

2024 APR 25 PM 12: 26

COMMONWEALTH OF MASSACHUSETTS
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 24-0006

IN THE MATTER

OF

DANIEL GALVIS

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 October 19, 2023, the Commission found reasonable cause to believe that Daniel Galvis (Galvis) violated G.L. c. 268A, §§ 17(a), 17(c), 19, 20, 23(b)(2)(ii), and 26 and authorized the initiation of adjudicatory proceedings.

FACTS

3. Galvis joined the Town of Leyden Police Department ("LPD") as a patrol officer in or about 1991.

4. Galvis was appointed LPD Chief in or about 1994 and was in that role until around October 2021.

5. Galvis's spouse, Gilda Galvis ("Gilda" or "spouse"), joined the LPD in or about 1993. Gilda was appointed LPD Captain sometime between 1999 and 2008 and remained in that role until around October 28, 2021.

6. Galvis also served as the Town of Leyden ("Town" or "Leyden")

Emergency Management Director (“EMD”), starting shortly after he became LPD Chief until around April 19, 2022.

7. Leyden, through Town Meeting, sets regular annual stipends for certain positions.

8. The Town did not set a stipend for the EMD position.

9. Galvis and his spouse co-own and operate DJ’s Auto Sales and Service (“DJ’s Auto”).

10. DJ’s Auto performs minor auto repairs and operates out of the Galvis private residence in Leyden.

11. Galvis is an account owner and signatory of DJ’s Auto’s business checking account.

Surplus Equipment

12. As LPD Chief, Galvis participated in the U.S. Department of Defense 1033 Program (“1033 Program”), under which local law enforcement agencies may obtain surplus military equipment and supplies.

13. As LPD Chief, Galvis determined which items to acquire for the LPD from the 1033 Program.

14. As LPD Chief and/or EMD, Galvis maintained possession and control of all LPD and emergency management equipment.

15. Much of this equipment was stored at the Galvis private residence.

16. In his capacity as LPD Chief and/or EMD, Galvis, using Town funds, acquired a 1991 Ford K84 Truck (the “K84 Truck”) from the Commonwealth’s

Operational Services Division for \$1,500.

17. When Galvis acquired the K84 Truck for the Town, the vehicle was titled to the Town.

18. In his capacity as LPD Chief and/or EMD, Galvis acquired a 1998 Bobcat Skid Steer Loader (the "Bobcat") through the 1033 Program.

19. On December 15, 2017, Galvis spent \$2,950 in Town emergency management funds to rebuild the engine of the Bobcat.

20. In his capacity as LPD Chief and/or EMD, Galvis acquired a 1995 AM General Dump Truck (the "Dump Truck") through the 1033 Program.

21. When Galvis acquired the Dump Truck for the Town, the vehicle was titled to the Town.

22. In his capacity as LPD Chief and/or EMD, Galvis acquired a Cummings NHC250 Motor in crate (the "Motor") through the 1033 Program.

23. In his capacity as LPD Chief and/or EMD, Galvis acquired a Pribbs 14-foot trailer (the "Trailer") through the 1033 Program.

24. On February 4, 2016, Galvis obtained title to the Dump Truck, in his private capacity.

25. Galvis's spouse, in her capacity as LPD Captain, transferred the title to the Dump Truck to Galvis.

26. The Town did not approve the transfer of the Dump Truck title to Galvis in his private capacity.

27. Galvis and his spouse decided to falsely report the sale of the Dump Truck

from the Town to Galvis by having his spouse enter a sale price of \$1,000 on the title transfer documents.

28. Galvis did not pay the Town \$1,000, or any amount, as consideration for the transfer of title of the Dump Truck, nor did he direct anyone else to pay the Town for the Dump Truck.

29. On April 5, 2021, Galvis obtained title to the K84 Truck, in his private capacity.

30. Galvis's spouse, in her capacity as LPD Captain, transferred the title to the K84 Truck to Galvis.

31. The Town did not approve the transfer of the K84 Truck title to Galvis in his private capacity.

32. Galvis and his spouse decided to falsely report the sale of the K84 Truck from the Town to Galvis by having his spouse enter a sale price of \$1,000 on the title transfer documents.

33. Galvis did not pay the Town \$1,000, or any amount, as consideration for the transfer of title of the K84 Truck, nor did he direct anyone else to pay the Town for the K84 Truck.

