

BEFORE THE DIRECTOR  
OF THE  
OFFICE OF CAMPAIGN FINANCE  
D. C. BOARD OF ELECTIONS AND ETHICS  
2000 14TH STREET, N. W., SUITE 420  
WASHINGTON, D. C. 20009  
(202) 671-0550

IN THE MATTER OF )  
)  
**Neal Drobenare** )  
**(former) Deputy Director** )  
**Development Finance Division** )  
**(and former)** )  
**Chief Operating Officer** )  
**Department of Housing and** )  
**Community Development** )  
**801 North Capitol Street, N.E.** )  
**Washington, D.C. 20002** )

DATE: March 7, 2002  
DOCKET NO.: PI 2001-102

**ORDER**

**Statement of the Matter**

This matter arises out of a complaint officially received by the Office of Campaign Finance (OCF) on October 25, 2001. Stanley Jackson, then Acting Director of the D.C. Department of Housing and Community Development, formally requested the Office of Campaign Finance to investigate and determine whether one of his subordinates may have violated the District of Columbia personnel regulations at Chapter 18, "Employee Conduct," of the District Personnel Manual (DPM) (Standards of Conduct). Mr. Jackson asked OCF to probe whether Neal Drobenare, (former) Deputy Director of the Development Finance Division and (former) Chief Operating Officer of the D.C. Department of Housing and Community Development, engaged in any act which constituted or appeared to constitute

a conflict of interest. Specifically, Mr. Jackson believed that Mr. Drobenare, a member, by virtue of his government positions, of the Loan Committee, which awards monies to requesting D.C. housing developers, may have compromised the public's confidence in D.C. government when he allegedly failed to reveal a social relationship with the sister of one of the loan applicants.

## **Issue**

Whether Neal Drobenare violated §§1803.1(d) and (f), and §1805.3, of the Standards of Conduct, when he allegedly maintained a social relationship with Lita Wain, the sister of Leith Wain, who was an applicant before the agency's Loan Committee, for housing development monies dispensed thereby, of which Neal Drobenare was a member.

**Background** On October 25, 2001, after review of the complaint submitted by Mr. Jackson, OCF initiated an investigation into this matter, pursuant to the D.C. Office of Personnel Standards of Conduct (Standards). On October 26, 2001, OCF dispatched letters to Mr. Jackson and Robert P. Trout, Esq., on behalf of Neal Drobenare, to so advise and to request additional information, if any, relevant to this matter, no later than November 9, 2001. See Attachments A-C.

On November 9, 2001, OCF did not receive any additional information from Mr. Jackson and sought information on this matter from other parties. Letters were dispatched to Milton Bailey, former Director of DHCD; Dena Reed, Chief of the Office of the Corporation Counsel's Economic Development Section's Commercial Division and counsel to the DHCD Director; Jerry L. Williamson, Chief of the Development Finance Division at DHCD; and George Dines, DHCD Comptroller and member of the DHCD Loan Committee, asking for additional or any information they may have concerning this matter, no later than November 20, 2001; because, in conjunction with their DHCD positions, the latter three (3) served as co-members of the DHCD Loan Committee with Mr. Drobenare.

Upon telephonic grant of an extension therefor, Mr. Trout submitted Mr. Drobenare's response on November 13, 2001. Incorporated in his response were affidavits from Mr. Drobenare; Mr. Bailey; and, Zoreana Barnes, former General Counsel to the District of Columbia Housing Finance Agency (HFA), prior to June 23, 2000, when Mr. Drobenare served as an HFA Public Finance Manager. On the same date, Mr. Bailey directly submitted his response. Ms. Reed submitted her response on November 16, 2001, and

Mr. Williamson submitted his response on November 21, 2001. Upon further grant of an extension therefor, Mr. Dines submitted his response on December 3, 2001. See Attachments D-H.

On December 6, 2001, OCF informed Leith Wain, the brother of Lita Wain, and the housing project co-developer, whose loan request had been subject to review by Mr. Drobenare, of the instant investigation and requested him to provide OCF with any relevant information regarding this matter, not later than December 14, 2001. Upon telephonic grant of an extension therefor, Mr. Wain submitted his response, through his counsel, Kelly B. Kramer, Esq., on December 19, 2001. See Attachment I.

