

**BELMONT AND RAC CONSENT DECREE
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

JESSIE COMER, et al., individually and
on behalf of all persons similarly
situated,

Plaintiffs,

v.

HENRY G. CISNEROS, in his official capacity
as Secretary of the United States Department
of Housing and Urban Development; UNITED
STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT; RENTAL ASSISTANCE CORPORATION
OF BUFFALO; and CITY OF BUFFALO, NEW YORK,

Defendants.

**STIPULATION OF
SETTLEMENT AND
CONSENT DECREE**

CIV-89-1556C
[RAC]

JESSIE COMER, et al., individually and
on behalf of all persons similarly
situated,

Plaintiffs,

v.

HENRY G. CISNEROS, in his official capacity
as Secretary of the United States Department
of Housing and Urban Development; UNITED
STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT; BELMONT SHELTER CORP.; and
TOWN OF AMHERST, NEW YORK,

Defendants.

**STIPULATION OF
SETTLEMENT AND
CONSENT DECREE**

CIV-89-1556C
[Belmont]

WHEREAS, the purpose of this Stipulation of Settlement and
Consent Decree (hereinafter, "Consent Decree") is to resolve
amicably -- in one joint settlement -- all the claims raised in

both of the above-referenced Complaints (hereinafter, the "RAC Complaint" and the "Belmont Complaint," respectively),

NOW THEREFORE, Named Plaintiffs Jessie Comer, Jewel Culverhouse, Hazel Grimes, Yvonne Primm, and Felicia Stokes, and the class they represent, as defined in Paragraph 49, below (together, "Plaintiffs"), by their counsel, Western New York Law Center, Inc., the Greater Upstate Law Project, Inc., and NAACP Legal Defense and Educational Fund, Inc., and Defendants Henry G. Cisneros and the United States Department of Housing and Urban Development (together, "HUD"), by their counsel, the United States Department of Justice, Defendant City of Buffalo, New York ("Buffalo"), by its counsel, Edward D. Peace, Esq., Corporation Counsel (David R. Hayes, Esq. and Diane Y. Devlin, Esq., of counsel), Defendant Rental Assistance Corporation of Buffalo ("RAC"), by its counsel, Lippes, Silverstein, Mathias & Wexler, LLP, Defendant Town of Amherst, New York ("Amherst"), in its capacity as lead Public Housing Agency ("PHA") for the Erie County PHA Consortium ("the Consortium"), by Amherst's counsel, Phillip A. Thielman, Esq., and Defendant Belmont Shelter Corp. ("Belmont"), by its counsel, Saperston & Day, PC, hereby stipulate and agree to the following:

1. The following terms shall have the following meanings in this Consent Decree:

(a) The terms "Belmont" and "RAC," as used herein, mean those entities in their capacity as contract administrators of the Section 8 tenant-based programs of the Consortium and

Buffalo, respectively, and do not include any other program(s) administered by Belmont or RAC.

(b) The term "CHC begins operation," as used herein, means the date the Community Housing Center ("CHC") (established pursuant to Paragraph 28, below) specifies in the written notice to counsel for the parties required by Subparagraph 30(f), below, that it intends to commence providing mobility counseling services to special applicants.

(c) The term "cross-list", as used herein, means that an individual who applies to either Belmont or RAC shall be placed on the waiting list for the other program without having to prepare or submit an application to the other program unless the applicant indicates on the application form that the applicant does not want the application cross-listed with the other program.

(d) The term "minority", as used herein, means all non-whites (e.g., blacks, Asians, Native Americans, and Hispanics).

(e) The term "non-impacted area," as used herein, means a census tract with a population of less than 35 percent below poverty level.

(f) The term "processing" or "processed," as used herein, means the steps taken by Belmont or RAC when an applicant is called in off the waiting list to determine if the applicant is to be issued a subsidy, up through the time a subsidy is issued, declined, or the processing of the applicant is terminated by Belmont or RAC.

(g) The term "Special Opportunity Certificates", as used herein, means Certificates which must be used to rent a unit in a non-impacted area for the first year, as described in Paragraph 35, below.

(h) The term "subsidy," as used herein, means a Certificate or Voucher under the Section 8 tenant-based program authorized by Sections 8(b) and (o) of the United States Housing Act, as amended, 42 U.S.C. §§ 1437f(b) and 1437f(o).

(i) The term "turnover", as used herein, means a subsidy issued from funding that becomes available to the PHA because a participant previously issued a subsidy is no longer participating in the Section 8 tenant-based program.

2. Within 60 days after the entry of Final Judgment (as described below in Paragraph 51), Belmont/Amherst and RAC/Buffalo shall take the necessary steps to submit to HUD an amendment to the Administrative Plans for their Section 8 tenant-based programs to adopt a residency preference extending to all applicants who reside or work or have been hired to work anywhere within Erie County, New York. Pursuant to 24 C.F.R. § 982.208, after HUD has notified Belmont and RAC of HUD's approval of this Countywide residency preference, Belmont and RAC shall use that preference to select among applicants on its waiting list who would otherwise qualify for a subsidy. However, Belmont's implementation of this Countywide residency preference shall be subject to the exceptions set forth below in Subparagraphs 16(a) and 43(b).

3. For a period of four years after such time as the jurisdiction of the Court has expired pursuant to Subparagraph 51(e), below, the following procedures shall apply to any request by either PHA (Amherst or Buffalo) seeking HUD's approval to use a residency preference other than a Countywide preference:

(a) The PHA shall submit such request in writing to HUD, which request shall describe specifically the geographic area to which the preference would apply and state the reason(s) supporting the proposed preference. The request shall include all relevant documentation.

(b) The PHA shall simultaneously provide a copy of the request to counsel for plaintiffs, including all supporting documentation. In addition, until such time as HUD makes a final determination on the PHA's request for approval of the residency preference, HUD and the PHA shall provide to plaintiffs' counsel a copy of all correspondence between them regarding the request.

(c) HUD shall provide its final determination on the request in writing simultaneously to the PHA and to counsel for plaintiffs.

(d) If HUD approves the proposed residency preference, plaintiffs shall have 30 days from the date of HUD's determination to file a motion with the court to challenge HUD's decision. (i) If plaintiffs do not file such a motion within 30 days, the PHA may implement the residency preference, and plaintiffs may not challenge either the PHA's implementation of the residency preference, or HUD's approval thereof. (ii) If

plaintiffs do file such a motion within 30 days, the PHA's implementation of the residency preference shall be deemed stayed pending the Court's decision, subject, however, to the right of any defendant to make a motion to the court to seek dissolution of such stay.

(e) Nothing in this Paragraph 3 shall be deemed to waive any defense any defendant may have to any challenge by plaintiffs to HUD's determination to approve a PHA's request to use a residency preference other than a Countywide preference.

