

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FAIR HOUSING JUSTICE CENTER,

Plaintiff,

v.

TOWN OF YORKTOWN et al,

Defendants.

Case No. 10-CIV-9337 (KMK)

CONSENT DECREE

This Consent Decree is entered into by and between Plaintiff Fair Housing Justice Center, Inc. (“Plaintiff”) and Defendant Town of Yorktown (“Yorktown” or “Defendant”), by and through their respective counsel (together, the “Parties”).

WHEREAS, on December 5, 2010, Plaintiff filed a Complaint (the “Complaint”), which alleges claims against Yorktown for discrimination on the basis of race and national origin in the administration of Yorktown’s Section 8 Voucher Program and Affordable Housing Program in violation of the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, 42 U.S.C. § 3608 (c) (5); and the Civil Rights Act of 1871, 42 U.S.C. § 1983.

WHEREAS, Yorktown has denied, and continues to deny any and all liability for the claims alleged in the Complaint.

WHEREAS, the Parties have the mutual desire to settle the case and to avoid protracted expenses and unnecessary litigation.

NOW, THEREFORE, it is hereby stipulated and agreed, by and among the Parties, that all claims, shall be compromised, settled, released, and dismissed with prejudice, upon and subject to the terms and conditions of this Consent Decree, as follows:

I. DEFINITIONS

1. As used in this Consent Decree, the following terms shall have the following meanings:

- a. “Action” shall mean *Fair Housing Justice Center, Inc. v. Town of Yorktown, et al.*, 10 CIV 9337, pending in United States District Court for the Southern District of New York.
- b. “Yorktown Section 8 Housing Voucher Program” or the “Program” shall mean the Section 8 Housing Voucher program, which is administered by Yorktown.
- c. “Plaintiff” shall mean the Fair Housing Justice Center, Inc. and its directors, officers, Board members, agents, employees, former employees, and predecessors.
- d. “Defendant” or “Yorktown” shall mean the Town of Yorktown and its directors, officers, Board members, agents, employees, former employees, attorneys, and predecessors.
- e. “Minority” shall mean African-Americans and Hispanics.
- f. “Yorktown’s jurisdiction” shall mean all areas within Westchester and Putnam Counties.
- g. “Effective Date” shall mean the date on which this Consent Decree is approved by the Court.
- h. “Low Poverty Census Tracts” shall mean census tracts in which the percent of families with incomes below the poverty level is equal to or less than 10% based upon the 2000 U.S. Census and American Community Survey, 2005-2010 data.
- i. “Higher Poverty Census Tracts” shall mean census tracts in which the percent of families with incomes below the poverty level is more than 10% based upon the 2000 U.S. Census and American Community Survey, 2005-2010 data.
- j. “Affordable Housing Program” shall mean only the program under which units were built or established before the effective date of Chapter 102 of Yorktown’s Town Code and pursuant to Chapter 300-39 (B) of Yorktown’s Town Code.

II. NO ADMISSION OF FAULT OR LIABILITY

2. This Consent Decree and all negotiations, statements, and proceedings in connection therewith shall not be construed, used, or deemed in any manner as any admission or concession by Yorktown: (a) regarding the validity or enforceability of any of the claims asserted or that could have been asserted in the Complaint; or (b) of any fault, wrongdoing, omission or liability whatsoever with reference to any of the claims asserted or that could have been asserted in the Complaint. This Consent Decree and all negotiations, statements, and proceedings in connection therewith shall not be construed, used, or deemed to be evidence of any admission or concession that Plaintiff has or has not suffered any damages in connection with this Action. This Consent Decree and all negotiations, statements and proceedings in connection therewith shall not be offered or received in evidence against any of the Parties in any civil, criminal or administrative action or proceeding in any court, administrative agency or other tribunal, other than such proceedings as may be necessary to consummate or enforce the Consent Decree, and/or the releases executed pursuant to the Consent Decree. Notwithstanding any of the foregoing, the Consent Decree may be filed in any subsequent action brought against Defendant in order to support a defense or counterclaim by Defendant of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction or any other theory of claim or issue preclusion or similar defense or counterclaim.

III. GENERAL OPERATION OF YORKTOWN HOUSING PROGRAMS

3. Defendant shall comply with the federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.* and the Civil Rights Act of 1871, 42 U.S.C. § 1983, including without limitation by not discriminating on the basis of race, color or national origin and by affirmatively furthering fair housing.