On January 11, 2002, OCF issued notices of hearings to Neal Drobenare, Jerry Williamson, Zoreana Barnes, Milton Bailey, Leith Wain, and Nicholas P. Sussillo, who first suspected the alleged conflict or apparent conflict of interest by Mr. Drobenare. A similar notice was issued to Dena C. Reed and George B. Dines, Jr. Mr. Williamson and Mr. Sussillo appeared on January 18, 2002; Ms. Barnes and Mr. Bailey also appeared on January 18, 2002, accompanied by Harry T. Alexander, Esq., General Counsel to HFA. Mr. Drobenare, accompanied by Mr. Trout, and Mr. Dines appeared on January 23, 2002. Mr. Wain, accompanied by Mr. Kramer, and Ms. Reed appeared on January 25, 2002. See Attachments J-L.

The scope of the OCF investigation encompassed reviewing, evaluating, and comparing all submitted information, in light of the Standards; research; and in-house meetings. The investigation was completed on January 25, 2002.

**Relevant Regulatory Provisions - Standards of Conduct** At §1800.1, it reads, "Employees of the District government shall at all times maintain a high level of ethical conduct in connection with the performance of official duties, and shall refrain from taking, ordering, or participating in any official action which would adversely affect the confidence of the public in the integrity of the District government."

At §1800.3, it reads, "No employee of the District government shall engage in outside employment or private business activity or have any direct or indirect financial interest that conflicts or would appear to conflict with the fair, impartial, and objective performance of officially assigned duties and responsibilities."

At §1801.2, it reads, in part, "When, after consideration of the explanation of the employee, the Board of Elections and Ethics. . .decides that remedial action is required regarding any

matter covered under this chapter, appropriate action shall be immediately taken or ordered. Remedial action may include, but shall not be limited to, the following:

"(a) Changes in assigned duties;"(b) Divestment by the employee of his or her conflicting interest;"

"(c ) Corrective or adverse action pursuant to D. C. Code §1-617.1(d) (1981); or"(d) Disqualification for a particular assignment."At §1802.1, it reads, in part, "In accordance with D. C. Code §1-619.3(e) (1981), enforcement of this chapter shall, consistent with the regulations set forth herein, be the responsibility of each agency head, except that enforcement for the following persons shall be the responsibility of the D. C. Board of Elections and Ethics:"(a) The Mayor, the Chairman and each member of the Council, the President and each Member of the Board of Education, members of boards and commissions as provided in subsection (a) of Section 602 of the District of Columbia Campaign Finance Reform and Conflict of Interest Act. . .; and "(b) Employees in the Executive

Service, and persons appointed under the authority of D. C. Code §§1-610.1 through 1-610.3 (1981) (and paid at a rate of DS-13 or above in the District Schedule or comparable compensation), or designated in D. C. Code §1-610.8 (1981). At §1803.1, it reads, in pertinent part: "An employee shall avoid action, whether or not specifically prohibited by this chapter, which might result in, or create the appearance of. . .(d) [l]osing complete independence or impartiality [or] (f) [a]ffecting adversely the confidence of the public in the integrity of government."

At §1803.7, it reads, in pertinent part: "An employee shall report directly and without undue delay to his or her agency head and to the Office of the Inspector General of the District of Columbia any information concerning conduct which he or she knows, or should reasonably know, involves. . .conflict of interest:

"(a) On the part of another District employee, which concerns that person's employment or office; or

"(b) On the part of a person dealing with the District government, which concerns that person's dealings with the District government."

At §1805.3, it reads, "A District employee who is called upon to act for or on behalf of the District government in a matter relating to or involving a non-governmental entity in which the employee or a member of the employee's immediate family has a financial interest,

shall make this fact known to his or her immediate supervisor, in writing, at the earliest possible moment. The head of the employing D.C. agency shall subsequently determine whether or not the employee must divest himself or herself of such interest, or merely disqualify himself or herself from taking part in any official decision or action involving the matter."