4. With respect to eligibility for the special waiting list and offers to all special applicants, as defined in Paragraph 6, below, the admission preferences in the form set forth in 42 U.S.C. §§ 1437f(b)(1)(A)(i) and 1437f(o)(3)(B) (1995), as implemented through HUD's regulations at 24 C.F.R. §§ 5.410-.430 (1996) (referred to hereinafter as the "federal preferences"), shall continue in effect for the Section 8 tenant-based programs of the Consortium and Buffalo during the entire period of time that the special waiting list is being used. If the repeal by Congress of the federal preference requirements through § 402(d)(2) and (3) of Pub. L. No. 104-99 (Jan. 26, 1996) and any subsequent legislation (temporary or permanent) remains in effect, Belmont/Amherst and RAC/Buffalo shall take the necessary steps, if any, to create and implement local admission preferences, applicable to all special applicants, which are identical to the former federal preferences, until such time as the special waiting list is discontinued pursuant to Paragraph

26, below, or the federal preferences are again mandated by Congress. Although such admission preferences shall operate as local preferences for Belmont and RAC, they are referred to as federal preferences in this Consent Decree, for ease of reference. This provision does not, however, affect the admission preferences applicable to non-special applicants (or to applicants not on the supplemental waiting list).

5. Within 90 days after the entry of Final Judgment, Belmont and RAC shall commence using the same application form and cross-list applicants applying thereafter to either Belmont or RAC for the Section 8 tenant-based program. If the Buffalo Municipal Housing Authority ("BMHA") agrees to participate in this joint application/cross-listing process, the following further provisions shall apply: (a) BMHA shall use substantially the same application form being used by Belmont and RAC, but with an additional public housing section of the form to be used exclusively for individuals who want to be placed on BMHA's waiting list; (b) applicants to Belmont shall be placed on BMHA's waiting list if they indicate on the joint application form that they so desire, and complete the public housing section of the application form; (c) applicants to RAC shall be placed on BMHA's waiting list if they complete the public housing section of the application form, unless they indicate on the joint application form that they do not want the application cross-listed with BMHA; (d) applicants to BMHA shall be placed on RAC's waiting list automatically, provided, however, that nothing herein shall

confer any obligation upon Belmont to cross-list those BMHA applicants placed on RAC's waiting list pursuant to this provision; and (e) applicants to BMHA will be provided, by BMHA in its application packet, a separate copy of the application form for Belmont and an envelope pre-addressed to Belmont.

6. Within 120 days after the entry of Final Judgment, Belmont and RAC shall jointly develop a "special waiting list" from their records on file of all current applicants (including applicants reinstated pursuant to Paragraph 8, below) who meet all of the following criteria: the applicant (a) is a minority resident of Buffalo, (b) applied prior to the cut-off date set forth below for the appropriate bedroom size, and (c) claims federal preference status on the application. However, applicants who are single persons who are not either elderly, disabled, displaced, or the remaining member of a tenant family, as defined in 42 U.S.C. § 1437a(b)(3)(A), shall not be eligible for placement on the special waiting list; pursuant to Paragraph 42, below, such applicants shall instead be placed on the bottom of the supplemental waiting list developed pursuant to Paragraph 40, below. With respect to criterion (a), if the minority status of an applicant cannot be determined from the records on file with Belmont or RAC, such applicant shall be tentatively placed on the special waiting list but shall be required to claim minority status at the time that the applicant is called in off the special waiting list. With respect to criterion (b), the application cut-off dates are as follows: One Bedroom: August 30,

1991, Two Bedrooms: January 6, 1993, Three Bedrooms: March 28, 1991, Four Bedrooms: March 24, 1994. Applicants on the special waiting list are referred to hereinafter as "special applicants."

7. Special applicants shall be placed on the special waiting list in the order of their application date to Belmont or RAC, without regard to bedroom size, or if they applied to both, using the earlier application date. Once RAC and Belmont begin calling in special applicants off the special waiting list, RAC and Belmont shall remove from their regular waiting lists all applicants on the special waiting list.

8. Within 60 days after the entry of Final Judgment, Belmont shall reinstate on the appropriate portion of its waiting list those former (versus current) applicants to Belmont who were removed from Belmont's waiting list between January 1, 1993 and the entry of Final Judgment as a result of the individual's failure to respond to a wait list update letter sent by Belmont to the address on file with Belmont for that individual, and who, based on their application at the time they were removed from Belmont's waiting list, meet criteria (a) and (b) for special applicants set forth above in Paragraph 6, regardless of whether they also meet criterion (c).

9. During the first six months after the entry of Final Judgment, Belmont shall not remove any applicants from its waiting list for failure to respond to a wait list update letter. After such time, Belmont shall provide advance notice to lead counsel for plaintiffs of any intention to send out wait list

update letters, and any applicants removed from Belmont's waiting list for failure to respond to a wait list update letter shall be reinstated on Belmont's waiting list if they respond within one year after the date of the wait list update letter.

10. Within 90 days after the entry of Final Judgment, Belmont and RAC shall mail, at their own expense, a copy of the letter set forth in Exhibit A to all of the following current applicants (including applicants reinstated pursuant to Paragraph 8, above) to their program: (a) applicants to Belmont or RAC who meet criteria (a) and (b) for special applicants set forth above in Paragraph 6, but not criterion (c); (b) applicants to RAC who meet criteria (a) and (b) for placement on the supplemental waiting list set forth below in Paragraph 40, but not criterion (c); and (c) at the earliest feasible time, applicants to Belmont or RAC otherwise eligible for placement on the supplemental waiting list pursuant to Subparagraph 41(a), below, except that they do not meet criterion (c) in Paragraph 6, above. Belmont and RAC shall place on the special waiting list, according to the date of that applicant's original application to Belmont or RAC, any applicant who meets criteria* (a) and (b) for special applicants set forth above in Paragraph 6, but not criterion (c), who submits to Belmont or RAC, as appropriate, a revised application claiming federal preference status prior to such time as the special waiting list is discontinued pursuant to Paragraph 26, below.

11. Within 90 days after the entry of Final Judgment,

defendants (other than HUD) shall distribute, at their own expense, a copy of notices (to be agreed to by all the parties by August 29, 1996 and to be filed with the Court prior to the fairness hearing) to class members (as defined in Paragraph 49, below) as follows: (a) by mail to class members who are applicants to RAC or Belmont; (b) providing copies to BMHA to distribute to its tenants; and (c) by mail to the organizations listed on Exhibit B, including posters which such organizations will be asked to post at their office. This notice shall, to the extent possible, be combined with the letter (set forth in Exhibit A) required by Paragraph 10, above.

