

COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY  
DOCKET NO. **26-0005**

IN THE MATTER

OF

CARLO DEMARIA

STATE  
2026 APR 29  
COMMISSION

**ORDER TO SHOW CAUSE**

1. The State Ethics Commission (“Commission”) is authorized by G.L. c. 268B to enforce G.L. c. 268A, the state conflict of interest law, and in that regard, to initiate and conduct adjudicatory proceedings.

2. On March 26, 2026, the Commission found reasonable cause to believe that former City of Everett Mayor Carlo DeMaria (“DeMaria”) violated G.L. c. 268A, §§ 23(b)(2)(i) and 23(b)(2)(ii), and authorized the initiation of adjudicatory proceedings.

**FACTS**

3. At all times here relevant, DeMaria was Mayor of the City of Everett (“City” or “Everett”).

4. DeMaria was first elected mayor in 2007 and was sworn into office in January 2008.

5. In 2008, the mayor’s term of office was two years.

6. The Everett Charter was amended in 2011, to extend the mayor’s term to four years.

7. DeMaria’s first four-year term as mayor began in 2014.

8. As mayor, DeMaria was the Chief Executive Officer of the City to whom the Chief Financial Officer, among other City department heads, reported.

9. In or about 2016, DeMaria asked the City Council President to sponsor a new ordinance that would provide DeMaria with longevity payments (“Mayor’s Longevity Ordinance”).

10. The Everett City Council enacted the Mayor’s Longevity Ordinance in October 2016, which read:

Section 7-167 Longevity – Mayor

Any individual serving in the office of mayor shall receive a longevity payment of \$10,000 (TEN THOUSAND DOLLARS) for each completed full term as mayor, as defined in Article 3 Section 1(b) of the City Charter.

Any individual serving as Mayor at the time of passage of this ordinance shall receive a one-time payment of \$10,000 (TEN THOUSAND DOLLARS) for each previously completed term as Mayor, as defined in Section 25 of the previous Charter.

11. According to DeMaria, the Mayor’s Longevity Ordinance entitled him to annual longevity payments.

12. According to DeMaria, the Mayor’s Longevity Ordinance entitled him to annual longevity payments for each previously completed term.

13. The Mayor’s Longevity Ordinance did not provide for such payments.

14. The Mayor’s Longevity Ordinance made no reference to annual longevity payments.

15. The Mayor’s Longevity Ordinance only referred to “previously completed term” to calculate the one-time payment in paragraph two.

16. DeMaria’s construction of the Mayor’s Longevity Ordinance as entitling him to annual longevity payments for each previously completed term was unjustified

and self-serving.

17. DeMaria received the following initial longevity payments:

Date	Amount
9/28/2016	\$30,000
1/4/2017	\$30,000

18. DeMaria was not entitled to a longevity payment in 2017 because he had not yet completed his four-year term, which began in 2014.

19. Each City department, including the Executive Office of the Mayor, has an account in the City budget for staff longevity payments.

20. The City budget longevity accounts identify the employees receiving payment and the amount.

21. A longevity payment to DeMaria of \$30,000 was reflected in the Executive Office of the Mayor's Fiscal Year 2018 account for longevity payments.

22. At some point prior to passage of the Fiscal Year 2019 City budget, DeMaria directed the City's Chief Financial Officer to move his longevity payments from the Executive Office of the Mayor's longevity account to the City's Human Resources Employee Buyback account. The Chief Financial Officer did as DeMaria directed.

23. DeMaria directed the City's Chief Financial Officer to move his longevity payments from the Executive Office of the Mayor's longevity account to the City's Human Resources Employee Buyback account to conceal the payments.

24. The Human Resources Employee Buyback account is used to pay accrued sick, vacation, and other payouts to City employees who leave service.

25. The Human Resources Employee Buyback account does not identify City employee(s) receiving payment(s) or the amount(s) paid.