4. Defendant shall administer the Yorktown Section 8 Voucher Program in a manner that makes vouchers available on an equal basis without regard to race, color, or national origin, in compliance with the Fair Housing Act of 1968, as amended 42 U.S.C. § 3601 *et seq.*, as provided by the terms of this Consent Decree and its Section 8 Administrative Plan (“the Plan”).

5. The Program shall be implemented, made available, and marketed to all persons within Yorktown’s jurisdiction as provided by the terms of this Consent Decree and the Plan.

6. Defendant shall not utilize a residency preference in its Section 8 Voucher Program or in its Affordable Housing Program as long as it operates either Program.

7. Defendant shall continue to operate a Section 8 Voucher Program until the current Waiting List is exhausted or HUD ceases to provide sufficient funding to the Defendant to operate the Program at least at its current level of service as of the Effective Date, whichever is sooner.

8. Within ninety (90) days of the Effective Date of this Consent Decree, Defendant will take steps to repeal Section 300-39C (1) (b) of Yorktown’s Town Code. Yorktown’s Affordable Housing Program shall thereafter not utilize a residency preference and will implement, market, operate and administer its Affordable Housing Program in a manner that conforms to civil rights and fair housing laws without regard to race, color, national origin, or residency status.

IV. EDUCATIONAL TRAINING

9. Defendant will provide educational training (the “Educational Training”), which shall cover the requirements of the federal Fair Housing Act, including the duty to affirmatively further fair housing, applicable state and local fair housing laws, Defendant’s policy of non-discrimination in housing and the policies, operations, methods and procedures governing the

Yorktown Section 8 Voucher Program and Affordable Housing Program. The Educational Training will be conducted by Plaintiff for three hours at Yorktown Town Hall within nine (9) months of the Effective Date of the Consent Decree. The Educational Training shall be attended by (i) the individuals employed by Defendant in its Section 8 office; (ii) the Town Supervisor; (iii) the Chair of the Town Planning Board; (iv) the Chair of the Community Housing Board; (v) at least one member of the Community Housing Board other than the Chair; and (vi) the Town Attorney. The Plaintiff and Defendant will coordinate on scheduling a mutually convenient time.

10. The individuals trained shall verify their attendance at the training in writing. Defendant shall retain all such verifications for the term of this Consent Decree.

V. NON-DISCRIMINATION POLICY AND STATEMENT

11. Within sixty (60) days of Effective Date of this Consent Decree, Yorktown shall adopt a written non-discrimination policy with reference to housing (“Non-Discrimination Policy”), a copy of which is attached hereto as Exhibit A.

12. Within sixty (60) days of the Effective Date of the adoption of the Non-Discrimination Policy, all current and future officers, employees and volunteers of Yorktown in the Planning Department, Planning Board, Section 8 office, Town Board, and Community Housing Board as well as the Town Supervisor and Town Attorney shall be required to read the Non-Discrimination Policy and sign the Acknowledgment Form, a copy of which is attached hereto as Exhibit B. Defendant shall retain all such Acknowledgment forms for the term of this Consent Decree.

13. Defendant shall inform the public of its non-discriminatory policies with respect to the Yorktown Section 8 Program by continuing to display county and federal fair housing

posters at its Section 8 office and at Town Hall in a location that is visible to the public.

14. Within one hundred twenty (120) days of the signing of this Consent Decree, the Defendant shall add to stationery, program flyers, handouts, and forms used in the Program either the HUD fair housing logo or the phrase “equal housing opportunity.”

15. Defendant shall comply in any and all of its advertising with the federal fair housing regulations.

16. Within sixty (60) days of the Effective Date of this Consent Decree, Defendant will adopt the following Non-Discrimination Statement:

Non-Discrimination Statement: The Town of Yorktown is committed to equal housing opportunity. The Yorktown Section 8 housing voucher program does not discriminate on the basis of race, color, national origin, religion, creed, disability, familial status, sex, marital status, age, military status, sexual orientation, citizenship or alienage status, or against victims of domestic violence, sexual abuse or stalking.

17. Within ninety (90) days of the Effective Date of this Consent Decree, Yorktown will include the Non-Discrimination Statement on the Program’s applications and post it at its Section 8 office in a location that is visible to the public and on the Program’s webpage on the Town’s website.

VI. AFFIRMATIVELY FURTHERING FAIR HOUSING

18. Defendant shall affirmatively market its Section 8 Program to non-resident minority persons during the term of this Consent Decree, and thereafter so long as Yorktown administers a Section 8 Program. The Town shall maintain a written log of its affirmative marketing activities that includes, at a minimum, the date of the activity, a description of the activity, the name of the person who engaged in the activity, and a description of materials disseminated by the activity or a copy of the materials so disseminated.

