Cilluffo’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.

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

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

10. Each of the 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.

11. In November 2020, a sales representative from the manufacturer treated Cilluffo 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.

12. Cilluffo knew, or had reason to know, that the vendors gave him each of the gifts described in paragraphs 6 through 11 above for or because of his position as Water and Sewer Supervisor for the Danvers DPW.

### *Conclusions of Law*

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

13. 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.

14. The Danvers DPW is a municipal agency as defined by G.L. c. 268A, § 1(f). As Water and Sewer Supervisor of the Danvers DPW, Cilluffo 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).

15. Each of the gifts Cilluffo received, as described in paragraphs 6 through 11 above, was of substantial value.

16. Cilluffo's receipt of the gifts was not authorized by statute or regulation.

17. When Cilluffo received each gift, he knew, or had reason to know, that the vendors gave him the gift for or because of his official position as Danvers DPW Water and Sewer Supervisor.

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

18. Therefore, by receiving each of the above-described gifts, Cilluffo 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, Cilluffo repeatedly violated § 23(b)(2)(i).

**Disposition**

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

- (1) that Cilluffo 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 repeatedly violating G.L. c. 268A, § 23(b)(2)(i); and
- (2) that Cilluffo 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, Cilluffo 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

 4/13/2024  
Aaron Cilluffo                      Date

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