

COMMONWEALTH OF MASSACHUSETTS
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 24-0009

IN THE MATTER

OF

VINCENT ROY

DISPOSITION AGREEMENT

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

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

Findings of Fact

1. Roy is the Executive Director of the Sudbury Water District.
2. Roy has regularly completed the Commission’s online conflict of interest law training.
3. The Sudbury Water District is a municipal entity created by an act of the Massachusetts Legislature in 1934 that provides drinking water to residences and businesses in

the Town of Sudbury.

4. The Sudbury Water District has been using 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”), since 1995. (The manufacturer and the distributor are collectively referred to herein as “the vendors.”)

5. The Sudbury Water District awarded its most recent water meter contract to the distributor in May 2023 for water meters made by the manufacturer. The contract required approval by the Board of Water Commissioners for the Sudbury Water District.

6. As Executive Director, Roy drafted the Sudbury Water District’s bid specifications for the 2023 water meter contract to ensure compatibility between the new meters and the Sudbury Water District’s existing meter reading and billing software, sourced from the manufacturer.

7. The average service life of a water meter is about 20 years.

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

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

10. In 2022, Roy took part in a ski trip to Jay Peak, Vermont, hosted by the vendors. The vendors paid for Roy’s lodging, meals, and ski lift ticket. Lodging was at least \$425 per person for the trip and the vendors paid \$133 for Roy’s 2-day ski lift ticket.

11. Roy understood when he accepted the vendors' invitation to each ski trip that the vendors would pay for his lodging, meals, and ski lift ticket.

12. 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.

13. Roy used vacation time to take part in each of the three ski trips.

14. Roy attended water industry conferences in April 2019, April 2022, and September 2022. At each of the three conferences, Roy attended a dinner hosted by the vendors. The three hosted dinners did not have an educational or training component and were not an official part of the conferences. The vendors paid for meals and drinks for the guests at each hosted dinner, including Roy. The average per person cost of each of the dinners was \$73 in April 2019, \$109 in April 2022, and \$182 in September 2022.

15. In August 2021, Roy took part in a water industry golf tournament as a guest of the distributor. The distributor paid for Roy's greens fees and meals at the tournament, which totaled \$150.

16. In August 2022, Roy received two tickets to a Boston Red Sox versus New York Yankees game at Fenway Park from the President of the distributor. The fair market value of the tickets was approximately \$150 each.

17. Also in August 2022, Roy attended a water industry 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 Roy. The cost of this event was \$50 or more per person.

18. Roy knew, or had reason to know, that the vendors gave him each of the gifts described in paragraphs 8 through 17 above for or because of his position as Executive Director of the Sudbury Water District.

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 value¹ 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 Sudbury Water District is a municipal agency within the meaning of G.L. c. 268A, § 1(f). As Executive Director of the Sudbury Water District, Roy is 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 Roy received, as described in paragraphs 8 through 17 above, was of substantial value.

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

23. When Roy 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 Sudbury Water District Executive Director.

24. Therefore, by receiving each of the above-described gifts, Roy knowingly, or with

¹ "Substantial value" is \$50 or more. 930 CMR 5.05.