19. During the term of this Consent Decree, Defendant shall provide individuals who attend initial Section 8 eligibility interviews with briefing materials that include a fair housing flyer or brochure designed by the FHJC in consultation with the Program. The flyer or brochure shall include information about federal, state, and county fair housing laws and how to file housing discrimination complaints, including with the Town, HUD, the State Division of Human Rights, Westchester Human Rights Commission, Westchester Residential Opportunities (“WRO”), and the FHJC. The flyer or brochure shall be a single double-sided sheet of letter-size paper, and the FHJC shall provide two versions, one in English and one in Spanish. The costs of copying and distributing the flyer or brochure shall be the responsibility of the Town.

20. During the term of this Consent Decree, Defendant shall provide individuals who attend initial Section 8 eligibility interviews with a tenant search log produced by the FHJC in consultation with the Program. The tenant search log shall include information about federal, state, and county fair housing laws and how to file housing discrimination complaints, including with the Town, HUD, the State Division of Human Rights, Westchester Human Rights Commission, WRO, and the FHJC. The log shall enable voucher holders to maintain a record of their search for a rental unit and shall provide information about federal, state, and county fair housing laws. The FHJC will incur the cost of production of the tenant search logs and provide a sufficient supply to the Town to distribute to applicants on the Town’s current Section 8 Waiting List (“Waiting List”).

21. During the term of this Consent Decree, the Program shall inform nonresident applicants at the initial briefing interview and throughout their housing search about living in Yorktown and the Town’s amenities. In addition, the Program shall assist nonresident voucher holders during their housing search to obtain information about Town amenities, including

public schools, recreational and medical facilities, employers, public transportation, and utility providers located in Yorktown.

22. During the term of this Consent Decree, the Town shall recruit landlords to participate in the Program by, at a minimum, mailing an informational letter about the Program to the owner of each multi-family building with ten (10) or more rental units located in the Town once per year. In addition, the Program shall maintain, update annually, and provide a list of multi-family rental properties located in Yorktown to Program voucher holders searching for housing to rent.

23. Within thirty (30) days after the Effective Date of this Consent Decree, the Town shall close its Waiting List. The Town shall reorder the applicants for Section 8 vouchers who are on the current Waiting List based on 2010 Census and American Community Survey, 2005-2010, data in the following order from the top of the list to the bottom: (i) non-residents in Higher Poverty Census Tracts in order of oldest application dates to most recent, (ii) non-residents in Low Poverty Census Tracts in order of oldest application dates to most recent, and (iii) residents of Yorktown with oldest application dates to newest. The Town shall provide a copy of the revised waiting list to Plaintiff's counsel which shall not contain applicants' names or street addresses.

24. Within thirty (30) days of closing the Waiting List, the Town shall notify current applicants on the Waiting List of the opportunity to continue to participate in the Program by sending a letter by first class mail in the form attached hereto as Exhibit C. Simultaneously with sending out the letter, Yorktown shall seek to obtain current addresses for applicants on the Waiting List through the National Change of Address System or another service that provides similar address location information. If the initial letter is not returned by the U.S. Postal

Service, the letter will be deemed to have been received by the applicant and Yorktown will have no obligation to undertake additional efforts to locate that applicant. If the National Change of Address System or other such service indicates such individual has an address other than the address listed on the Waiting List, Yorktown shall send a second copy of Exhibit C to that other address by first class mail. Additionally, if the initial letter is returned by the U.S. Postal Service with information regarding a forwarding address or prior address, Yorktown shall send Exhibit C to that address.

25. After the deadline for replying to Exhibit C has passed, the Program shall begin to award Section 8 vouchers to those eligible applicants who remain on the Waiting List in the order described in Paragraph 23. The Program shall maintain copies of (1) vouchers awarded, (2) notices of eligibility interview and enclosures, (3) extension requests and responses, (4) denials of participation letter.

26. When the Program mails notices of eligibility interviews to nonresident applicants on the current Waiting List, it shall enclose a one-page informational sheet in the form attached hereto as Exhibit D. The Program will revise Exhibit D to provide updated rental amounts for fair market rents and 120% of fair market rents by bedroom size, as necessary to insure that correct information is being provided to recipients as of the date of the eligibility notice.

27. For applicants on the current Waiting List, Defendant shall utilize rent exception payment standards as established by the New York State Division of Housing and Community Renewal (“DHCR”) and approved by HUD at the rate of 120% of fair market rents for those census tracts approved by HUD, listed on the attached Exhibit E, and not less than 100% of fair market rents for all other census tracts within Yorktown’s jurisdiction.