12. HUD hereby commits funding authority for a total of 700 Section 8 Certificates to Buffalo in its capacity as a PHA, which Certificates will be administered by RAC, and a total of 100 Section 8 Certificates to Amherst in its capacity as a PHA, which Certificates will be administered by Belmont. Belmont shall issue its 100 additional Certificates within one year after the CHC begins operation (as defined in Subparagraph 1(b), above), and RAC shall issue its 700 additional Certificates within three years after the CHC begins operation.

13. HUD agrees that the minimum size of RAC's and Belmont's family self-sufficiency programs shall not be increased as a result of the 800 Certificates referred in Paragraph 12, above. HUD also agrees that if Buffalo or Amherst apply to HUD for any incremental funding for Section 8 subsidies at any time before their entire portion of the 800 additional Certificates are

issued, HUD shall take into account the effect of these additional Certificates in evaluating the lease-up rate for that program.

14. Within 30 days after the CHC begins operation, RAC shall issue one of Buffalo's 700 additional Certificates to each named plaintiff and putative intervenor who is eligible for the Section 8 tenant-based program, following all procedures applicable to the processing of special applicants.

15. Commencing when the CHC begins operation, and ending when the special waiting list is discontinued, pursuant to Paragraph 26, below, RAC and Belmont shall issue their portion of these 800 Certificates (both initially and as turnovers) only to special applicants still residing in Buffalo who verify their federal preference claim. After the special waiting list is discontinued pursuant to Paragraph 26, below, RAC and Belmont shall treat any turnovers from their portion of the 800 Certificates as part of their regular supply of Certificates, with no limits from this Consent Decree as to whom they may be issued.

16. Commencing when the CHC begins operation, and ending when the special waiting list is discontinued pursuant to Paragraph 26, below:

(a) Three-quarters of all of the Consortium's regular subsidies issued by Belmont each month -- both from funding available as a result of turnovers, and from any new incremental allocations of funding -- shall be limited to special applicants

still residing in Buffalo who verify their claim of federal preference. During this entire period of time, Belmont shall have the right to issue the remaining one-quarter of these subsidies to applicants on its waiting list who reside or work or who have been hired to work in any of the participating communities of the Consortium. However, after all special applicants have been processed, or three and one-half years after the CHC begins operation -- whichever occurs first -- this division of the Consortium's subsidies shall be deemed modified from three-quarters and one-quarter to half and half, pursuant to Subparagraph 43(b), below.

(b) Every six months, Belmont shall determine if it in fact issued the requisite portion of the Consortium's regular subsidies to special applicants during that six-month period, and make any necessary adjustments during the next six-month period to compensate for having issued too many or too few subsidies to special applicants during the prior six-month period.

(c) All but three of Buffalo's regular subsidies issued by RAC each month -- both from funding available as a result of turnovers, and from any new incremental allocations of funding, but excluding any funding received from settlement of Comer v. Cisneros [BMHA] -- shall be limited to special applicants still residing in Buffalo who verify their claim of federal preference. During this entire period of time, RAC shall have the right to issue up to three of these subsidies per month to non-special applicants.

(d) In addition, at all periods of time, Belmont and RAC shall have the right to issue to qualifying applicants not on the special waiting list an unlimited number of all subsidies specially designated for the following programs: (i) VASH; (ii) Homelessness; (iii) HOPE for Elderly Independence; (iv) continued assistance for previously assisted families; (v) project-based Certificate; (vi) Family Unification; and (vii) and any other award that HUD sets aside for particular uses.

17. Belmont and RAC shall issue special applicants still residing in Buffalo who verify their claim of federal preference whatever becomes available first from among one of their portion of the 800 Certificates, a turnover, or a subsidy from any new incremental funding allocation, as provided for in Paragraphs 15 and 16, above.

18. Belmont and RAC generally shall call in special applicants off the special waiting list in chronological order for processing, but may call in groups of applicants off the waiting list together. Belmont and RAC shall issue a subsidy once processing of an applicant is completed, even if processing of applicants with earlier application dates has not been completed.

19. Belmont and RAC shall both remove from all their waiting lists (including, but not limited to, the special waiting list) all special applicants who do not respond within 30 days to a notice from Belmont or RAC calling them in off the special waiting list for processing. However, special applicants who had

been reinstated on Belmont's waiting list pursuant to Paragraph 8, above, and who are sent such a notice during the first year after the CHC begins operation, shall have until one year after the date of the notice to respond to Belmont.

20. To the extent reasonably practicable, Belmont and RAC shall not both call in the same special applicant off the special waiting list, so that no such applicant receives an offer from both Belmont and RAC. Belmont and RAC shall both remove from all their waiting lists (including, but not limited to, the special waiting list) all special applicants who are offered a subsidy from either Belmont or RAC, with the following exceptions: (a) the applicant refused the offer of a Certificate in order to wait for a Voucher, or refused the offer of a Voucher to wait for a Certificate, pursuant to 24 C.F.R. §§ 982.204(c)(1) and 982.205(c)(2); or (b) the applicant refused the offer of a Special Opportunity Certificate or chose not to use a Special Opportunity Certificate already issued, but before its expiration, pursuant to Subparagraph 35(c), below (and so informs RAC).

21. To be eligible for a subsidy, all special applicants, at the time they are called in off the special waiting list for processing, must verify current federal preference status pursuant to the standards and procedures set forth in HUD's regulations, 24 C.F.R. §§ 5.410-.430 (1996), and in Paragraphs 22 and 23, below, irrespective of whether such preferences are mandated by Congress.

22. Until such time as the special waiting list is discontinued pursuant to Paragraph 26, below, if admission of a class member applicant is subject to federal preference requirements (either by Congress or through this Consent Decree) and such applicant currently resides in BMHA housing and was on Belmont's or RAC's waiting list when admitted to BMHA housing on or after November 28, 1990, the applicant's qualification for a federal preference shall be determined by whether the applicant was admitted to BMHA as a federal preference holder.

23. All applicants to Belmont or RAC whose admission is subject to federal preference requirements (either by Congress or through this Consent Decree), and who are currently living in public housing, shall continue to have the same opportunity as any other applicant to present information and/or evidence supporting a claim of federal preference, and Belmont and RAC shall continue to apply to all applicants the same procedures and substantive standards for verifying the applicant's eligibility for a federal preference. Belmont shall use the provisions of, and exhibits to, the Stipulation of Settlement in Thomas v. Kemp, No. 92-CIV-00106 (W.D.N.Y.) as a general model for implementation of this Paragraph 23.