34. Between 2018 and 2022, Galvis sold five pieces of Town-owned equipment, using two online auction websites.

35. Galvis sold the Bobcat on or about May 22, 2018, for around \$7,200.

36. Galvis sold the Dump Truck on or about July 8, 2019, for around \$5,300.

37. Galvis sold the Motor on or about July 8, 2019, for around \$1,650.

38. Galvis sold the Trailer on or about May 18, 2020, for around \$600.
39. Galvis sold the K84 Truck on or about July 12, 2022, for \$2,300.
40. In auction agreements with the website Galvis used to sell the Bobcat, the Dump Truck, the Motor, and the Trailer, Galvis listed DJ's Auto as the seller for each of those pieces of equipment.
41. On the auction website Galvis used to sell the K84 Truck, Galvis listed himself as the seller of the K84 Truck.
42. Each auction website issued payment to DJ's Auto and/or Galvis upon the sale of each piece of equipment listed in paragraphs 35-39, for a total of about \$17,050.
43. Galvis and his spouse Gilda kept the full payment for each piece of auctioned equipment listed in paragraphs 35-39.
44. Galvis did not transfer money to, or pay the Town for, the auctioned equipment, nor direct anyone else to transfer money to, or pay the town for, the auctioned equipment.
45. Between March 9, 2017, and June 30, 2020, Galvis used Town funds to purchase other equipment, including:
- a. a \$1,017 stretcher set,
 - b. an \$800 gun safe,
 - c. a \$379 generator, and
 - d. a \$36 gas detector.
46. Galvis kept each of these items at the Galvis private residence while Galvis was LPD Chief and EMD and did not return them to the Town, either before or

after his employment with the Town ended.

47. Galvis did not transfer money to, or pay the Town for, nor direct anyone else to transfer money to, or pay the town for, the equipment described in paragraph 45.

Emergency Management Director Payments and Stipends

48. Leyden falls within a ten-mile radius of the former Vermont Yankee nuclear power plant in Vernon, Vermont. The plant shut down in 2014 and wound down operations through about 2020.

49. During the plant's active years, Galvis, as EMD, led annual nuclear preparedness training drills and other emergency management duties.

50. Prior to the plant shut down, Vermont Yankee provided annual funding to the Massachusetts Emergency Management Agency ("MEMA"). MEMA in turn distributed funds to surrounding towns, including Leyden.

51. Leyden designated a Town account for the Vermont Yankee funding to be used for emergency management purposes.

52. As Leyden EMD, Galvis accessed the Vermont Yankee emergency management funding ("Vermont Yankee funds") by submitting a department bill schedule to the Leyden Selectboard to approve his use of the funds.

53. As EMD, Galvis determined the timing of stipends for himself from the Vermont Yankee funds and the amount of each stipend.

54. Galvis, as EMD, directed his spouse, as LPD Captain, to complete each of his EMD stipend requests using LPD payroll worksheets.

55. At Galvis's direction, Galvis's spouse signed Daniel Galvis's name at the

top of each request and submitted each request with the bill schedule for the Vermont Yankee Funds to the Leyden Selectboard for approval.

56. To fund his stipends, Galvis included the following amounts in the bill schedule to the Selectboard to be paid from the Vermont Yankee funds:

- a. July 2016: \$1,500
- b. February 2017: \$1,500
- c. August 2018: \$1,500
- d. November 2018: \$1,500
- e. February 2020: \$2,000
- f. March 2020: \$2,000
- g. November 2021: \$2,607.67.

57. The amounts listed in paragraph 56 do not correspond to any number of hours worked or any specific jobs performed.

58. The November 2021 stipend amount Galvis requested was the entire remaining balance of Leyden's Vermont Yankee emergency management account.

59. Galvis was paid the amounts listed in paragraph 56.

DJ's Auto Sales and Service

60. Galvis performs all or almost all auto repairs on behalf of DJ's Auto and creates customer invoices.

61. Between 2014 and 2022, the Town of Leyden paid DJ's Auto approximately \$8,900 for work on Town vehicles.

62. Of this, approximately \$1,500 was for work on LPD vehicles.

63. As LPD Chief, Galvis determined which LPD vehicles needed work.

64. Galvis performed the work on the Town vehicles, including LPD and fire department vehicles, on behalf of DJ's Auto.

65. As co-owner of DJ's Auto, Galvis created multiple DJ's Auto customer invoices for work performed for the Town.

66. Between 2014 and 2021, when Galvis performed work on Town vehicles on behalf of DJ's Auto, he submitted multiple invoices on behalf of DJ's Auto to the Town for payment.

Deciding his Spouse's Police Department Pay

67. Each year while he was LPD Chief, Galvis determined all LPD officer pay rates other than his own stipend, which was set by Town Meeting.

68. Galvis determined LPD officers' pay rates according to their rank. Each year since 1993, Galvis increased pay rates for all patrol officers and superior officers, including his spouse.