28. At least thirty (30) days and not more than sixty (60) days before the Town re-opens its Waiting List, the Program shall engage in the activities listed below to advertise the reopening of the Waiting List. Each advertisement and/or notice shall include a statement that the Program does not have a residency preference, the date the Waiting List will reopen, the date the Waiting List will close, if any, and the process for applying to the Program:

- a. advertise its Section 8 Program in the following newspapers the (i) Peekskill Daily, (ii) Yonkers Rising, and (iii) Pluma Libra News;
- b. post a notice on the Town's website;
- c. e-mail and mail written notification of the opening of the Waiting List to each Section 8 program in Westchester and Putnam Counties; and
- d. mail written notification of the opening of the Waiting List to the organizations listed on Exhibit F.

28. Defendant shall reopen the current Waiting List when the Waiting List has fifty (50) or fewer applicants.

VII. YORKTOWN'S SECTION 8 ADMINISTRATIVE PLAN

29. After Defendant has completed processing the applications of each applicant on the current Waiting List as described above, the Program may issue future vouchers on either a first-come, first-serve basis or by a lottery and as set forth in the Town's Administrative Plan and approved by HUD.

30. Defendant shall revise its Administrative Plan with respect to the removal of any residency preference, the operation of the Program's future waiting list, and the advertising and affirmative marketing of the Program to ensure that it complies with civil rights and fair housing laws, and accurately reflects the terms of this Consent Decree. In doing so, Defendant shall:

- a. remove any language regarding residency preferences in the Section 8 application form, in correspondence it has with applicants on the waiting list, in advertising,

briefing materials, brochures, and any other documents describing the voucher selection process;

b. state that the waiting list cannot be selectively opened or closed to particular groups of applicants, such as non-residents;

c. state that no applicant shall be removed from the waiting list unless (1) the applicant requests that his or her name be removed; (2) the applicant fails to respond to written requests for information, which written requests indicate that a failure to respond may result in removal from the waiting list and which are issued by Defendant in accordance with, and as specified in, Chapter 4 (Waiting List and Tenant Selection) under the heading "Sample Procedure for Updating the Waiting List" at pages 4-7 of the Housing Choice Voucher Program Guidebook issued by the United States Department of Housing and Urban Development ("HUD"); or (3) the applicant does not meet Section 8 federal program eligibility criteria;

d. state that a voucher holder who does not have a domicile within the area within Yorktown's jurisdiction shall make a diligent search for housing within Yorktown's jurisdiction during the initial 60-day term of the voucher, and shall document said search;

e. state that if the voucher holder is not able to locate suitable housing within Yorktown's jurisdiction during that initial term, Yorktown shall grant extensions on vouchers, not to exceed a total of an additional (60) days, if the applicant can demonstrate that he or she has actively attempted to find a suitable dwelling in Yorktown's jurisdiction;

f. state that if a voucher holder alleges housing discrimination by a landlord, real estate broker, management company, or other housing provider, then the Program will provide extensions in 30-day increments as may be appropriate to enable the voucher holder to utilize his or her voucher up to the maximum of 120 days; and

g. consider utilizing "exception payment standards" as may be permitted by HUD.

31. Defendant will revise those portions of its current Administrative Plan referenced in the preceding paragraph and submit to HUD for review within one-hundred and twenty (120) days of the Effective Date of this Order. Defendant may submit additional revisions at the same time or at any other time within one hundred eighty (180) days of the Effective Date of this Order. Defendant may otherwise revise the methods and procedures of its Section 8 Voucher Program at any time during the term of this Consent Decree, provided they remain consistent

with the terms and conditions of this Consent Decree. For any revisions described in this Section, the Program shall provide written notice of the proposed changes to the FHJC thirty (30) days before submission to HUD.

VIII. MONETARY SETTLEMENT

32. Defendant and/or its insurers shall pay the sum of one hundred sixty five thousand (\$165,000) dollars to Plaintiff and its attorneys Emery Celli Brinckerhoff & Abady, LLP (“ECBA”) in full and final settlement of all of Plaintiff’s claims against the Defendant, including, but not limited to, damages, attorneys’ fees, and costs. The payment shall be effected by check payable to “Emery Celli Brinckerhoff & Abady LLP as attorneys for FHJC” and shall be made within fifteen (15) days after the Effective Date of this Consent Decree by tendering this payment to Plaintiff’s counsel, ECBA, 75 Rockefeller Plaza, 20th Floor, New York, New York 10019.

33. Within five (5) business days of payment being made pursuant to this Section, the parties shall file with the Court a Stipulation of Dismissal (“Stipulation”) with prejudice in the form annexed hereto as Exhibit G.

