

COMMONWEALTH OF MASSACHUSETTS
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 21-0001

IN THE MATTER

OF

SCOTT CHATIGNY

DISPOSITION AGREEMENT

The State Ethics Commission (“Commission”) and Scott Chatigny (“Chatigny”) 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 December 20, 2018, the Commission initiated, pursuant to G.L. c. 268B, § 4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A. On June 25, 2020, the Commission concluded its inquiry and found reasonable cause to believe that Chatigny violated G.L. c. 268A, §§ 20, 23(b)(2)(ii) and 23(b)(4).

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

Findings of Fact

1. Chatigny has served as a full-time Town of Hubbardston (“Town” or “Hubbardston”) police officer for approximately eleven years.
2. In his private capacity, Chatigny operated Pioneer Services, Inc., a commercial roofing business, from 1990 until 2007, when the Secretary of the

Commonwealth dissolved the corporation.

3. In his private capacity, Chatigny has since 2007 owned and operated Oakley Construction,¹ which performs residential remodeling. Chatigny's son works for Oakley Construction.

4. The Slade Building is located on Main Street in Hubbardston and houses several Town offices, including the Town police station.

Wood Doors Installation

Facts

5. In May 2016, the Hubbardston Police Chief requested that Chatigny provide an estimate to install two solid core wood doors ("wood doors installation") in the police station.

6. Chatigny asked his son to develop an estimate for Oakley Construction to install the wood doors. On Oakley Construction letterhead, Chatigny's son wrote, signed and submitted a proposal of \$1,820 to the Town for the wood doors installation.

7. On or about May 5, 2016, the Town awarded the wood doors installation contract to Oakley Construction in the amount of \$1,820.

8. Shortly after the wood doors installation contract award to Oakley Construction, Chatigny, while on duty in his police uniform, sought prepayment of \$910 from the Town Accountant for the wood doors installation. The Town Accountant refused to make prepayment citing town policy. Notwithstanding Town policy, however, the requested prepayment was subsequently made by other town employees without the

¹ Scott Chatigny d/b/a Oakley Construction.

Town Accountant's prior authorization.

9. Chatigny's son installed the wood doors and Oakley Construction received full payment from the Town for the work.

Conclusions of Law

§ 20

10. Section 20 prohibits a municipal employee from having a financial interest, directly or indirectly, in a contract made by a municipal agency of the same city or town, in which the city or town is an interested party of which financial interest he has knowledge or reason to know.

11. As a Hubbardston police officer, Chatigny is a municipal employee of the Town as that term is defined by G.L. c. 268A, § 1(g), because he holds a position in the Town and performs services for the Town.

12. The contract between the Town and Oakley Construction for the installation of the wood doors in the police station was a contract made by a municipal agency of the Town in which the Town was an interested party.

13. As owner of Oakley Construction, Chatigny had a direct financial interest in the contract between the Town and Oakley Construction for the installation of the wood doors. Chatigny knew he had this financial interest.

14. By, while serving as a Hubbardston municipal employee, having to his knowledge a financial interest in the contract between the Town and Oakley Construction

for the installation of the wood doors, Chatigny violated § 20.

Steel Door Installation

Facts

15. In November 2016, the Hubbardston Police Chief requested that Chatigny provide an estimate to replace a hollow core wood door with a steel door at the police station (“steel door installation”).

16. The Hubbardston Cable Advisory Committee was to pay for the steel door installation because the Committee would require access to the steel door.

17. On November 8, 2016, the Town Administrator requested that Chatigny provide a “quick write up” of an estimate for the steel door installation and to deliver the write up to the Town Administrator.

18. In response, Chatigny appeared before the Hubbardston Cable Advisory Committee and, as the owner of Oakley Construction, provided a “quick write up” of \$950 to complete the steel door installation.

19. At the November 8, 2016 Cable Advisory Committee meeting, a member of the Committee suggested securing two additional quotes for the steel door installation.

20. In response to the suggestion, the Town Administrator requested that Chatigny obtain two additional quotes for the steel door installation.