LAW

69. As LPD Chief and EMD, Galvis was, at all relevant times, a municipal employee as defined by G.L. c. 268A, § 1(g).

70. Galvis's spouse Gilda is a member of his immediate family as defined by G.L. c. 268A, § 1(e).

Section 17(a) Violations

71. 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 any person or entity other than the municipality in relation to a particular matter in which the municipality is a party or has a direct and substantial interest.

72. Each engagement by the Town of DJ's Auto to perform work on a Town vehicle for payment was a contract with the Town and a particular matter to which the Town was a party and in which it had a direct and substantial interest.

73. The Town paid DJ's Auto approximately \$8,900 for its work on Town vehicles between 2014 and 2022.

74. As co-owner of DJ's Auto, Galvis received this compensation in relation to work performed on Town vehicles.

75. Galvis's receipt of this compensation was not as provided by law for the proper discharge of his official duties as LPD Chief and/or EMD.

76. Therefore, by receiving compensation through DJ's Auto in relation to work performed on Town vehicles, Galvis repeatedly violated G.L. c. 268A, § 17(a).

Section 17(c) Violations

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

78. DJ's Auto's contracts with the Town for work on its vehicles were particular matters to which the Town was a party and in which it had a direct and substantial interest.

79. Galvis acted as agent for DJ's Auto and/or his spouse as co-owner by repeatedly submitting DJ's Auto invoices to the Town for payment.

80. Galvis's submission of DJ's Auto's invoices to the Town for payment was not as provided by law for the proper discharge of his official duties as LPD Chief and/or EMD.

81. By repeatedly submitting DJ's Auto's invoices to the Town for payment, Galvis repeatedly violated G.L. c. 268A, § 17(c).

Section 19 Violations

82. 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, his immediate family, or a business organization in which he is serving as officer, director, trustee, partner or employee, has a financial interest.

Auctioning Town-Owned Equipment

83. Each time Galvis decided to sell a piece of Town-owned equipment for his personal profit, he effectively decided, as LPD Chief and/or EMD and as custodian of the Town-owned equipment, to surplus and sell the Town-owned equipment for his own benefit.

84. Each such decision to surplus and sell Town-owned equipment was a particular matter.

85. Galvis participated in these particular matters by making the decisions to sell the equipment.

86. Galvis and/or his spouse had to his knowledge a financial interest in the

particular matters because he knew the proceeds of each sale would be paid to him and/or their private business, DJ's Auto, and thus received by them.

87. Therefore, by, as LPD Chief and/or EMD, deciding to surplus and sell Town-owned equipment, the proceeds of which he expected to receive through his private business, and/or for his personal profit, Galvis repeatedly violated § 19.

EMD Stipends

88. Each decision by Galvis regarding the timing and amount of each stipend for his EMD service between July 2016 and November 2021 was a particular matter.

89. Galvis participated as EMD in these particular matters when he determined, as EMD, when he would receive an EMD stipend.

90. Galvis also participated as EMD in these particular matters, when he determined, as EMD, the amount of each stipend.

91. Galvis participated as EMD and/or LPD Chief in these particular matters by directing his spouse, as LPD Captain, to complete and submit each stipend request on his behalf.

92. Galvis had to his knowledge a financial interest in receiving the EMD stipends and in their amount and timing.

93. Therefore, by, as Leyden EMD, repeatedly determining the timing and amount of each stipend for his EMD service, and by, as LPD Chief and/or EMD, directing his spouse, as LPD Captain, to complete and submit each stipend request on his behalf, Galvis repeatedly violated § 19.

Hiring DJ's Auto

94. Each decision the LPD made to have DJ's Auto repair an LPD vehicle was a particular matter.

95. Galvis participated in these particular matters as LPD Chief by deciding that he, as DJ's Auto, would perform the work himself and bill the Town.

96. Galvis knew that he, his spouse, and/or their business, had a financial interest in each of these particular matters because they owned and operated DJ's Auto.

97. Therefore, by, as LPD Chief, repeatedly deciding to have LPD vehicles serviced by his company, DJ's Auto, and to pay for that service, Galvis repeatedly violated § 19.

Deciding spouse's pay

98. Galvis's decision to increase his spouse's LPD Captain pay rate was a particular matter in which she had a financial interest of which Galvis had knowledge.

99. Galvis participated in these particular matters each time he increased her pay rate.

100. Therefore, by, as LPD Chief, repeatedly increasing his spouse's LPD Captain pay rate, Galvis repeatedly violated § 19.