IX. MUTUAL RELEASES

34. Plaintiff and Defendant mutually release, acquit, and forever discharge each other with prejudice and subject to this Consent Decree from any and all claims, demands, causes of action, or liabilities, at law or in equity, arising out of the allegations in the Complaint and existing as of the Effective Date of this Consent Decree. This release includes any and all claims, demands, actions or causes of action, rights, liabilities, damages, losses, obligations, judgments, suits, matters, and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, that have

been or could have been asserted in the Action or in any court tribunal, or proceeding, including, but not limited to, claims of housing discrimination in violation of the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, 42 U.S.C. § 3608 (c) (5) and the Civil Rights Act of 1871, 42 U.S.C. § 1983; and any and all related charges or complaints, including all statutory, tort, contract or other claims which were or might have been asserted by Plaintiff or Defendant in any court or administrative process. As a condition of this release, Plaintiff warrants that as of the Effective Date of the Consent Decree, Plaintiff is not aware of any third party who may have a housing discrimination allegation or claim involving the Defendant and Plaintiff has not made any referrals to legal counsel, government agencies, or any other third party.

35. Nothing in this Section shall preclude Plaintiff from seeking to enforce the terms in this Consent Decree.

X. RECORDKEEPING

36. Defendant shall maintain records, including but not limited to documents relating to the Yorktown Section 8 Program and Affordable Housing Program during the term of this Consent Decree. The Defendant shall make the information described below available for inspection by the FHJC upon written request, at Plaintiff's own expense and at a mutually convenient time and place at an office of Defendant, but not more frequently than once every twelve months during the term of this Consent Decree. This information shall consist of:

- (a) Community Housing Board Minutes;
- (b) applications for approval of housing developments from developers under Chapter 102 of Yorktown's Town Code;
- (c) the reordered current Waiting List described in Paragraph 23 above;
- (d) copies and logs of letters mailed and received, including any returned envelopes, described in Paragraph 24 above;

- (e) the information described in Paragraph 25 above;
- (f) the program's Section 8 voucher holder list, including data entries for the voucher holder's race, national origin, application date, census tract and county moved from and date of move, and census tract and county moved to and date of move, and indicating whether the voucher holder was initially awarded a voucher from the Program's Waiting List, ported in to the Program with a voucher, or became a Program participant through other means;
- (g) affirmative marketing log described in Paragraph 18 above;
- (h) complaints of discrimination either involving Yorktown's Section 8 Voucher Program or Yorktown's Affordable Housing Program,
- (i) briefing materials given to new Section 8 voucher recipients;
- (j) newspaper advertisements regarding the Waiting List, Section 8 Program and Affordable Housing Program; and
- (k) fair housing training verifications and fair housing policy acknowledgement forms.

37. The Defendant may redact from the information provided pursuant to the preceding paragraph the names and addresses of applicants and voucher holders; their personal financial information including tax returns, wage information, and amount of public benefits; their social security numbers; their medical information; and any other information prohibited by law from disclosure.

XI. TERM OF CONSENT DECREE

38. This Consent Decree shall continue in force from the Effective Date until one (1) year after the Town notifies the FHJC in writing of the exhaustion of the current closed Waiting List. The Court shall retain jurisdiction of this action for the duration of this Consent Decree.

39. Plaintiff and ECBA agree that any information obtained from Yorktown or its counsel in the Action under the preceding Section shall be used solely for the purpose of monitoring the Town's compliance with the terms of this Consent Decree and they shall not

otherwise disclose any information obtained from Yorktown or its counsel in this Action to any third party.

XII. MISCELLANEOUS TERMS

40. The parties to this Consent Decree shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Decree prior to bringing such matters to the Court for resolution.

41. In the event that the FHJC believes there may exist an incident or incidents of noncompliance with this Decree, it shall provide the Town Attorney with written notice of such belief, along with supporting and/or relevant documentation supporting such belief. Within thirty (30) days of receipt of such written notice, Defendant shall investigate the allegations and reply in writing to Plaintiff and provide supporting and/or relevant documentation concerning the incident or incidents and the remedy the Town has undertaken or proposes to undertake, if necessary. Plaintiff shall communicate in writing to the Town Attorney whether it is satisfied with such remedy and/or explanation of the events.

42. If the FHJC is not satisfied with the remedy and/or explanation, the parties will make good faith efforts to meet and confer before filing a motion or otherwise contacting the Court regarding the alleged noncompliance.