24. Belmont and RAC shall remove from the special waiting list, and reinstate on the appropriate portions of Belmont's or RAC's regular waiting lists, according to the date of their original application to Belmont or RAC, all special applicants who, when they are processed, cannot verify their claim of

federal preference pursuant to Paragraph 21, or do not then meet the other criteria set forth above in Paragraph 6 for special applicants. However, special applicants removed from the special waiting list for failure to verify federal preference status shall be placed on the supplemental waiting list developed pursuant to Paragraph 40, below, according to their original date of application, at such future time as they submit to Belmont or RAC, as appropriate, a revised application claiming current federal preference status.

25. Nothing in this Consent Decree alters the statutory and regulatory criteria for eligibility to participate in the Section 8 tenant-based program. Subject to 24 C.F.R. § 982.201(f), Belmont and RAC may remove from all their waiting lists (including, but not limited to, the special waiting list) all special applicants who do not meet these criteria at the time they are processed.

26. The special waiting list shall be discontinued when (a) all special applicants have been processed, or (b) three and one-half years after the CHC begins operation -- whichever occurs first. However, if any special applicants have not been processed within three and one-half years after the CHC begins operation, RAC and Belmont shall continue using the special waiting list for a period of up to one year. If any special applicants have not been processed within four and one-half years after the CHC begins operation, they shall be reinstated on the appropriate portion of the waiting list of the program to which

they had applied, according to their original date of application to that program.

27. HUD shall conduct a study of rents in Erie County to determine whether, under the substantive standards for establishment of exception rent areas, 24 C.F.R. §§ 882.106(a)(3) and 887.351(b)(2) as set forth in HUD's regulations, any such exception rent areas should be established in Erie County, and if so, what the precise boundaries of any such exception rent areas should be and what specific percentage of rent in excess of the applicable Fair Market Rents ("FMRs") should apply to such areas. HUD retains the final authority and discretion to make the determinations in this study. Amherst/Belmont and Buffalo/RAC shall take the necessary steps under HUD's regulations to obtain any necessary approvals to implement exception rent levels in excess of the FMRs for the maximum percentage, if any, of each PHA's total number of subsidies allowed by HUD's regulations, consistent with the determinations by HUD set forth in the study required by this Paragraph 27. This study shall not serve to extend the time periods in this Consent Decree; however, special applicants offered a subsidy can choose to have issuance of such subsidy deferred until such time as the study is completed.

28. Buffalo shall be responsible for the establishment of a Community Housing Center ("CHC"), which shall provide mobility counseling services to the special applicants to whom either Belmont or RAC issue subsidies, designed to encourage and assist them in renting units in non-impacted areas, in accordance with

the functions and activities set forth in the final Request for Proposal ("RFP"), set forth in draft form in Exhibit C.

29. The CHC shall develop and implement a strategy, including undertaking the following outreach efforts, designed to attract and encourage more landlords in non-impacted areas in Erie County -- including within Buffalo itself -- to participate in the Section 8 tenant-based programs and rent units to class members: (i) presentations to real estate, management and owner associations, (ii) local advertisements, (iii) newsletter announcements, and (iv) general mailings.

30. The CHC shall be operated by the non-profit organization(s) selected by Buffalo and approved by HUD, based upon competitive bids submitted to Buffalo in response to the RFP, set forth in draft form in Exhibit C, in accordance with the following procedures:

(a) Within 7 days after the entry of an Order by the Court substantially in the form appended hereto as Exhibit E, all parties shall transmit their comments, if any, in writing to HUD regarding the draft RFP set forth in Exhibit C. HUD shall consider any such comments and, within 21 days after HUD receives all comments, make such changes to the draft RFP as HUD deems appropriate. The final RFP shall then be filed with the Court to be attached to this Consent Decree as Exhibit C in place of the draft RFP, before or after the entry of Final Judgment.

(b) Upon HUD's provision to Buffalo of a final RFP, Buffalo, at its own expense, shall issue the RFP by causing the

following notice: (a) one time in the Commerce Business Daily, (b) three times in The Buffalo News, (c) one time in The Challenger, and (d) letters to the non-profit organizations on a list to be provided by HUD.

(c) Within 7 days after the closing date for submitting applications to Buffalo in response to the RFP for the CHC, Buffalo shall provide to counsel for HUD and plaintiffs a copy of each application submitted. Within 21 days after such closing date, plaintiffs shall provide to counsel for Buffalo and HUD, in writing, any comments plaintiffs may have regarding the applicants.

(d) Within 40 days after the closing date for submitting applications to Buffalo in response to the RFP for the CHC, Buffalo shall select the organization(s) to operate the CHC, and so notify counsel for HUD and plaintiffs in writing. Within 70 days after such closing date, HUD shall notify counsel for Buffalo and plaintiffs in writing whether HUD approves the organization(s) selected. If HUD does not approve the organization(s) selected by Buffalo, HUD shall include in the notification an explanation to Buffalo for its decision, and, within 7 days after receiving that explanation, Buffalo shall select another organization in accordance with that explanation.

(e) If HUD, at any point in this process prior to providing its approval of the organization(s) selected by Buffalo, determines that none of the applicants are qualified to operate the CHC, HUD shall so notify counsel for Buffalo and plaintiffs

in writing, and then provide a draft revised RFP to counsel for Buffalo and plaintiffs, who shall transmit any comments, in writing, to HUD within 10 days after receipt of the draft revised RFP. HUD shall consider any such comments, and, within 21 days after HUD receives both sets of comments, make such changes to the draft RFP as HUD deems appropriate. Upon HUD's provision to Buffalo of the final version of the revised RFP, Buffalo shall issue the revised RFP and the procedures set forth in Subparagraphs 30(b)-(d) shall be repeated.

(f) Buffalo shall notify counsel for the parties in writing once the contract for the CHC has been awarded. After consultation with the CHC, Buffalo shall notify counsel for the parties in writing at least 60 days prior to when the CHC intends to begin operation, specifying such date in the notice.

31. No party, including Buffalo or HUD, shall be the guarantor of the performance of the CHC, although no party shall thwart the CHC's exercise of its functions. Buffalo's contract with the organization(s) operating the CHC shall set forth specific procedures to apply if either Buffalo, HUD, or plaintiffs believe that the performance of the CHC is inadequate, so that such concerns can be reasonably considered and resolved. The contract shall further include procedures for termination of Buffalo's contract with the CHC if Buffalo, after consultation with HUD, concludes that the organizations(s) operating the CHC cannot make sufficient changes to resolve such concerns. However, these procedures are not intended to restrict or replace

any rights a party has under the Federal Rules of Civil Procedure to enforce the Final Judgment with respect to any other party or non-party. If the contract is terminated in accord with the applicable procedures in the contract, the procedures set forth in Paragraph 30, above, shall be followed to prepare and issue a new RFP and select a new organization to operate the CHC. Special applicants to whom either Belmont or RAC issue subsidies are third party beneficiaries of the contract between the City of Buffalo and the CHC solely with respect to those obligations of the CHC for which Buffalo is not the guarantor.