**Summary of Evidence**In support of his complaint, Mr. Jackson submits, inter alia, that Nicholas P. Sussillo, a DHCD Project Manager, who knew about the particular health and status of a female friend of Neal Drobenare, who was serving as Deputy Director of the Development Finance Division and as DHCD CEO, overheard a conversation about the particular health and status of Lita Wain, the sister of Leith Wain, a housing co-developer who had received a loan of almost \$3,000,000 from the DHCD Loan Committee, upon which Mr. Drobenare sat; suspected that Mr. Drobenare's female friend was Lita Wain; and was concerned that Mr. Drobenare failed to make a full disclosure to anyone at DHCD in regard to his relationship, thus giving rise to a potential conflict of interest because of his involvement with the project. Attachment A.

Enclosed with his complaint is a memorandum from Dena C. Reed, Chief of the Economic Development Section's Commercial Division and the Corporation

Counsel attorney serving DHCD. Therein, Ms. Reed reported, inter alia, that she questioned Mr. Drobenare regarding this matter and discovered that Lita Wain was the female friend of whom he spoke to Mr. Sussillo. She added that, although Mr. Drobenare stated that he had informed Milton J. Bailey, the former DHCD Director, of his relationship with Ms. Wain, he failed to apprise Mr. Williamson or Mr. Sussillo thereof. Id.

Also enclosed is the Loan Committee Voting Sheet, dated May 14, 2001, on the Leith Wain project, Huntwood Apartments, wherein it is noted that Neal Drobenare abstained. Notwithstanding, Ms. Reed stated that Mr. Drobenare was the direct supervisor to Mr. Sussillo, the project manager responsible for the underwriting and management of the Leith Wain project through the loan and development stages, and he was actively involved in the underwriting review, problem solving and negotiation of the loan through the legal sufficiency process. She opined that there was ". . . the appearance of a conflict of interest in Mr. Drobenare's failure to disclose to the loan committee his personal relationship with the sister of a principal on the development team, the conflict of interest officer, or the Department's legal counsel (for an opinion and resolution of a real or apparent conflict of interest)." She further opined that "[t]his failure, coupled with his participation in the approval review of the loan committee and his managerial participation in the loan closing logistics and problem-solving, reveal behavior by a management level, policy-making, and contract negotiating employee that supports a finding that his conduct did 'adversely affect the confidence of the public in the integrity of the District government.'" Id.

At Tabs 1-3 of his complaint, Mr. Jackson attached a memorandum from Mr. Williamson, wherein he relates what Mr. Sussillo told him; and two (2) memoranda written by Mr. Sussillo relating the incidents in question. At Tab 4, the voting sheet is again listed. At Tab 5, Mr. Williamson memorialized that he was unaware of any relationship that Mr. Drobenare may have had with Leith Wain and Terry Green, the developers of the Huntwood Apartments project. Id.

At Tab 6, Mr. Drobenare memorialized that he did not have a conflict or apparent conflict of interest in this matter because he sought advice while at HFA, then under the direction of Milton J. Bailey, and was informed that none existed. He wrote that he again asked Mr. Bailey about a conflict or apparent conflict of interest when he accompanied Mr. Bailey, who became DHCD Director in June 2000, as his CEO, and became involved in reviewing Leith Wain's projects for DHCD. Mr. Bailey responded that there was not a conflict or apparent conflict of interest on his part in any negotiations concerning Leith Wain, simply because he was a good friend to Lita Wain. Id.

Responses from Mr. Drobenare's counsel at the time, Kathy S. Ghiladi, Esq. of Feldesman, Tucker, Leifer, Fidell and Bank, LLP of Washington, D.C., are listed at Tabs 7-8. Ms. Ghiladi pointed out that Mr. Drobenare disclosed his friendship with Lita Wain on at least two (2) occasions to Mr. Bailey, when he was

employed with him at HFA and when he was employed with him at DHCD; he abstained from the decision-making process; he refrained from unduly influencing other employees who were responsible for making the decision; and that he did not have any financial interest in any of the Wains' business ventures, nor any familial relationship with the Wains personally. Ms. Ghiladi opined, therefore, that Mr. Drobenare did not commit any act under which a charge of conflict or apparent conflict of interest could be ascertained. Id.