43. In the event that HUD objects to any provision of the Consent Decree, the Town shall notify the FHJC of the objections within thirty (30) days of receiving notice of the objections, and the FHJC will work collaboratively with the Town to overcome the objections.

44. During the term of this Consent Decree, the United States District Court for the Southern District of New York shall retain jurisdiction to enforce the terms of this Decree upon the filing of an appropriate motion by either party. The parties shall request that the Court

indicate in the docket that it is retaining jurisdiction over this Decree. Upon a finding of good cause shown, the Court may grant such relief as it deems just and proper, including but not limited to (a) extending the term of the Decree; (b) modifying the Decree by, *inter alia*, requiring more record keeping, training, and/or monitoring; and/or (c) fining the parties or holding them in contempt for their noncompliance.

45. Without further order of the Court, the Parties may agree to reasonable written extensions of time to carry out any of the provisions of this Consent Decree.

46. This Consent Decree constitutes the entire agreement of the Parties and may only be amended or modified in writing and executed by all Parties.

47. If any provision of this Consent Decree is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Decree shall endure except for the part declared invalid or unenforceable by order of such court, unless the elimination of the invalid provision shall materially affect the intent of this Decree. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision that shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Decree.

48. This Consent Decree may be executed in two or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument and agreement. For purposes of executing this Decree, a document signed and transmitted by facsimile or email shall be treated as an original document. The signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

49. This Consent Decree shall be governed and construed in accordance with the laws of the State of New York. Any action to enforce or challenge the provisions of this Consent Decree shall be filed exclusively in the Southern District of New York.

**EMERY CELLI BRINCKERHOFF
& ABADY, LLP**

BLEAKLEY PLATT & SCHMIDT, LLP

By: _____
DIANE L. HOUK
JULIA EINBOND

By: _____
JOHN S. DIACONIS

75 Rockefeller Plaza, 20th Floor
New York, NY 10019
(212) 763-5000

One North Lexington Avenue, 7th Floor
White Plains, NY 10601
(914) 287-6133

Attorneys for Plaintiff

Attorneys for Defendant Town of Yorktown

IT IS SO-ORDERED this ____ day of _____.

HON. LISA M. SMITH, U.S.M.J.

Exhibit A

HOUSING NON-DISCRIMINATION POLICY OF TOWN OF YORKTOWN

As part of our continuing effort to ensure compliance with federal, state, and local anti-discrimination laws, we would like to take this opportunity to remind all employees, independent contractors, volunteers and agents of the Town of Yorktown of our policies against discrimination.

It is the policy and practice of the Town of Yorktown not to engage in or assist others to engage in housing discrimination. Consistent with that policy, we remind you that the anti-discrimination laws of the United States, New York State, and Westchester County are quite specific in the area of housing. To comply with these laws, when acting on behalf of the Town of Yorktown you must not do any of the following:

1. Refuse to provide Section 8 housing vouchers, or assist a Section 8 housing voucher recipient, or perform any action under the Town's Affordable Housing Program, or otherwise make unavailable or deny, housing under the Town's Section 8 Housing Voucher Program or the Town's Affordable Housing Program to any person because of their race, color, religion, creed, sex, familial status (having or expecting a child under 18), national origin, disability, marital status, age, sexual orientation, alienage or citizenship status, military status, or status as a victim of domestic violence, sexual abuse, or stalking (each a "prohibited basis");
2. Discriminate against any person in the terms, conditions or privileges of providing Section 8 Housing Vouchers or in the provision of services or facilities regarding the Town's Section Housing Voucher Program or Affordable Housing Program, because of a prohibited basis;
3. Make any verbal or written statement or inquiry with respect to housing that indicates any preference, limitation or discrimination concerning a prohibited basis, or any statement indicating an intention to make any such preference, limitation or discrimination;
4. Represent to any person because of a prohibited basis that any housing is not available for purchase, or rental when such housing is in fact so available, or represent to any person because of a prohibited basis that a Section 8 Housing Voucher is not available or the waiting list for a voucher is closed when such a voucher is in fact so available or the waiting list is not closed;
5. Discriminate against any person in the Section 8 Housing Voucher Program or the Town's Affordable Housing Program because of a prohibited basis;

6. Enter into an agreement that imposes any restriction upon persons to whom housing may be shown, rented or sold because of a prohibited basis;
7. Direct or steer any individual away from or toward a particular building, neighborhood, or vacancy because of a prohibited basis;
8. Coerce, intimidate, threaten or interfere with any person who is a prospective or current resident, owner, tenant, or Section 8 Housing Voucher recipient, or anyone assisting a current resident, owner, tenant, or Section 8 Housing Voucher recipient to exercise or enjoy the rights guaranteed by the federal Fair Housing Act and state and local fair housing laws.

