UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of Fair Housing and Equal Opportunity

Conciliation Agreement

UNDER

Title VIII of the Civil Rights Act of 1968,
as amended by the Fair Housing Amendments Act of 1988

AND

Voluntary Compliance Agreement

UNDER

Title VI of the Civil Rights Act of 1964

BETWEEN

The United States
Department of Housing and Urban Development

AND

[redacted]
(Complainant)

AND

The Ansonia Housing Authority

(Recipient)

Case Numbers: 01-14-0021-8 (Title VIII), 01-14-0021-6 (Title VI)

A. PARTIES AND SUBJECT PROPERTY

- [redacted] ("Complainant").
- Ansonia Housing Authority ("Recipient").
- The subject property is a portion of a plot of land located at 31 to 105 Olson Drive in Ansonia, Connecticut ("subject property").

B. STATEMENT OF FACTS

Complainant filed a complaint with the United States Department of Housing and Urban Development ("the Department" or "HUD"), in the Office of Fair Housing and Equal Opportunity ("FHEO"). The complaint alleges that Recipient violated §804(a) of the Fair Housing Act ("the Act") as amended, 42 U.S.C. 3601 et seq., on the basis of race. Complainant alleges that Recipient violated of Title VI of the Civil Rights Act of 1964, 42 U.S.C §§ 2000d et seq. Specifically, Complainant alleges that Recipient made housing unavailable by delaying rebuilding of public housing at the subject property.

The subject property was formerly the location of five public housing buildings, with street addresses at 31 to 105 Olson Drive. Recipient has other public housing buildings located on the same parcel of land with addresses of 105 to 165 Olson Drive, and a Community Center at 5 Olson Drive, that are not at issue in the complaint. On June 4, 2012, Recipient received an approval letter (attached as "Exhibit 1") from the Department for the demolition application of the buildings on the subject property. The application indicated that Recipient intended to rebuild forty-eight (48) new units on the subject property. The approval letter contained Fair Housing Requirements as part of the demolition, including but not limited to that the subject property residents will have the right to return following redevelopment, ten percent of the redeveloped units will comply with the Uniform Federal Accessibility Standards, two percent of the units will be designed for visually-impaired individuals, and two percent of the units will be designed for hearing-impaired individuals.

Recipient agrees to settle the claims in the underlying action by entering into this Conciliation Agreement and Voluntary Compliance Agreement ("Agreement"). The Agreement does not constitute an admission by Recipient of a violation of any law, statute, or regulation. This Agreement constitutes complete closure of Complainant's complaint against the Recipient who signs this Agreement.

C. TERM OF AGREEMENT

This Agreement shall govern the conduct of the parties to it for a period of five years from the effective date of the Agreement.

D. EFFECTIVE DATE

1. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Region I Director or her designee.

2. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity Region I of the United States Department of Housing and Urban Development.

E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is entered into voluntarily and is in full settlement of the disputed complaint. The parties agree this is a full settlement of all claims set forth in the disputed complaint between the parties now existing both known and unknown. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

2. Recipient acknowledges that it has an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Recipient further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

3. This Agreement, after the FHEO Region I Director has approved it, is binding upon Complainant, Recipient, their employees, heirs, successors and assigns and all others in active concert with them.

4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Region I Director, it is a public document.

5. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Recipient made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.

6. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification or waiver is approved and signed by the FHEO Region I Director, except for the provisions under part G which only require the prior approval of the FHEO Region 1 Director.

7. The parties and their counsel agree that, in the interest of prompt conclusion of this matter, the execution of this Agreement may be accomplished by the parties' signatures on separate pages with the original executed Signature Pages to be attached to the body of this Agreement to constitute one document.

8. Complainant hereby forever waives, releases, and covenants not to sue the Department or Recipient, its heirs, executors, assigns, agents, employees, insurers, directors, officers, representatives, successors and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 01-14-0021-8 and 01-14-0021-6, or which could have been filed in any action or suit arising from said subject matter.

9. Recipient hereby forever waives, releases, and covenants not to sue the Department or Complainant and their heirs, executors, assigns, agents, employees, insurers, directors, officers, representatives, successors, and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 01-14-0021-8 and 01-14-0021-6, or which could have been filed in any action or suit arising from said subject matter.

F. AFFIRMATIVE RELIEF

1. Recipient promises to refrain from any act that would constitute a violation of the Fair Housing Act.

2. Recipient promises not to retaliate against Complainant or any person who participated in the investigation.

3. Recipient agrees to retain and make available records that would demonstrate that they have complied with the affirmative obligations under this Agreement.

4. Recipient agrees to identify itself as an equal opportunity housing provider in routine advertisements.

5. Within ninety (90) days of the effective date of this Agreement, Recipient staff shall attend a fair housing training course to be conducted by a member of FHEO staff or an appropriate agency. The training shall address Recipient's obligations under the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973. Written approval to attend training offered by another agency must be solicited and obtained from the FHEO Region I Director at least ten (10) days prior to the commencement of the training.