32. HUD hereby commits \$ 2.2 million in funding authority to Buffalo in its capacity as a PHA for operation of the CHC pursuant to this Consent Decree. HUD shall not execute the Amendment to the Annual Contributions Contract for this funding until it has approved the non-profit organization(s) to operate the CHC. If these funds are not sufficient to provide mobility counseling services and the other activities of the CHC for the entire time until the supplemental waiting list is discontinued pursuant to Paragraph 44, below, no defendant shall be expected or required to provide any additional funding. If any funds remain after such time as the supplemental waiting list is discontinued pursuant to Paragraph 44, below, such funds shall be used for the provision of mobility counseling services by the CHC to any RAC or Belmont applicant issued a subsidy.

33. RAC and Belmont shall automatically grant a request for a 60-day extension of the initial 60-day term of a subsidy issued

to a special applicant. Thus, special applicants who are issued a subsidy from RAC or Belmont shall have a maximum of 120 days from the date the subsidy is issued to submit a request for lease approval before the subsidy expires and must be turned in for issuance to another applicant. However, RAC and Belmont may grant one, and only one, additional 30-day extension of the subsidy to special applicants who do not submit a request for lease approval within that 120-day period if the applicant's mobility counselor from the CHC certifies in writing, prior to the end of the 120-day period, that the applicant needs the additional time and has not been dilatory in looking for housing.

34. Buffalo and Amherst agree, pursuant to the authority in 24 C.F.R. § 982.353(c)(3) (1996), that applicants whose domicile was in Buffalo at the time of application who are issued a subsidy by Belmont may also choose to rent a unit located in Buffalo, even during the first twelve months, and that applicants whose legal domicile was in one of the members of the Consortium at the time of application who are issued a subsidy by RAC may also choose to rent a unit located in one of the members of the Consortium, even during the first twelve months. The normal portability procedures in 24 C.F.R. §§ 982.353-.355 shall then apply.

35. Eighty of Buffalo's 700 additional Certificates referred to in Paragraph 11 shall be designated as Special Opportunity Certificates, which will be subject to the following provisions:

(a) In offering these Special Opportunity Certificates,

RAC shall give priority to special applicants who are currently residing in a census tract other than a non-impacted area (as defined in Subparagraph 1(e), above) and who agree to use their Certificate to rent a unit in a non-impacted area for the first year following the date of entering into a lease. After that first year, no special geographic restriction pursuant to this Paragraph 35 shall apply to where the participant may rent a unit.

(b) Within 30 days after the CHC begins operation, RAC shall mail, at its own expense, a letter (drafted by RAC in cooperation with counsel for plaintiffs) to all special applicants who are currently residing in a census tract other than a non-impacted area, advising them about the Special Opportunity Certificates.

(c) RAC shall issue the Special Opportunity Certificates, in order of the applicants' place on the special waiting list, to special applicants still residing in Buffalo who verify their claim of federal preference and who agree to the geographic restrictions on the Certificates. Any special applicant offered a Special Opportunity Certificate shall be informed at the time that the Certificate is offered that the applicant may choose to wait instead for a subsidy without such geographic restrictions, without losing the applicant's place on the special waiting list, and that, at any time prior to entering into a lease for a unit and prior to the expiration of the Special Opportunity Certificate, such applicant may choose to

inform RAC that the applicant does not want to use the Special Opportunity Certificate, and be reinstated on the special waiting list at the same place they would have been had they not initially been issued a Special Opportunity Certificate.

(d) If, at the time the special waiting list is discontinued pursuant to Paragraph 26, above, fewer than eighty Special Opportunity Certificates have been used by eligible special applicants to rent a unit in a non-impacted area, RAC, within 30 days after the supplemental waiting list is developed pursuant to Paragraph 40, below, shall mail, at its own expense, a redated copy of the letter required by Subparagraph 35(b), above, to all applicants on the supplemental waiting list who are currently residing in a census tract other than a non-impacted area. The procedures set forth above in Subparagraphs 35(a) and (c) for issuance and use of Special Opportunity Certificates to special applicants shall also apply to the issuance and use of Special Opportunity Certificates to applicants on the supplemental waiting list.

(e) If, by two and one-half years after the CHC begins operation, fewer than eighty Special Opportunity Certificates have been used by either eligible special applicants or eligible applicants on the supplemental waiting list to rent a unit in a non-impacted area, the unused Certificates shall be returned to the pool available to special applicants or applicants on the supplemental waiting list, as appropriate, and issued pursuant to Paragraph 12 and Subparagraph 16(c), above, and Subparagraph

43(b), below.

36. Within 30 days after the entry of Final Judgment, Belmont shall mail, at its own expense, a copy of the letter set forth in Exhibit D to all landlords (a) who are currently participating in its Section 8 tenant-based program, or (b) who are currently listing a vacancy through its Section 8 tenant-based program.

37. Approximately every six months after the CHC begins operation, Belmont and RAC shall separately notify counsel for the other parties, in writing, of the following information for the prior six-month period: (a) for each special applicant for whom processing has been completed, the form of assistance issued (e.g., one of the 800 Certificates, a turnover Voucher or Certificate, etc.) or why the applicant did not receive a subsidy, the date of referral to the CHC, and the census tract of the unit leased; and (b) for each month during the prior six-month period, the number of turnovers received, the number of special applicants called in off the waiting list, and the number of special applicants they have completed processing.

38. Approximately every six months after the CHC begins operation, the CHC shall provide a written report to counsel for all parties stating the services it provided during the prior six-month period, including, but not limited to: (a) the number of special applicants provided each category of services listed in the RFP, (b) narrative summaries regarding each such category of services, (c) narrative summaries regarding unsuccessful

efforts to place special applicants in units located in non-impacted areas, (d) outreach efforts to landlords in non-impacted areas (including narrative summaries regarding landlords who decline to participate in the Section 8 tenant-based program), (e) services provided to previously placed participants, and (f) narrative summaries of impediments to obtaining housing for special applicants in non-impacted areas and proposals to revise the CHC's services accordingly. In addition, approximately every year after the CHC begins operation, the CHC shall include in the above-described written report to counsel, a description of significant changes in the CHC's facilities, assets, and staff.

39. Within 30 days after the time that only 100 special applicants remain on the special waiting list, Belmont and RAC shall jointly so notify counsel for the other parties, in writing, and shall provide additional joint written notice once the special waiting list has been discontinued pursuant to Paragraph 26, above.