It is important to understand that any action you take because of race, color, religion, sex, familial status, national origin, disability, marital status, age, sexual orientation, alienage or citizenship status, military status, or status as a victim of domestic violence, sexual abuse, or stalking that has the effect of making housing unavailable to persons protected under these laws constitutes a violation of federal, state, and/or local laws.

Providing equal opportunity to all persons is the law. The Town of Yorktown is firmly committed to the goal of fair housing. **You should understand that any violation of this non-discrimination policy will lead to disciplinary action, up to and including discharge.**

Exhibit B

ACKNOWLEDGMENT FORM

I acknowledge that

I have read Yorktown's Non-Discrimination Policy (the "Policy) and agree to comply with the Policy, including all federal, state and local housing discrimination laws.

DATE

INITIALS

EMPLOYEE (PRINT)

EMPLOYEE (SIGNATURE)

Exhibit C

[SECTION 8 OFFICE LETTERHEAD]

[Date]

VIA FIRST CLASS MAIL

[Name]

[Address]

[City/Town, State, Zip]

Dear []:

Effective [INSERT DATE], The Town of Yorktown Section 8 Housing Choice Voucher Program no longer uses local preferences, including a preference for Yorktown residents, to select applicants from its current waiting list in order to determine eligibility to participate in the program.

In an effort to reach all applicants, we are seeking to update the information on our current waiting list.

If you are interested in remaining on the waiting list, please indicate by checking one of the boxes below:

YES _____, I am interested in remaining on the list.

NO _____, I am not interested and request my application be withdrawn.

If you are remaining on the waiting list, please report your current residential address and household composition on the attached APPLICANT CONTACT FORM.

You must complete and return this letter to this office NO LATER THAN [THIRTY DAYS FROM DATE OF CORRESPONDENCE]. Please mail your response to:

Town of Yorktown Section 8 Housing Choice Voucher Program
1974 Commerce Street
Yorktown Heights, NY 10598

If you do not respond to this letter, we will assume you are no longer interested in Section 8 Rental assistance and we will remove you from the waiting list. Your request for rental assistance will be given no further consideration.

The Town of Yorktown is committed to equal housing opportunity. The Yorktown Section 8 Housing Choice Voucher Program does not discriminate on the basis of race, color, ethnic or national origin, religion, creed, disability, familial status, sex, marital status, age, military status, sexual orientation, citizenship or alienage status, or against victims of domestic violence, sexual abuse or stalking.

Sincerely,
Karren H. Perez
Program Director



TOWN OF YORKTOWN
SECTION 8 HCVP
APPLICANT CONTACT FORM

CURRENT ADDRESS:

Name of Applicant (Head of Household) _____

Current Address: _____

CURRENT FAMILY COMPOSITION **:

Head of Household _____ Relationship _____
Date of birth ____ / ____ / ____ Social Security # ____ - ____ - ____

Family Member #1 Name _____ Relationship _____
Date of birth ____ / ____ / ____ Social Security # ____ - ____ - ____

Family Member #2 Name _____ Relationship _____
Date of birth ____ / ____ / ____ Social Security # ____ - ____ - ____

Family Member #3 Name _____ Relationship _____
Date of birth ____ / ____ / ____ Social Security # ____ - ____ - ____

Family Member #4 Name _____ Relationship _____
Date of birth ____ / ____ / ____ Social Security # ____ - ____ - ____

Family Member #5 Name _____ Relationship _____
Date of birth ____ / ____ / ____ Social Security # ____ - ____ - ____

Family Member #6 Name _____ Relationship _____
Date of birth ____ / ____ / ____ Social Security # ____ - ____ - ____

Family Member #7 Name _____ Relationship _____
Date of birth ____ / ____ / ____ Social Security # ____ - ____ - ____

**** If you need additional space, please indicate more family members with the required information on the back of the form.**

Exhibit D

IMPORTANT NOTICE TO TOWN OF YORKTOWN SECTION 8 VOUCHER RECIPIENTS

If it is determined that you qualify to receive a Section 8 housing voucher from the Town of Yorktown, you may use that voucher anywhere in Westchester or Putnam Counties. If you currently live in Westchester or Putnam County, you are not required to use the voucher where you currently reside. The voucher represents an opportunity to move to areas which may have better housing, are more convenient, or offer more opportunities and neighborhood amenities than you currently enjoy. The choice is up to you and the information provided below can aid you in making an informed choice.