6. Recipient shall address the issue of the redevelopment of the subject property at its regularly scheduled Board of Commissioners meetings and shall list in its agenda, which is published in the usual fashion in advance of the meeting any issues in regard to such redevelopment. Recipient agrees that redevelopment will be discussed on at least a quarterly basis at the meetings, commencing no later than July 2014. Recipient, through the Executive Director, shall provide an update to tenants on redevelopment efforts on at least a quarterly basis and in the Public Session of regularly scheduled Board of Commissioner meetings. Recipient will allow for input in regard to the redevelopment issue with the understanding that any

comments are not binding on Recipient. Copies of meeting minutes of public meetings where redevelopment is discussed shall be submitted to the Department.

G. REDEVELOPMENT OF THE SUBJECT PROPERTY

1. Recipient agrees to make rebuilding of affordable housing on the subject property a priority within the organization and to take all steps within its power and the bounds of the law to advance progress on that goal. The rebuilding of the subject property shall, to the maximum extent feasible, meet the number and type of units as described in the approval for the demolition of the buildings located at 31-105 Olson Drive, as laid out in the June 4, 2012 letter to Recipient from the Department. Due to the complexity of the redevelopment process, Recipient will be able to present alternative proposals to the Department for approval.

    a. To show proof that Recipient has complied with this provision, Recipient shall submit financial feasibility reports, evidence of efforts to secure funding, architectural plans and a description of why certain plans were dismissed, and documentation of any other limitations placed on the redevelopment of the property inhibiting Recipients from meeting the above goal of the "maximum extent feasible."
    b. This provision in no way affects any other statutes, regulations, or other requirements applicable to the redevelopment of the subject property. Specifically, residents from the demolished dwelling units formerly on the subject property retain the right of return upon completion of the new units, and Recipient shall create an Affirmative Fair Housing Marketing Plan that includes a housing market area no smaller than New Haven County.

2. Within ninety (90) days of the effective date of the Agreement, Recipient shall identify and begin the process of applying for funding for the redevelopment of the subject property. Funding options include and are not limited to Recipient's operating or capital funds, LIHTC financing, Replacement Housing Funds, project-based Housing Choice Vouchers, and/or other affordable housing grants and programs. Recipient shall submit evidence of such efforts to the FHEO. The deadline may be extended with prior approval from the FHEO Region I Director.

3. Within ninety (90) days of the effective date of the Agreement, Recipient shall identify and begin forming partnerships with individuals, businesses, and organizations necessary to carry out a mixed finance housing development at the subject property. Recipient shall submit evidence of such efforts to the FHEO. The deadline may be extended with prior approval from the FHEO Region I Director.

4. For the term of this Agreement, Recipient shall submit quarterly reports to FHEO on the first Tuesday in January, April, July, and October, beginning in October 2014, and shall continue for the term of this Agreement or until redevelopment of the subject property has been completed, whichever comes first. The reports shall detail the progress made on rebuilding at the subject property and shall be comprised of a narrative with attachments of any documents

supporting the narrative. The reports are public documents and Recipient shall provide copies at no cost to any individual who makes a request for such copies.

5. Recipient shall have completed construction on the first dwelling unit on the subject property no less than three (3) years from the effective date of the Agreement. The parties acknowledge the complexity of the redevelopment process and recognize that a number of issues may arise, including the availability of funding, which are out of the Recipient's control and may impact the ability to complete this provision on time. The deadline may be extended with prior approval from the FHEO Region I Director. Recipient shall submit evidence to FHEO on the completion of this provision.

H. MONITORING AND REPORTING

The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may conduct inspections, examine witnesses, and copy pertinent records of Recipient. Recipient agrees to provide full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

All documentation required to be submitted to FHEO under the Agreement shall be mailed to:

Susan M. Forward, Region I Director
United States Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Thomas P. O'Neil Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA. 02222-1092

I. CONSEQUENCES OF BREACH

Whenever the Department has reasonable cause to believe that Respondent has breached this Agreement, the matter may be referred to the Attorney General of the United States to commence a civil action in the appropriate U. S. District Court pursuant to §§ 810(c) and 814(b)(2) of the Act. Recipient shall have a right to cure such breach within thirty (30) days of notice of such.

J. SIGNATURES

Troy D. White
Executive Director
Ansonia Housing Authority

5/1/14
Date

[redacted]
Complainant

Date

K. APPROVAL

Susan M. Forward
Region I Director
Office of Fair Housing and Equal Opportunity

Date

J. SIGNATURES

Troy D. White
Executive Director
Ansonia Housing Authority

Date

[redacted]

5/6/14.
Date

K. APPROVAL

Susan M. Forward
Region I Director
Office of Fair Housing and Equal Opportunity

Date

J. SIGNATURES

Troy D. White
Executive Director
Ansonia Housing Authority

Date

[redacted]
Complainant

Date

K. APPROVAL

Susan M. Forward
Region I Director
Office of Fair Housing and Equal Opportunity

5/27/14
Date