40. Within 30 days after the time that only 100 special applicants remain on the special waiting list, RAC shall develop -- and then provide to Belmont -- a supplemental waiting list from its records on file of all current RAC applicants who meet all of the following criteria: the applicant (a) is a minority resident of Erie County who was a resident of Buffalo at the time of application, (b) applied after the cut-off date set forth in Paragraph 6, above, for the appropriate bedroom size, but before the date of entry of Final Judgment, and (c) claims a federal

preference on the application. However, applicants who are single persons who are not either elderly, disabled, displaced, or the remaining member of a tenant family, as defined in 42 U.S.C. § 1437a(b)(3)(A), shall be placed at the bottom of the supplemental waiting list, pursuant to Paragraph 42, below. With respect to criterion (a), if the minority status of an applicant cannot be determined from the records on file with RAC, such applicant shall be tentatively placed on the supplemental waiting list but shall be required to claim minority status at the time that the applicant is called in off the supplemental waiting list.

41. Belmont and RAC shall also place the following applicants to their program on the supplemental waiting list developed pursuant to Paragraph 40, above: (a) minority applicants who meet criteria (b) and (c) for special applicants set forth in Paragraph 6, above, and who currently reside in Erie County outside of Buffalo, but who had been a resident of Buffalo at the time of application to Belmont or RAC; (b) applicants sent Exhibit A pursuant to Paragraph 10, above, who submit to Belmont or RAC, as appropriate, a revised* application claiming federal preference status after the special waiting list has been discontinued pursuant to Paragraph 26, above but prior to such time as the supplemental waiting list is discontinued pursuant to Paragraph 44, below; and (c) former special applicants removed from the special waiting list pursuant to Paragraph 24, above, for failure to verify federal preference, who, at any time after

being removed from the special waiting list, submit to Belmont or RAC, as appropriate, a revised application claiming federal preference status.

42. Applicants shall be placed on the supplemental waiting list in the order of their application date to RAC or Belmont, without regard to bedroom size, or if they applied to both, using the earlier application date. However, pursuant to Paragraphs 6 and 40, above, applicants who are single persons who are not either elderly, disabled, displaced, or the remaining member of a tenant family, as defined in 42 U.S.C. § 1437a(b)(3)(A), shall be placed at the bottom of the supplemental waiting list, below all other applicants on the supplemental waiting list, in the order of their application date among such single applicants. RAC and Belmont shall remove from their regular waiting lists all applicants on the supplemental waiting list.

43. After all special applicants have been processed, Belmont and RAC shall begin processing the applicants on the supplemental waiting list in the same manner as they had processed the special applicants on the special waiting list. Subject to the exceptions set forth in the Subparagraphs of this Paragraph 43, all provisions in this Consent Decree otherwise applicable to special applicants until the time that the special waiting list is discontinued pursuant to Paragraph 26, above (including Paragraphs 4, 15-22, 24, 25, 27, 28, 31-33, 35, and 37-39), shall also apply fully to the processing of, and issuance of subsidies to, applicants on the supplemental waiting list and

remain in effect until the supplemental waiting list is discontinued pursuant to Paragraph 44, below, so that subsidies and mobility counseling services otherwise limited to special applicants are made available to eligible applicants on the supplemental waiting list:

(a) Applicants on the supplemental waiting list must still live in Erie County (rather than just in Buffalo) in order to be offered a subsidy.

(b) As soon as all special applicants have been processed, or three and one-half years after the CHC begins operation -- whichever occurs first -- Subparagraph 16(a) shall be deemed modified so that only one-half of all of the Consortium's regular subsidies issued by Belmont each month shall be limited to applicants on either the special or supplemental waiting list, as appropriate.

44. The supplemental waiting list shall be discontinued when (a) all applicants on that list have been processed, or (b) four and one-half years after the CHC begins operation -- whichever occurs first. If any applicants on the supplemental waiting list have not been processed within four and one-half years after the CHC begins operation, they shall be reinstated on the appropriate portion of the waiting list of the program to which they had applied, according to their original date of application to that program.

45. All letters and notices required by this Consent Decree to class members, as defined in Paragraph 49, below, should be

combined in one mailing to the extent possible.

46. Any member community of the Consortium may withdraw from the Consortium so long as that is consistent with law, including its contractual obligations with lead PHA Amherst; however, such community cannot participate in or operate another Section 8 tenant-based program unless such other program complies with the terms of this Consent Decree applicable to Amherst and Belmont.

47. No party is responsible for the performance of the actions or obligations of any other party to this Consent Decree, except that Buffalo and Amherst, as the PHAs, are fully responsible for the performance of all actions and obligations set forth herein of RAC and Belmont, respectively, or their successors. Any actions and obligations of RAC shall apply fully to any other entities which, consistent with law, may replace RAC as the administrator of the Section 8 tenant-based program of Buffalo at any time during the period that this Consent Decree is in effect. If RAC is replaced as the administrator of the Section 8 tenant-based program of Buffalo, RAC shall be released from the performance of all actions and obligations set forth in this Consent Decree. Any actions and obligations of Belmont shall apply fully to any other entities which, consistent with law, may replace Belmont as the administrator of the Section 8 tenant-based program of the Consortium at any time during the period that this Consent Decree is in effect. If Belmont is replaced as the administrator of the Section 8 tenant-based program of the Consortium, Belmont shall be released from the

performance of all actions and obligations set forth in this Consent Decree.

48. Notwithstanding any other provision of this Consent Decree, any obligation of HUD hereunder subsequent to Federal Fiscal Year 1996, if any, is subject to the availability of appropriations for such purpose.

49. The definitions of the classes in the RAC and Belmont actions set forth in the Order of the Court entered on April 12, 1995, are amended pursuant to Rule 23(c)(1) of the Federal Rules of Civil Procedure to provide a joint class definition as follows:

All minorities who are: (a) Buffalo residents who are recipients of subsidies under the Section 8 tenant-based program of the City of Buffalo or the Erie County PHA Consortium; or (b) Erie County residents who applied to the Section 8 tenant-based program of the City of Buffalo or the Erie County PHA Consortium at any time prior to the entry of Final Judgment, and who resided in Buffalo at the time they applied; or (c) Erie County residents who claim that they would have applied to the Section 8 tenant-based program of the City of Buffalo or the Erie County PHA Consortium at some time prior to the entry of Final Judgment if they had been informed that they could have applied or if they had not been discouraged by any residency preference policy, as evidenced by the fact that they are applicants for or recipients of federally-subsidized housing assistance other than the Section 8 tenant-based program of the City of Buffalo or the Erie County PHA Consortium, and who resided in Buffalo at the time they claim they would have applied; or (d) Buffalo residents who apply in the future to the Section 8 tenant-based program of the City of Buffalo or the Erie County PHA Consortium during the period of time that Paragraphs 1-2 and 4-48 of the Consent Decree are in effect.

