

COMMONWEALTH OF MASSACHUSETTS
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 18-0006

IN THE MATTER

OF

SHARON NAPIER

DISPOSITION AGREEMENT

The State Ethics Commission (“Commission”) and Sharon Napier (“Napier”) 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 15, 2016, 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 Napier. On December 21, 2017, the Commission concluded its inquiry and found reasonable cause to believe that Napier violated G.L. c. 268A, §§ 20 and 23(b)(3).

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

Housing Inspection Services

Findings of Fact

1. During the relevant time, Napier, a resident of Quincy, was the Hingham Housing Authority (“Housing Authority”) Executive Director. The Housing Authority Board was her appointing authority.

2. In March 2006, Napier and Patrick Rossetti (“Rossetti”) organized Housing Inspection Services, LLC (“HIS, LLC”), a limited liability company, to inspect Section 8 and other housing. Napier was the manager of HIS, LLC.

3. Napier and Rossetti were good friends at all relevant times.

4. On or about November 9, 2006, HIS, LLC entered into contract with the Housing Authority to conduct housing inspections of Housing Authority units. Rossetti signed the contract as HIS, LLC Vice President and personally performed the housing inspections.

5. On January 1, 2007, Rossetti and Napier executed a notarized “General Notice of Limited Liability Company Dissolution,” which purported to dissolve HIS, LLC.

6. Napier’s tax records do not show any income from HIS, LLC after 2007.

7. The Secretary of the Commonwealth involuntarily dissolved HIS, LLC on April 19, 2011.

8. The Housing Authority Board appointed Napier Executive Director of the Housing Authority in December 2011.

9. Rossetti, doing business as HIS, was still performing housing inspections of Housing Authority units as of December 2011, and continued to perform the inspections through 2015.

10. From 2012-2015, Napier, as Housing Authority Executive Director, approved payments and co-signed approximately \$22,000 in checks to HIS for performing housing inspections of Housing Authority units.

11. Napier did not file any written disclosures with her appointing authority, the Housing Authority Board, regarding her relationship with HIS or Rossetti.

Conclusions of Law

12. Section 23(b)(3) of G.L. c. 268A prohibits a municipal employee from knowingly, or with reason to know, acting in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person. The section further provides that it shall be unreasonable to so conclude if such officer or employee has disclosed in writing to his appointing authority or, if no appointing authority exists, discloses in a manner, which is public in nature, the facts which would otherwise lead to such a conclusion.

13. As the Housing Authority Executive Director, Napier was a municipal employee as defined by G.L. c. 268A, § 1.

14. By, as Housing Authority Executive Director, approving payments and co-signing checks to HIS, Napier knowingly or with reason to know, acted in a manner, which would cause a reasonable person having knowledge of all the relevant circumstances, to conclude that HIS and/or Rossetti could unduly enjoy Napier's favor in the performance of her official Housing Authority duties. Napier did not file a disclosure with her appointing authority, the Housing Authority Board, to dispel this appearance of a conflict of interest. In so acting, Napier violated G.L. c. 268A, § 23(b)(3).

Lottery Contract

Findings of Fact

15. In 2006, the Housing Authority entered into a contract with Ridgewood Partners, LLC to provide lottery services for the sale of three low-to-moderate-income units in a 31-unit

condominium complex in Hingham. Once sold, the units would become part of the Town of Hingham's affordable housing stock. Two units sold in or about 2008.

16. The Housing Authority Board appointed Napier Executive Director of the Housing Authority in December 2011.

17. On August 18, 2015, at a public meeting, which agenda was previously posted, the Housing Authority Board voted unanimously to award a contract to Napier to facilitate the sale of the third unit using a lottery process. The contract stated, in part, the following:

This Lottery Services Agreement (the Agreement") is made on this 18th day of August 2015, by and between the Hingham Housing Authority . . . and Sharon Napier (hereinafter "Ms. Napier"), the Executive Director of HHA, acting as a private person and not employed as the Executive Director of HHA.

18. Napier's fee under lottery contract was \$40/hour. Napier earned approximately \$4,660 for the lottery services she provided.

Conclusions of Law

19. Section 20 of G.L. c. 268A 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 same city or town is an interested party of which financial interest the employee has knowledge or reason to know. There are a number of exemptions in § 20, but none are applicable here.

20. The Housing Authority is a municipal agency, pursuant to G.L. c. 121B, § 7.

21. The Lottery Contract was a contract made by the Housing Authority, a municipal agency of the Town of Hingham, in which the Town of Hingham was an interested party.

22. Napier, as a party to the Lottery Contract for compensation, knew she had a financial interest in the contract.

23. By having a financial interest in the Lottery Contract with the Housing Authority, in which the Town of Hingham was an interested party, while employed as the Housing Authority Executive Director, Napier violated § 20.

24. Napier's financial interest in the Lottery Contract was not permitted or approved under any exemption to § 20, and the contract language "acting as a private person and not employed as the Executive Director of HHA [Hingham Housing Authority]" did not safeguard her from violating § 20.

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

- (1) that Napier pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$2,500 as a civil penalty for violating G.L. c. 268A, §§ 20 and 23(b)(3); and
- (2) that Napier 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, Napier acknowledges that she has personally read this Disposition Agreement, that it is a public document, and that she agrees to all of the terms and conditions therein.

STATE ETHICS COMMISSION


Sharon Napier _____ Date


David A. Wilson _____ Date
Executive Director