Second, Mr. Jackson relies upon the testimony given by Jerry Williamson, Chief of the DCHD Development Finance Division, on January 18, 2002. Mr. Williamson described a loan process distinctively different for Leith Wain's projects. He stated that Mr. Drobenare, contrary to the regular process where a project is sent directly to the DHCD Director or to him, as Deputy Director solicited Leith Wain's Huntwood Apartments project. Attachment J at 13-14. Mr. Williamson said that ". . .it's important to understand that the nature of the business [of DHCD] and the responsibility that [he has] is that there should be an arms length transactional experience with the developers, because [they] control a lot of money and the access to those funds." Id. at 18. Mr. Williamson continued that ". . .the public confidence would be jeopardized and compromised by any close relationship that is not disclosed by persons holding that kind of power." Id. He said that "Mr. Drobenare, specifically with this loan, every time it got off track, from bog down to slowdown, he would shepherd it back on. So, he had some – and I didn't realize it at the time, a specific interest in moving this particular loan forward and moving it on a fast track." Id. Mr. Williamson stated that he had no idea that Mr. Drobenare, who was his supervisor, was involved in any way with Lita Wain. Id. at 19-20.

Third, Mr. Jackson relies upon the testimony given by Nicholas P. Sussillo, Project Manager, also on January 18, 2002. Mr. Sussillo confirmed that which he had noted in his memoranda, but he described the Development Finance Division as a "department [that could not] properly staff up to the level at which it [could] appropriately execute the professional due diligence and spend the amount of federal dollars, , , provided. . .[a]nd so [they] are continually at pressure points coming up to a [HUD] report." Id. at 75. As a result of that situation, Mr. Sussillo stated that Mr. Drobenare became the "de facto" division head and assembled an "A-team" of project managers, of which he was one, to process and prepare project requests by developers to receive funding to build housing in the city. Id. at 76. He further stated that Mr. Drobenare was a "hands-on manager" and he ". . .did not perceive he was taking a special interest [in the Wain's Huntwood Apartments loan request]." Id. at 85. Mr. Sussillo explained that Mr. Drobenare was not unusually involved in the Wain request, but that he ". . .did some very significant guidance which was appropriate for his position, but may or may not have been given the relationship that he may have had with the owner's sister." Id. at 86.

Fourth, Mr. Jackson relies upon the testimony given by his legal counsel, Dena Reed, on January 25 2002. See Attachment L. Ms. Reed stated that "[t]here were several issues that came up with the [Wain project], and whenever the issues came up, Mr. Drobenare was the one who would come to me or the attorney I had assigned to it with his concerns that it was going to be derailed, or some way of resolving the issue. . .[I]t got to the point that he was so involved in it." Id. at 46-47. Ms. Reed further stated that she was concerned about Mr. Drobenare's observed involvement with the Wain project and that, in her opinion, certain requirements were overlooked. Id. at 52-53. Upon hearing about Mr. Drobenare's relationship with Lita Wain from Mr. Sussillo, and because of the manner in which he moved the Wain project, Ms. Reed immediately contacted her ethics officer, Polly Rich, who saw a possible conflict, after Ms. Reed recounted the situation to her. Id. at 54-55. As a result of Mr. Drobenare's involvement with another loan request from Mr. Wain, the Chesapeake and Knox Apartment Buildings, Ms. Reed requested the reassignment of that project to staff members who hadn't any knowledge of the previous loan processing. Id. at 38.

Mr. Drobenare submits in his November 13, 2001, response that he did not have any direct or indirect financial interest in the Huntwood Apartments project, nor any other project in which Lita or Leith Wain had a financial interest, and that he did not benefit personally or financially from the approval of the loan for any such project; and that he did not have a family relationship with either of the Wains or with anyone else who had a financial interest in the Huntwood Apartments project or any other project developed by the Wains. See Attachment D.