However, the foregoing amendments to the definitions of the classes in the RAC and Belmont actions set forth in the Order of

the Court entered on April 12, 1995 are conditional and shall be null and void, shall have no further force and effect, and the definitions of the classes in the RAC and Belmont actions set forth in the Order of the Court entered on April 12, 1995 shall be deemed reinstated, if the Consent Decree is finally disapproved by any court, or in the event that it fails to become effective for any reason whatsoever, or if the Final Judgment, as described in Paragraph 51, below, is finally reversed or modified on appeal.

50. Upon execution of this Consent Decree by the parties, the parties shall jointly apply to the Court for an Order substantially in the form appended hereto as Exhibit E, establishing procedures relating to a hearing pursuant to Rule 23 of the Federal Rules of Civil Procedure to determine whether the Court should approve this Consent Decree.

51. If the Court approves this Consent Decree, a Final Judgment, the entry of which shall be a condition precedent to any obligation of any party pursuant to this Consent Decree, shall be entered by the Court substantially in the form appended hereto as Exhibit F:

(a) Approving the Consent Decree set forth herein, and adjudging the terms thereof to be fair, reasonable, and adequate.

(b) Dismissing with prejudice all claims in the RAC and Belmont Complaints.

(c) Providing that all of the class members, as defined in Paragraph 49, above, or any of them, shall be barred and

enjoined forever from prosecuting any claims or causes of action that have been or could have been asserted by reason of, or with respect to, or in connection with, or which arise out of any of the matters alleged in the RAC and Belmont Complaints.

(d) Discharging and releasing each defendant named in the RAC or Belmont Complaint, and their administrators or successors, and any department, agency, or establishment of any defendant and any officers, employees, agent, or successors of any such department, agency, or establishment, from any and all claims and causes of action which have been asserted in the RAC and Belmont Complaints, or could have been asserted in either Complaint, or administratively, by reason of, or with respect to, or in connection with, or which arise out of any of the matters alleged in the RAC and Belmont Complaints, which the class members, or any of them had, have or may have against the aforementioned released persons or entities, or any of them.

(e) Providing that the obligations set forth above in Paragraphs 1-2 and 4-48 of the Consent Decree shall be in effect until the supplemental waiting list has been discontinued pursuant to Paragraph 44, above, and shall have no force or effect after the expiration of such time period. For four years after the Consent Decree has expired, the Court shall retain jurisdiction to entertain a motion, if any, to challenge HUD's decision regarding a residency preference that may be made pursuant to Paragraph 3, above.

52. The named plaintiffs in the RAC and Belmont Complaints,

all of the members of the class they represent, as defined in Paragraph 49, above, and each of them, and their heirs, administrators, successors, or assigns (together, the "Releasors"), hereby release and forever discharge the defendants and their administrators or successors, and any department, agency, or establishment of any defendant and any officers, employees, agents, or successors of any such department, agency, or establishment (together the "Releasees"), from any and all claims and causes of action which have been asserted in the RAC and Belmont Complaints, or could have been asserted in either Complaint, or administratively, by reason of, or with respect to, or in connection with, or which arise out of, any the matters alleged in the RAC and Belmont Complaints, which the Releasors, or any of them have against the Releasees, or any of them.

53. Nothing contained in this Consent Decree or in the Final Judgment shall:

(a) Impose on any defendant any duty, obligation or requirement the performance of which would be inconsistent with law or governmental rules or regulations at the time of such performance; or

(b) Alter the parties' agreement that the funding HUD is providing herein pursuant to Paragraphs 12 and 32, above, is the sole funding from HUD, and is not subject either to modification without HUD's consent or to the modification procedures in Subparagraph 53(c), below; or

(c) Impair any party's right, if any, to seek

modification of this Consent Decree, or any part thereof, if authorized by law. If any party intends to seek modification of the Consent Decree, or if any defendant concludes that the provisions of Subparagraph 53(a) have become applicable during the effective period of the Consent Decree, the following procedures shall apply:

(i) Written notice shall be sent to counsel for all parties to the Consent Decree, setting forth with particularity the basis for the modification sought or for the conclusion that Subparagraph 53(a) has become applicable; and

(ii) After receipt of said notice, counsel for the affected parties will, within a reasonable time, confer and make good faith efforts to resolve any outstanding issues; and

(iii) In the event that agreement cannot be reached, despite good faith efforts, any party may, after following these procedures, seek any recourse available to it under law.

54. This Consent Decree and any order approving this Consent Decree are not and shall not be construed as an admission by the defendants, or any of them, of the truth of any allegation or the validity of any claim asserted in the RAC or Belmont Complaints, or of defendants' liability therein, nor are they a concession or an admission of any fault or omission in any act or failure to act, or in any statement, written document, or report heretofore

issued, filed or made by any defendant, nor shall any of the terms hereof be offered or received in evidence or in any way referred to in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce this Consent Decree, nor shall they be construed by anyone for any purpose whatsoever as an admission or presumption of any wrongdoing on the part of defendants or any of them, nor an admission by any party that the consideration to be given hereunder represents the relief which could be recovered after trial or that the scope of the class could be ordered by the Court without the consent of the defendants.

55. (a) Following entry by the Court of Final Judgment, no default by any person or party in the performance of any of the covenants or obligations under this Consent Decree, or any judgment or order entered in connection therewith, shall affect the dismissal of the two Complaints, the injunction against prosecution of actions, the discharge and release of defendants, or any other provision of Subparagraphs 51(b), (c), or (d) hereof, or the judgment entered approving these provisions.

(b) In the event of any alleged default by any person or party in the performance of any of the obligations under this Consent Decree, or any judgment or order in connection therewith, the parties agree that the steps and procedures described in Subparagraph 53(c) shall be taken before any motion is filed with Court, in order to provide all parties with notice and the alleged defaulting party with the opportunity to cure any

default. The motion must identify the particular party alleged to be in default and specify the covenant or obligation of the Consent Decree.

56. If the Consent Decree is finally disapproved by any court, or in the event that it fails to become effective for any reason whatsoever, or if the Final Judgment is finally reversed or modified on appeal, except for the obligations of the parties under this Paragraph 56 and the provisions of Paragraphs 54 and 61 hereof, this Consent Decree shall be null and void, shall have no further force and effect, and shall not be used in the RAC or Belmont action or in any other action or proceeding, and this Consent Decree and all negotiations, proceedings, and statements made in connection herewith shall be without prejudice to any person or party, shall not be deemed or construed to be an admission by any party of any fact, matter, or proposition, and shall not be used in any manner or for any purpose in any subsequent proceeding in these Complaints or in any other action, court or administrative proceeding.

