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COMMONWEALTH OF MASSACHUSETTS
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 24-0007

IN THE MATTER

OF

GILDA 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 Gilda 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 1993. She was appointed LPD Captain sometime between 1999 and 2008 and continued in that role until around October 28, 2021.

4. Galvis’s spouse, Daniel Galvis (“spouse” or “Daniel”) served as the LPD Chief from around 1994 until around October 2021.

5. Galvis’s spouse also served as the Leyden (“Town” or “Leyden”) Emergency Management Director (“EMD”), starting shortly after he became LPD Chief until around April 19, 2022.

6. Galvis and her spouse co-own and operate DJ's Auto Sales and Service ("DJ's Auto").
7. DJ's Auto performs minor auto repairs and operates out of the Galvis private residence in Leyden.
8. Galvis is an account owner and signatory of DJ's Auto's business checking account.
9. At all relevant times until around October 2021, Galvis was also the full-time office manager for local motor vehicle dealership Dillon Chevrolet.
10. At all relevant times, Galvis served on Dillon Chevrolet's Board of Directors.

Transfers of Town-Owned Truck Titles

11. As LPD Chief and EMD, Galvis's spouse maintained possession and control of all LPD and emergency management equipment.
12. Much of this equipment was stored at the Galvis private residence.
13. In his capacity as LPD Chief and/or EMD, Galvis's spouse, using Town funds, acquired a 1991 Ford K84 Truck (the "K84 Truck") from the Commonwealth's Operational Services Division for \$1,500.
14. When Galvis's spouse acquired the K84 Truck, the vehicle was titled to the Town.
15. In his capacity as LPD Chief and/or EMD, Galvis's spouse acquired a 1995 AM General Dump Truck (the "Dump Truck") through the U.S. Department of Defense 1033 Program, under which local law enforcement agencies may obtain surplus

military equipment and supplies.

16. When Galvis's spouse acquired the Dump Truck, the vehicle was titled to the Town.

17. On or around February 4, 2016, Galvis, as LPD Captain, transferred the title of the Dump Truck to her spouse in his private capacity.

18. Galvis did not have Town approval to transfer the Dump Truck title to her spouse in his private capacity.

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

20. Neither Galvis's spouse, nor Galvis, paid, or caused to be paid, \$1,000, or any amount, as consideration for the transfer of title of the Dump Truck.

21. On or around April 5, 2021, Galvis, as LPD Captain, transferred the title to the K84 Truck to her spouse in his private capacity.

22. Galvis did not have Town approval to transfer the K84 Truck title to her spouse in his private capacity.

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

24. Neither Galvis's spouse, nor Galvis, paid, or cause to be paid, \$1,000, or any amount, as consideration for the transfer of title of the K84 Truck.

DJ's Auto Sales and Service

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

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

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

28. Between 2014 and 2022, DJ's Auto submitted multiple invoices to the Town.

29. Galvis personally submitted several of the invoices to the LPD for payment.

30. As LPD Captain, Galvis reviewed at least six invoices DJ's Auto submitted between 2014 and 2022 to the LPD for payment and listed DJ's Auto's requested payments on the LPD's biweekly bill schedule.

31. As LPD Captain, Galvis signed her spouse's name, as LPD Chief, to the bill schedule to approve payment for the invoices described in paragraph 30.

32. As LPD Captain, Galvis submitted the bill schedule referenced in paragraph 30 to the Town Accountant for payment.

Dillon Chevrolet

33. The LPD engaged Dillon Chevrolet to perform repairs that DJ's Auto did not handle and vehicle inspections.

34. Between 2017 and 2019, the Town paid Dillon Chevrolet approximately \$7,900 for sales and service of LPD vehicles.

35. On multiple occasions, Galvis, as LPD Captain, communicated with Dillon Chevrolet's service advisors to schedule services for LPD vehicles.

36. Galvis, as an employee of Dillon Chevrolet, created at least one invoice for LPD work.

37. As an employee of Dillon Chevrolet, Galvis, on multiple occasions, submitted dealership invoices in hand to the LPD for LPD work.

38. On multiple occasions, Galvis signed the Dillon Chevrolet invoice for LPD work on behalf of the LPD as the "customer."

39. As LPD Captain, Galvis routinely reviewed Dillon Chevrolet's invoices issued between 2017 and 2019 to the LPD and listed its requested payments on the LPD bill schedule.

40. As LPD Captain, Galvis signed her spouse's name on the bill schedule to approve payment of the invoices described in paragraph 38.

41. As LPD Captain, Galvis submitted the bill schedule referenced in paragraph 38 to the Town Accountant for payment.

LAW

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

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

Section 17(a) Violations

44. 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.

45. 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.

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

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

48. Galvis's receipt of this compensation was not as provided by law for the proper discharge of her official duties as LPD Captain.

49. 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

50. 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.

DJ's Auto

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

52. Galvis acted as agent for DJ's Auto and/or her spouse as its co-owner by repeatedly submitting DJ's Auto invoices to the LPD for payment.

53. Galvis's submission of DJ's Auto's invoices to the LPD for payment was not as provided by law for the proper discharge of her official duties as LPD Captain.