21. Chatigny asked his son to develop a formal Oakley Construction proposal for the steel door installation. On Oakley Construction letterhead, Chatigny’s son wrote, signed and submitted a proposal of \$1,275 to the Town for the steel door installation.

22. On or about November 16, 2016, Chatigny drafted and submitted to the Town a written proposal of \$1,425, purportedly on behalf of his defunct company,

Pioneer Services, and signed the proposal using the fictitious name “Jason Bergeron.”

23. On or about November 21, 2016, Chatigny provided to the Town a third proposal of \$1,650 for the steel door installation from Fix It All Services, a company operated by a friend and past employee of his.

24. On December 1, 2016, the Town awarded the steel door installation contract to Oakley Construction for \$1,275.

25. Chatigny’s son installed the steel door and Oakley Construction received full payment from the Town for the work.

Conclusions of Law

§ 20

26. The contract between the Town and Oakley Construction for the installation of the steel door in the police station was a contract made by a municipal agency of the Town in which the Town was an interested party.

27. As the owner of Oakley Construction, Chatigny had a direct financial interest in the contract between the Town and Oakley Construction for the steel door installation. Chatigny knew he had this financial interest.

28. By, while serving as a Hubbardston municipal employee, having to his knowledge a financial interest in the contract between the Town and Oakley Construction for installation of the steel door, Chatigny violated § 20.

§ 23(b)(4)

29. Section 23(b)(4) prohibits a municipal employee from knowingly, or with reason to know, presenting a false or fraudulent claim to his employer for any payment or

benefit of substantial value².

30. The Town is Chatigny's employer.

31. A proposal to do work for payment submitted to a municipality is a claim for a payment or benefit within the meaning of § 23(b)(4).

32. The Oakley Construction and Pioneer Services proposals to install the steel door in the police station submitted to the Town were claims for payment or benefit presented to Chatigny's employer.

33. The Oakley Construction's and Pioneer Services' claims for payment or benefit were of substantial value because the proposals were each over \$50.

34. Chatigny knew the Pioneer Services claim or benefit was false or fraudulent because Pioneer Services was not an existing business and Chatigny intentionally issued the proposal using a fictitious name to hide his fraud.

35. Chatigny submitted the phony higher-priced Pioneer Services proposal to the Town in order to cause the Town to award the steel door installation contract to Oakley Construction at its proposed price. Chatigny's subterfuge eliminated competition from the process and defeated the Town's purpose in seeking three quotes for the work.

36. By submitting to the Town a false higher-priced proposal from Pioneer Services for the installation of the steel door than the proposal submitted by Oakley Construction, Chatigny knowingly submitted a false or fraudulent claim to his employer

² "Substantial value" is \$50 or more. 930 CMR 5.05.

for a payment or benefit of substantial value. By so doing, Chatigny violated § 23(b)(4).

Slade Building Roof Repair

Facts

37. In or about December 2016, the Hubbardston Town Administrator requested that Chatigny obtain three bids to repair the roof on the Slade Building (“roof repairs”).

38. Chatigny drafted and submitted an \$11,221 proposal for the roof repairs from his defunct company, Pioneer Services. The December 29, 2016 proposal identified the fictitious “Jason Bergeron” as offering the proposal on behalf of Pioneer Services.

39. Chatigny asked his son to develop an estimate for Oakley Construction to make the roof repairs. On or about January 14, 2017, and on Oakley Construction letterhead, Chatigny’s son wrote, signed and submitted a proposal of \$8,690 to the Town for the roof repairs.

40. The Town accepted Oakley Construction’s \$8,690 proposal for the roof repairs on January 31, 2017. Chatigny then sought prepayment of \$4,345 for the roof repairs from the Town Administrator, who referred Chatigny to the Town Accountant.

41. Chatigny requested to meet with the Town Accountant in the police station conference room/lunchroom. Upon the Town Accountant’s arrival, Chatigny, who was on duty and in uniform, sought prepayment to Oakley Construction for the roof repairs. The Town Accountant refused to make prepayment citing the Massachusetts General Laws.