Mr. Drobenare elucidated that at HFA, prior to his employment at DHCD in June 2000, he dated Lita Wain for a few months and that he had a non-intimate relationship. He said that,

by the time of his employment at DHCD, they were simply friends. Mr. Drobenare clarified that he spoke with Milton J. Bailey, then his supervisor at HFA, and with HFA's General Counsel, Zoreana Barnes, about his relationship with Ms. Wain: both expressed the view that there was not any conflict on his part. Moreover, after his arrival at DHCD and upon the resumption of business relations with the Wain project, Huntwood Apartments, he reminded Mr. Bailey, who was then DHCD Director of his concern: Mr. Bailey again expressed the view that there was not any conflict on his. Relying thereon, Mr. Drobenare participated in various aspects of the loan approval process for the Wain's Huntwood Apartments project, although he abstained from the vote of the loan committee, as a precaution. Id. Mr. Drobenare attaches the verified affidavits of Mr. Bailey and Ms. Barnes as confirmation of their statements to him. Id. Mr. Bailey and Ms. Barnes, accompanied by Mr. Alexander, their General Counsel, testified thereto on January 18, 2002. See Attachment J.

Mr. Drobenare relies upon his testimony given on January 23, 2002, which was consistent with his statements in his response. He stated he was friends with the

Wains; that part of his job was to research companies and instill interest in developers for the city; and he disclosed the relationships to his superiors. See Attachment K at 22. Mr. Trout, Mr. Drobenare's counsel, argued that Mr. Drobenare simply had a friendship with Lita Wain: one which he made no effort to hide and one which did not give rise to a conflict or apparent conflict of interest because he did not have a financial or familial relationship with Lita or Leith Wain; and that he did not try to influence any member of the DHCD Loan Committee or anyone else to approve Leith Wain's requests. Id. at 6-9.

On January 23, 2002, OCF solicited the testimony of George Dines, Jr., DHCD Comptroller. Id. at 71. Mr. Dines testified that the Wain loan appeared to be processed in a regular manner and that Mr. Drobenare's participation in the discussion during the meeting of the Loan Committee thereon was minimal. Id. at 76 & 79.

On January 25, 2002, OCF solicited the testimony of Leith Wain, the brother of Lita Wain and a co-developer of the Huntwood Apartments project, who was accompanied by Mr. Kramer. Mr. Wain stated that he was unaware of Mr. Drobenare's involvement in the approval of his loan for the Huntwood Apartments project. See Attachment L at 13. He acknowledged that Mr. Drobenare and his sister had a social relationship, but that they were simply friends. Id. at 26-27. He said that Mr. Drobenare was not a familial or business contact with him or his sister, and that Mr. Drobenare did not receive any financial gain from his business. Id. at 18-20.

Additionally, OCF relies upon the Financial Disclosure Statement, filed by Neal Drobenare on May 10, 2001. See Attachment M.

### **Findings of Fact**

Having reviewed the allegations, respondent's answers, and the entire record, I find:

1. Prior to June 1, 2000, Drobenare served as Public Finance Manager of the D.C. Housing Finance Agency (HFA) and was supervised by Milton Bailey (Bailey), HFA Director. Attachment D at Bailey Affidavit.
2. From June 1, 2000 through July 2001, Neal Drobenare (Drobenare) served at DHCD as Chief Operating Officer (CEO), and at sometime therein Deputy Director of the Development Finance Division, and was supervised by Bailey, DHCD Director. Attachments E, L at 70, & M.
3. From August 2001 through sometime in January 2002, Drobenare served in the same DHCD positions, and was supervised by Stanley Jackson, Acting DHCD Director. Id.
4. As HFA Public Finance Manager and as DHCD CEO, Drobenare was responsible for reviewing, ensuring the processing and making recommendations with respect to requests for the financing of development projects. Attachment D at Bailey Affidavit.