26. Longevity payments are not considered accrued sick, vacation or buyback items.

27. DeMaria's longevity payments were the only longevity payments in the Human Resources Employee Buyback account.

28. DeMaria received the following additional longevity payments.

Date	Amount
1/2/2018	\$40,000
1/3/2019	\$40,000
1/21/2020	\$40,000
1/14/2021	\$20,000
4/22/2021	\$20,000

29. DeMaria was only entitled to \$10,000 in 2018.

30. DeMaria was not entitled to payments in 2019 through 2021 because he had not yet completed his four-year term, which began in 2018.

## LAW

### *§ 23(b)(2)(i) – Solicitation and/or Receipt of Inflated Longevity Payments*

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

32. As mayor, DeMaria was an Everett municipal employee.

33. DeMaria solicited and/or received inflated longevity payments by receiving longevity payments annually, rather than upon completion of his mayoral terms.

34. DeMaria solicited and/or received inflated longevity payments by continuing to receive payments for previously completed terms after receiving the one-

time payment provided for in paragraph two of the Mayor's Longevity Ordinance.

35. The Mayor's Longevity Ordinance did not authorize DeMaria to receive annual longevity payments.

36. The Mayor's Longevity Ordinance did not authorize DeMaria to receive annual longevity payments for previously completed terms, except for the one-time payment provided for in paragraph two of the Ordinance.

37. DeMaria received the inflated longevity payments because he was the mayor and the City's Chief Executive Officer.

38. The inflated longevity payments were of substantial value because they exceeded \$50.

39. DeMaria knew or had reason to know that he was receiving longevity payments that were inflated and based on an unjustified, self-serving and contorted construction of the Mayor's Longevity Ordinance, for or because of his position as mayor. DeMaria's directive to conceal the payments is evidence he knew they were inflated and unauthorized.

40. Therefore, DeMaria violated 23(b)(2)(i) by, while mayor of Everett, knowingly or with reason to know soliciting and/or receiving unauthorized inflated longevity payments of substantial value for or because of his position as mayor, and he did so repeatedly and continuously.

*§ 23(b)(2)(ii)- Concealment of Longevity Payments*

41. Section 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 an unwarranted privilege of substantial value, which is not properly available to similarly

situated individuals.

42. DeMaria's concealment of his longevity payments in the Human Resources Employee Buyback account was an unwarranted privilege because there was no legitimate justification for doing so.

43. The concealment was unwarranted because it denied the public knowledge of, and the opportunity to challenge, the frequency of the longevity payments.

44. The concealment was unwarranted because it denied the public knowledge of, and the opportunity to challenge, the amount of the payments.

45. DeMaria's concealment of his longevity payments in the Human Resources Employee Buyback account was not properly available to similarly situated City employees; their longevity payments and the amounts were shown in their department budget accounts.

46. By directing the City's Chief Financial Officer to move his longevity payments from the Executive Office of the Mayor's account to the Human Resources Employee Buyback account, DeMaria used his official position.

47. The unwarranted privilege of concealing the longevity payments was of substantial value because by concealing them, DeMaria was able to secure at least \$50 or more than he was entitled to.

48. The unwarranted privilege of concealing the longevity payments was of substantial value to DeMaria because it prevented challenges to the amount of the longevity payments.

49. The unwarranted privilege of concealing the longevity payments was of substantial value to DeMaria because it prevented challenges to the frequency of the

longevity payments.

50. Thus, DeMaria violated § 23(b)(2)(ii) by using his official position as Mayor of Everett to conceal his receipt of unauthorized and inflated longevity payments, which was an unwarranted privilege of substantial value not properly available to similarly situated individuals, and he did so repeatedly and continuously while mayor.

WHEREFORE, Petitioner requests that the Commission:

1. find that Carlo DeMaria violated G.L. c. 268A, §§ 23(b)(2)(i) and 23(b)(2)(ii);
2. levy such civil penalties and impose such additional remedies under G.L. c. 268A, § 21, including monetary damages in the amount of Carlo DeMaria's economic advantage from his violations up to the section's limit, and restitution to any injured third party; and
3. issue such orders and grant such further relief, as may be appropriate.

Respectfully submitted,  
Petitioner State Ethics Commission

By its attorney,

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