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

Dillon Chevrolet

55. Dillon Chevrolet's engagements with the Town of Leyden to repair LPD vehicles were particular matters to which the Town was a party and in which it had a direct and substantial interest.

56. Galvis acted as agent for Dillon Chevrolet by creating at least one invoice for work on an LPD vehicle.

57. Galvis also acted as agent for Dillon Chevrolet by submitting multiple invoices on its behalf to the LPD for work on LPD vehicles.

58. Galvis's actions as described in paragraphs 56 and 57 were not as provided by law for the proper discharge of her official duties as LPD Captain.

59. By creating the dealership invoice and repeatedly submitting the dealership's invoices for payment to the Town as an employee of the dealership, Galvis

repeatedly violated G.L. c. 268A, § 17(c).

Section 19 Violations

60. General Laws chapter 268A, § 19 prohibits a municipal employee from participating as such an employee in a particular matter in which to her knowledge she, her immediate family, or a business organization in which she is serving as officer, director, trustee, partner or employee, has a financial interest.

Truck Title Transfer

61. Each decision to transfer the title of a Town-owned truck to her spouse was a particular matter.

62. Galvis participated in these particular matters as LPD Captain by accessing the Town-owned trucks and their titles, and by executing the title transfers.

63. Galvis and Daniel, her spouse and immediate family member, had, to her knowledge, a financial interest in these particular matters because the title transfers made him owner of the trucks.

64. Therefore, by, as LPD Captain, obtaining and transferring two Town-owned truck titles to her spouse, in his private capacity, Galvis repeatedly violated § 19.

Paying DJ's Auto

65. Each submission the LPD made to pay DJ's auto to perform work on an LPD vehicle was a particular matter.

66. Galvis participated in these particular matters by reviewing the invoices DJ's Auto submitted to the LPD for payment and placing DJ's Auto's invoices on the LPD bill schedule.

67. Galvis participated in these particular matters by signing her spouse's name on the bill schedule to approve payment.

68. Galvis participated in these particular matters by submitting the bill schedule to the Town Accountant for payment.

69. Galvis knew that she, her spouse, and their business each had a financial interest in each such particular matter because she and her spouse owned and operated DJ's Auto.

70. Therefore, by, as LPD Captain, reviewing DJ's Auto's invoices submitted to the LPD for payment, placing DJ's Auto's invoices on the LPD bill schedule, signing her spouse's name on the bill schedule to approve payment, and submitting the bill schedule to the Town Accountant for payment, Galvis repeatedly violated § 19.

Dillon Chevrolet

71. Each submission the LPD made to pay Dillon Chevrolet for work Dillon Chevrolet performed on an LPD vehicle was a particular matter.

72. Galvis participated in these particular matters by signing several of the dealership's invoices for LPD work on behalf of LPD as the customer.

73. Galvis participated in these particular matters by reviewing Dillon Chevrolet's invoices and including its requested payments on the LPD bill schedule.

74. Galvis participated in these particular matters by signing her spouse's name, as Chief, on the bill schedule to approve payment.

75. Galvis participated in these particular matters by submitting the bill schedule to the Town Accountant for payment.

76. Dillon Chevrolet, a business organization in which Galvis served as an officer and employee, had a financial interest in these particular matters, which was known to Galvis.

77. Therefore, by, as LPD Captain, signing several of Dillon Chevrolet's invoices to the LPD as the customer, reviewing Dillon Chevrolet's invoices, including its requested payments on the LPD bill schedule, signing her spouse's name on the bill schedule to approve payment, and submitting the bill schedule to the Town Accountant for payment, Galvis repeatedly violated § 19.

Section 20 Violations

78. 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 she has knowledge or reason to know.

79. 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.

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

81. Therefore, by, while serving as LPD Captain, having to her 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

82. 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 her official position to secure for herself or others unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals.

Transfer of Town-owned Trucks

83. The transfer of two Town-owned trucks by Galvis to her spouse, in his personal capacity, at no cost, was an unwarranted privilege not properly available to anyone.

84. The privilege was of substantial value as each truck was worth well over \$50.

85. Galvis knowingly, or with reason to know, used her position as LPD Captain to secure the unwarranted privilege for her spouse by transferring each truck title to him in his personal capacity.

86. Therefore, by using her municipal position to transfer two Town-owned truck titles to her spouse in his personal capacity, Galvis repeatedly violated § 23(b)(2)(ii).

Section 26 Violations

87. 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.

88. Galvis violated § 23(b)(2)(ii) with fraudulent intent because she concealed the transfer of Town-owned property to her spouse for his personal gain by falsely recording that he had purchased two trucks from the Town for \$1,000 each on the transfer documents, when she knew that he had in fact not paid the Town any amount for either vehicle.

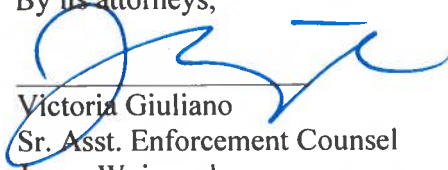
89. The value of the unwarranted privileges Galvis secured for her spouse and for herself through her use of her official position as described above far exceeded \$1,000 as her spouse sold each vehicle for well over \$1,000.

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
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