5. Drobenare was encouraged by Bailey to solicit businesses with stable projects to obtain loans for city housing projects. See Attachment K at 20-22; see also Attachment J at 58-59.
6. Drobenare had friendships with developers who had business before HFA or DHCD. Id.; see also Attachment D at Drobenare Affidavit.
7. While at HFA, Drobenare had the opportunity to meet Leith Wain (Wain), a co-developer of projects which were pending HFA approval, and his sister, Lita Wain. Id.
8. Drobenare was not related to the Wains. Attachment K at 57
9. Drobenare did not have any financial interest in the Wain business. Id.
10. At some point after meeting each other, and for a couple of months, Drobenare and Lita Wain would together go to a movie or to dinner. Attachment D at Drobenare Affidavit.
11. During the time that Drobenare was accompanying Lita Wain to a movie or to dinner, he sought advice from his superior, Bailey, and from his General Counsel, Zoreana Barnes (Barnes), as to whether his conduct would constitute a conflict or a potential conflict of interest. Id.
12. Bailey and Barnes informed Drobenare that his conduct did not constitute a conflict or a potential conflict of interest. Attachment D at Bailey and Barnes Affidavits; Attachment J at 36-38 & 56-61.
13. Upon Drobenare's arrival at DHCD in June 2000, he had ceased accompanying Lita Wain to a movie or to dinner and was simply a friend to her. Attachment D at Drobenare Affidavit.
14. As at HFA, Drobenare was encouraged by Bailey to solicit businesses with stable projects to obtain loans for city housing projects from DHCD. See Attachment D.
15. Because he was familiar with the quality of his projects, Drobenare requested Wain to apply for a loan for a multi-family development. See Attachments D, and L at 15.
16. Wain, as a co-developer, applied for a loan for the Huntwood Apartments project. Attachment L at 14-16.
17. Drobenare participated fully and thoroughly in the review and preparation of the Wain loan package for the DHCD Loan Committee. See Attachments J & L.
18. Upon vote of the DHCD Loan Committee on May 14, 2001, Wain received a loan for almost \$3,000,000 for the development of the Huntwood Apartments. Attachment A at Tab 4.
19. At the time of the solicitation, review and vote on the Huntwood Apartments project, Drobenare was still friendly with Lita Wain and was still concerned as to whether his conduct constituted a conflict or a potential conflict of interest. Attachment D at Drobenare Affidavit.
20. Once again, Drobenare sought the advice of Bailey, his superior, in this matter. Id. & at Bailey Affidavit.
21. Bailey again informed Drobenare that his conduct did not place him in a conflict or apparent conflict situation. Id.
22. Drobenare did not modify his conduct with regard to Lita Wain. Id.
23. However, Drobenare abstained from the May 14, 2001 vote to award a \$3,000,000 loan to Wain for the development of the Huntwood Apartments. Attachment A at Tab 4.
24. Drobenare did not attempt to influence any of the DHCD Loan Committee members with regard to the Wain loan. Attachments D, J, K & L.
25. Drobenare did not have any contact with the project after the award. See Attachment D.

26. Bailey returned to HFA as Director in July 2001. Attachment E.
27. In late July 2001, Nicholas Sussillo (Sussillo), the Huntwood Apartments project manager, discovered that Drobenare and Lita Wain were social friends. Attachments A, at Tab 2, & J at 88.
28. In August 2001, Sussillo reported to Jerry Williamson and Dena Reed that Drobenare and Lita Wain were social friends and the possibility of a conflict or appearance of a conflict of interest by Drobenare because of his involvement on the Wain loan. Id.
29. Other members of the Loan Committee and DHCD staff also became aware that Drobenare and Lita Wain were social friends. Attachment K at 84-86.
30. Notwithstanding Drobenare's input into the contractual processing of the Wain loan, the record was devoid of any evidence to indicate that the contract was not awarded on its merits. Attachments J at 88-89, K at 79-83, L at 52-53.