Section 20 Violations

101. G.L. c. 268A, § 20 prohibits a municipal employee from having a financial interest, directly or indirectly, in a contract made by a municipal agency of the same town, in which the town is an interested party, of which financial interest he has knowledge or reason to know.

102. Each instance in which DJ's Auto performed paid repairs of Town vehicles was a contract made by a Leyden municipal agency in which the Town was an interested party.

103. As co-owner of DJ's Auto, Galvis had a financial interest in these contracts of which he had knowledge.

104. Therefore, by, while serving as LPD Chief and EMD, having to his knowledge a financial interest in contracts between the Town and DJ's Auto for repairs to Town vehicles, Galvis repeatedly violated § 20.

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

105. 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 unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals.

Auctioning Town-owned Equipment

106. The sale of Town-owned equipment, through one's private business, and/or for one's personal profit, is an unwarranted privilege not properly available to anyone.

107. The sale of the five pieces of equipment listed in paragraphs 35-39 was of substantial value as Galvis received around \$17,050 himself, and/or through his private business, upon the sale of the items.

108. Galvis knowingly, or with reason to know, used his municipal positions as LPD Chief and/or EMD to acquire and maintain custody of each item he sold for

personal profit.

109. Therefore, by repeatedly selling Town-owned equipment, through his private business and/or in his personal capacity, for over \$17,000 in personal profit, Galvis repeatedly violated § 23(b)(2)(ii).

Failure to Return Town Equipment

110. The personal retention of Town-owned equipment without authorization is an unwarranted privilege not properly available to similarly situated former employees. .

111. The value of the equipment Galvis retained, as described in paragraph 45, far exceeded \$50.

112. Galvis knowingly, or with reason to know, used his municipal positions as LPD Chief and/or EMD to acquire and retain custody of the equipment described in paragraph 45 and failed to return the equipment after his employment with the town ended.

113. Therefore, by failing to return Town equipment stored at his private residence after leaving his municipal positions, Galvis repeatedly violated § 23(b)(2)(ii).

EMD Stipend

114. The receipt of a stipend at the time and in the amount of one's own choosing is a privilege.

115. Each stipend was over \$50 and therefore of substantial value.

116. Each stipend was unwarranted where it was unrelated to any specified work performed or hours worked.

117. Galvis knowingly, or with reason to know, used his municipal positions as

LPD Chief and/or EMD to direct and determine the timing and amount of Town payments to himself.

118. Other Town employees could not properly direct and determine the timing and the amount of Town payments to themselves.

119. Therefore, by, as EMD and/or LPD Chief, determining the timing and amount of his EMD stipends, and by directing his spouse, as LPD Captain, to complete and submit stipend requests on his behalf, Galvis repeatedly violated § 23(b)(2)(ii).

Section 26 Violations

120. Section 26 of G.L. c. 268A provides that any person who violates § 23(b)(2)(ii) with fraudulent intent shall be punished by a fine of up to \$10,000, in addition to those penalties available under § 23, if the unwarranted privileges or exemptions have a fair market value in the aggregate of more than \$1,000 in any 12-month period.

121. Galvis violated § 23(b)(2)(ii) with fraudulent intent because he concealed his sale of Town-owned property for personal gain by acquiring and maintaining custody of two Town-owned trucks at his private residence and by deciding to falsely record that he had purchased two of the trucks from the Town for \$1,000 each when he knew that he had in fact not paid the Town any amount for either vehicle.

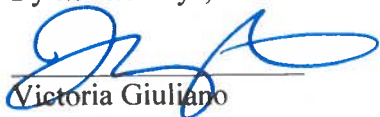
122. The value of the unwarranted privileges Galvis secured for himself and for his spouse through his use of his official position as described above exceeded \$1,000 as Galvis sold each vehicle for well over \$1,000.

WHEREFORE, Petitioner asks that the Commission:

1. find that Galvis violated G.L. c. 268A, §§ 17(a), 17(c), 19, 20, 23(b)(2)(ii), and 26; and
2. levy such fines, issue such orders, including for damages and/or restitution pursuant to G.L. c. 268A, § 21(b), and grant such other relief as may be appropriate.

Respectfully submitted,

Petitioner State Ethics Commission
By its attorneys,



Victoria Giuliano

Sr. Asst. Enforcement Counsel

Jenny Wojewoda

Assistant Enforcement Counsel

Monica Brookman

Chief Enforcement Counsel

Enforcement Division

State Ethics Commission

One Ashburton Place, Room 619

Boston, MA 02108

(617) 371-9500

BBO# 694487

BBO# 674722

BBO# 659891

victoria.giuliano2@mass.gov

jenny.L.wojewoda@mass.gov

monica.brookman@mass.gov

Date: April 25, 2024