For most areas of Westchester or Putnam County you will need to locate a rental unit within “voucher payment standards” as determined by Yorktown’s Section 8 office based on the Department of Housing and Urban Development (HUD) guidelines with respect to “fair market rents.” The voucher payment standards are as follows:

Westchester County:

<u>Type of Voucher</u>	<u>Fair Market Rent</u>
0 Bedroom	\$ 1,139
1 Bedroom	\$ 1,359
2 Bedroom	\$ 1,580
3 Bedroom	\$ 1,905
4 Bedroom	\$ 2,349

Putnam County:

<u>Type of Voucher</u>	<u>Fair Market Rent</u>
0 Bedroom	\$ 1,183
1 Bedroom	\$ 1,280
2 Bedroom	\$ 1,424
3 Bedroom	\$ 1,752
4 Bedroom	\$ 1,970

If you are interested in moving to areas of northern Westchester County (including parts of Yorktown, Somers, North Salem, and New Castle) and you locate a rental unit in one of these designated areas, the rental unit may be eligible for a higher rent as follows:

<u>Type of Voucher</u>	<u>120% of Fair Market Rent</u>
0 Bedroom	\$ 1,403
1 Bedroom	\$ 1,673
2 Bedroom	\$ 1,945
3 Bedroom	\$ 2,346
4 Bedroom	\$ 2,892

If you receive a Section 8 housing voucher from the Town of Yorktown and you are interested in moving to the areas that are eligible for higher rents, ask the Yorktown Section 8 office for a map showing the location of these eligible neighborhoods. Also, the Yorktown Section 8 office can provide you with information about living in Yorktown and some of Yorktown’s amenities, including public schools, recreational and medical facilities, employers, public transportation, and utility providers.

Exhibit E

Census Tracts within Yorktown Jurisdiction
Referenced in Paragraph 27 of Consent Decree

Westchester County	
Municipality	Census Tract
New Castle	131.02
New Castle	131.03
New Castle	131.04
Yorktown	148.04
Yorktown	148.05
Yorktown	148.08
Somers	149.05
Somers	149.07
Somers	149.08
North Salem	150

Exhibit F

List of Organizations

- 1) Advocates for the Disabled, Mt. Kisco
- 2) Bridge Fund of Westchester, White Plains
- 3) Community Housing Innovations, Inc., White Plains
- 4) Fair Housing Justice Center
- 5) Hope Community Services, New Rochelle
- 6) Hope's Door (formerly Northern Westchester Shelter)
- 7) Housing Action Council
- 8) Mount Vernon United Tenants
- 9) Peekskill Community Action Program
- 10) Putnam County Department of Social Services and Mental Health
- 11) Renaissance Project, Peekskill
- 12) The Preservation Company Inc, Peekskill
- 13) The Sharing Community Inc., Yonkers
- 14) The Preservation Company Inc, Peekskill
- 15) Westchester Coalition for the Hungry and Homeless
- 16) Westchester County Department of Social Services
- 17) Westchester County Veterans Service Agency
- 18) Westchester Disabled on the Move
- 19) Westchester Hispanic Coalition
- 20) Westchester Residential Opportunities
- 21) Westhab
- 22) WestHELP Greenburgh
- 23) WestHELP Mt. Vernon
- 24) Yonkers Catholic Charities

Exhibit G

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FAIR HOUSING JUSTICE CENTER,

Plaintiff,

v.

TOWN OF YORKTOWN et al,

Defendants.

Case No. 10-CIV-9337 (KMK)

STIPULATION AND ORDER OF DISMISSAL

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Fair Housing Justice Center and Defendant Town of Yorktown, through its undersigned counsel, who are authorized by their clients to execute this Stipulation, that the claims against Town of Yorktown be dismissed with prejudice pursuant to the terms of the Consent Decree entered by this Court on _____. It is hereby stipulated and agreed by and between Plaintiff and Defendant Town of Yorktown that all claims alleged against Colette Rodgers should be dismissed with prejudice.

EMERY CELLI BRINCKERHOFF & ABADY LLP

Dated: _____

By: _____

Diane L. Houk
Julia Einbond
75 Rockefeller Plaza, 20th Floor
New York, NY 10019
(212) 763-5000

Attorneys for Plaintiff

BLEAKLEY PLATT & SCHMIDT, LLP

Dated: _____

By: _____

John S. Diaconis
One North Lexington Avenue, 7th Floor
White Plains, NY 10601
(914) 287-6133

Attorneys for Defendant Town of Yorktown

IT IS SO-ORDERED this ____ day of _____.

HON. KENNETH M. KARAS, U.S.D.J.