**Conclusions of Law** Based upon the record and evidence, I therefore conclude:

1. As an employee of the District of Columbia, Neal Drobenare is subject to the enforcement provisions of the Standards of Conduct at §§1800 et seq.
2. Neal DDCDDNeal DDdrobenare was not required to disclose his social relationship with Lita Wain, pursuant to §1805.3 of the Standards of Conduct, because he was not related to Leith or Lita Wain and he did not have a financial interest in the business of either Wain.
3. Neal Drobenare disclosed to his superior, Milton Bailey, the DHCD Director, a social relationship with Lita Wain, the sister of Leith Wain, a recipient of an almost \$3,000,000 housing development loan, solicited by and prepared with significant input from Neal Drobenare, for review by the DHCD Loan Committee, over which Neal Drobenare is chairperson, and upon which he abstained from voting.
4. Any obligation to disclose, at a minimum, to the DHCD Loan Committee, the social relationship with Lita Wain, the sister of Leith Wain, who was the co-recipient of an almost \$3,000,000 housing development loan, solicited by and prepared with significant input from Neal Drobenare, for review by the DHCD Loan Committee, over which he was chairperson, and notwithstanding that he abstained from voting, was extinguished when he sought and received advice from his superior, Milton Bailey.
5. Because of Drobenare's social relationship with Lita Wain, the sister of Leith Wain, the co-recipient of the almost \$3,000,000 housing development loan, his solicitation and preparation for review of the contract by the DHCD Loan Committee, over which he was chairperson, and notwithstanding that he abstained from voting, created the appearance of his losing complete independence or impartiality in this action, pursuant to §1803.1(d) of the Standards of Conduct.
6. Because of Drobenare's social relationship with Lita Wain, the sister of Leith Wain, the co-recipient of the almost \$3,000,000 housing development loan, his solicitation and preparation for review of the contract by the DHCD Loan Committee, over which he was chairperson, and notwithstanding that he abstained from voting, constituted conduct which affected adversely the confidence of the public in the integrity of government, pursuant to §1803.1(f) of the Standards of Conduct.

**Recommendation** hereby recommend the Director to admonish Neal Drobenare for his failure to adhere to §§1803.1(d) and (f) of the Standards of Conduct, in light of the social relationship he shared with Lita Wain, the sister of Leith Wain, who was co-awarded a housing development loan of almost \$3,000,000 from the Loan Committee, on May 14, 2001, based upon the application that was solicited by, and prepared with significant input from, Mr. Drobenare, for review by the Loan Committee, over which Mr. Drobenare was chairperson, notwithstanding that he abstained from voting, because the conduct created the appearance that Mr. Drobenare lost complete independence or impartiality in his actions regarding the Wain loan and the conduct affected adversely the confidence of the public in the integrity of government.

By virtue of the fact that he is no longer employed at DHCD, Mr. Drobenare has been removed from the environment which resulted in the prohibited conduct. Had Mr. Drobenare remained an employee of DHCD, it would have been my recommendation that the Director advise the agency head to change his assigned duties or disqualify him for a particular assignment, pursuant to §§1801.2(a) and (d).

I finally recommend the Director to advise Mr. Drobenare to avail himself of the resources made available through the Ethics Counselor, with respect to any future employee conduct issues, pursuant to §1812 of the Standards of Conduct.

Kathy S. Williams  
General Counsel

## **ORDER OF THE DIRECTOR**

I hereby admonish Neal Drobenare for his failure to adhere to §§1803.1(d) and (f) of the Standards of Conduct, in light of the social relationship he shared with Lita Wain, the sister of Leith Wain, who was co-awarded a housing development loan of almost \$3,000,000 from the Loan Committee, on May 14, 2001, based upon the application that was solicited by, and prepared with significant input from, Mr. Drobenare, for review by the Loan Committee, over which Mr. Drobenare was chairperson, notwithstanding that he abstained from voting, because the conduct created the appearance that Mr. Drobenare lost complete independence or impartiality in his actions regarding the Wain loan and the conduct affected adversely the confidence of the public in the integrity of government.

By virtue of the fact that he is no longer employed at DHCD, Mr. Drobenare has been removed from the environment which resulted in the prohibited conduct. Had Mr. Drobenare remained an employee of DHCD, I would have advised the agency head to change Mr. Drobenare's assigned duties or disqualify him for a particular assignment, pursuant to §§1801.2(a) and (d).

I finally advise Mr. Drobenare to avail himself of the resources made available through the Ethics Counselor, with respect to any future employee conduct issues, pursuant to §1812 of the Standards of Conduct.

Cecily E. Collier-Montgomery  
Director

**SERVICE OF ORDER**

This is to certify that I have delivered a true copy of the foregoing Order.

Stanley Jackson  
Director  
Department of Housing and Community  
Development (DHCD)  
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