42. The Town Administrator cancelled the roof repairs contract with Oakley Construction before any work was performed and the Town did not make any payment to

Oakley Construction.

§ 20

43. The contract between the Town and Oakley Construction for the Slade Building roof repairs was a contract made by a municipal agency of the Town in which the Town was an interested party.

44. As owner of Oakley Construction, Chatigny had a direct financial interest in the contract between the Town and Oakley Construction for the roof repairs. Chatigny knew he had this financial interest.

45. By, while serving as a Hubbardston municipal employee, having to his knowledge a financial interest in the roof repairs contract, Chatigny violated § 20.

§ 23(b)(2)(ii)

46. 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 for himself or others unwarranted privileges or exemptions which are of substantial value and which are not properly available to similarly situated individuals.

47. Chatigny used his official position as a police officer by meeting with the Town Accountant while on duty, in uniform and in the police station conference room/lunchroom, a location to which he had special access as a police officer.

48. Chatigny's meeting the Town Accountant in the police station for the purpose of obtaining prepayment for a construction job was a use of Chatigny's official position as a police officer for his own private advantage not only because he was on duty, in uniform and at his place of employment, but also because police officers command authority as armed enforcers of the law which can be intimidating or

threatening to others.

49. In so acting, Chatigny knew or had reason to know that he was using his official position to secure for himself an unwarranted privilege that was not properly available to him or similarly situated individuals because: (1) having previously attempted to secure a similar prepayment, he was on notice that such prepayments are prohibited; and (2) as a long-time municipal employee, he knew or should have known that the law prohibits public employees from using their official positions for personal business or private gain.

50. The unwarranted privilege was of substantial value because the prepayment Chatigny attempted to secure was over \$50.

51. Therefore, by using his position as a police officer in his attempt to secure prepayment from the Town Accountant to Oakley Construction for the Slade Building roof repairs, Chatigny knowingly or with reason to know used his official position to secure an unwarranted privilege of substantial value not properly available to similarly situated individuals. In so doing, Chatigny violated § 23(b)(2)(ii),

§ 23(b)(4)

52. The Oakley Construction and Pioneer Services proposals submitted to the Town to perform the Slade Building roof repairs were claims for payment or benefits presented to Chatigny's employer.

53. Chatigny knew the Pioneer Services claim for payment or benefit was false or fraudulent because Pioneer Services was not an existing business and Chatigny intentionally submitted the proposal using a fictitious name to hide his fraud.

54. Chatigny submitted the phony higher-priced Pioneer Services proposal to

the Town in order to cause the Town to award the roof repair contract to Oakley Construction at its proposed price. Chatigny's subterfuge eliminated competition from the process and defeated the Town's purpose in seeking three quotes for the work.

55. By submitting to the Town a false higher-priced proposal from Pioneer Services for the Slade Building roof repairs than the proposal submitted by Oakley Construction, Chatigny knowingly submitted a false or fraudulent claim to his employer for a payment or benefit of substantial value. By so doing, Chatigny violated § 23(b)(4).

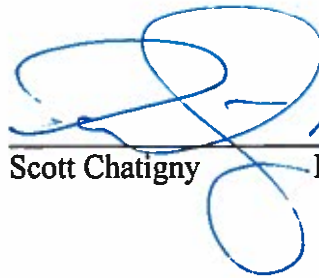
Resolution

In view of the foregoing violations of G.L. c. 268A by Chatigny, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Chatigny:

- (1) that Chatigny pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$10,000 as a civil penalty for violating G.L. c. 268A, §§ 20, 23(b)(2)(ii) and 23(b)(4); and
- (2) that Chatigny 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, Chatigny acknowledges that he has personally read this Disposition Agreement, that it is a public document, and that he agrees to all of the terms

and conditions herein.



Scott Chatigny Date 12/09/20

STATE ETHICS COMMISSION



David A. Wilson Date 1/13/21
Executive Director