57. The terms of the numbered Paragraphs of this Consent Decree, and the Exhibits hereto, constitute the entire agreement of the parties, and no statement, remark, agreement, or understanding, oral or written, which is not contained herein, shall be recognized or enforced, nor does the Consent Decree reflect any agreed-upon purpose other than the desire of the parties to reach a full conclusion of the RAC and Belmont actions as between the parties and to resolve this matter without

the time and expense of further litigation.

58. Upon the Court's approval of this Consent Decree and the entry of a Final Judgment, as described in Paragraph 51 of this Consent Decree, pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, the claims alleged in the RAC and Belmont Complaints will be dismissed with prejudice.

59. As soon as is practicable after the entry of Final Judgment pursuant to this Consent Decree, HUD shall pay to plaintiffs attorney's fees, expenses, and costs in the amount of \$ 550,000 in full and final settlement of any and all claims in the RAC and Belmont actions for attorney's fees, expenses, or costs, pursuant to any statute or other basis for services that have been performed or that will be performed in the future in connection with these two Complaints or in any administrative or court proceeding arising under or relating to these Complaints. Any other claims for attorney's fees, expenses, or costs by any plaintiff or plaintiffs or by any counsel for any plaintiff or plaintiffs, against any defendant, shall be forever barred, provided, however, that plaintiffs do not waive any right they might have to attorney's fees with respect to future enforcement proceedings in connection with the Consent Decree. However, plaintiffs will not be entitled to an award of enforcement-related attorney's fees unless plaintiffs show that defendants were in contempt of the Consent Decree, and that the contempt was willful. Nothing in this Consent Decree will prevent any defendant from applying to the Court for attorney's fees, as

appropriate, with respect to any enforcement proceeding brought by plaintiffs.

60. The Releasees (as defined in Paragraph 52) are released from any additional liability for attorney's fees, expenses, or costs based on any and all claims and causes of action which have been, could have been, or will be asserted in the RAC and Belmont Complaints by reason of, or with respect to, any of the matters alleged in these two Complaints, which the Releasors (as defined in Paragraph 52) had, now have, or may subsequently have against the Releasees, including, without limitation, any and all claims for attorney's fees, expenses, or costs for services that may be performed in the future in connection with the RAC and Belmont Complaints or in any administrative or court proceeding arising under or relating to these two Complaints, provided, however, that plaintiffs do not waive any right they might have to attorney's fees with respect to future enforcement proceedings in connection with the Consent Decree. However, plaintiffs will not be entitled to an award of enforcement-related attorney's fees unless plaintiffs show that defendants were in contempt of the Consent Decree, and that the contempt was willful.

61. The provision for attorney's fees, costs, and expenses in this Consent Decree is not a finding that the position of any of the defendants in the RAC and Belmont Complaints or in connection with the matters to which these two Complaints relate was not substantially justified or that the defendants are liable as a matter of law for the payment of any attorney's fees,

expenses, or costs. This Consent Decree is not and shall not be construed as an admission by the defendants of the truth of any allegation or the validity of any claim asserted in this action or of the defendants' liability therein, nor are they a concession or an admission of any fault or omission in any act or failure to act, or in any statement, written document, or report heretofore issued, filed or made by any defendant, nor shall this Consent Decree nor any papers related hereto, nor any of the terms hereof be offered or received in evidence or in any way referred to in any civil, criminal, or administrative action or proceeding with than such proceedings as may be necessary to consummate or enforce this Consent Decree, nor shall they be construed by anyone for any purpose whatsoever as an admission or presumption of any wrongdoing on the part of the defendants. The provision of attorney's fees, expenses, and costs in this Consent Decree is by agreement of the parties and shall not serve as precedent in, or be referred to in, any other case.

62. Because of the large number of the members of the class, payment of the \$ 550,000 as set forth in Paragraph 59, above, shall be made directly to GREATER, UPSTATE LAW PROJECT, INC., as lead counsel for the plaintiffs, at the address set forth below.

63. The plaintiffs' counsel who are signatory hereto hereby represent, warrant and guarantee that such counsel are duly authorized to execute this Consent Decree on behalf of the plaintiffs, the members of the plaintiff class, and all counsel for plaintiffs and the members of the plaintiff class for the

purpose of discharging, releasing, and barring any claim against the defendants for attorney's fees, expenses, or costs relating to past, present, or future services by any and all counsel that might be compensable in connection with the RAC and Belmont Complaints, irrespective of whether names of such counsel are set forth below.

Respectfully submitted,

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Attorneys for Plaintiffs

By James M. Morrissey 8/13/96
JAMES M. MORRISSEY, ESQ. Date
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GREATER UPSTATE LAW PROJECT, INC.
Attorneys for Plaintiffs


By Michael L. Hanley 8/13/96
MICHAEL L. HANLEY, ESQ. Date

By Ellen M. Yacknin 8/13/96
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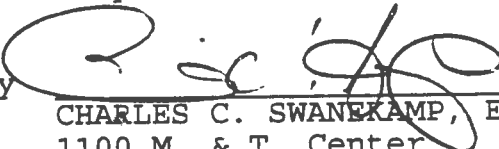
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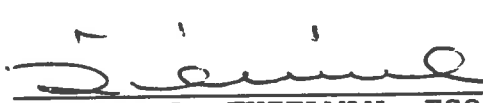
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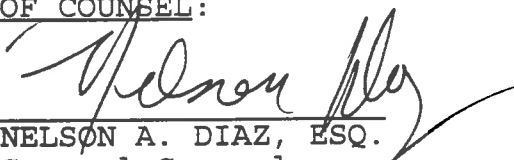
SAPERSTON & DAY, PC
Attorneys for Defendant Belmont

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CHARLES C. SWANEKAMP, ESQ. Date
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TOWN OF AMHERST, NEW YORK

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UNITED STATES DEPARTMENT OF JUSTICE
Attorneys for Defendant HUD

By  8/13/96
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(202) 514-4265

SO ORDERED:

Dated: _____

JOHN T. CURTIN
United States District Judge

EXHIBIT A

TO: Section 8 Applicant

FROM:

DATE:

SUBJECT: Waiting List Status

This notice contains very important information regarding your application for Section 8 Housing Assistance. Please read it carefully, it may help you get Section 8 sooner than you thought.

A recent settlement in the Comer v. Cisneros lawsuit will result in many Section 8 subsidies being made available to minority residents of Buffalo. To be eligible for a Section 8 subsidy, you must claim and verify a "federal preference". A federal preference means that you live in substandard housing, you pay more than half your income for rent and utilities, or you are involuntarily displaced (the enclosed sheet provides more information). Federal preference applicants must be given Section 8 assistance before those who do not have a federal preference.

According to our records, you did not claim a federal preference at the time you applied to the Section 8 Program. If you qualify for one now, you should submit a revised application (also enclosed).

You may mail or bring the application to 470 Franklin Street, Buffalo, NY 14202. You will keep your original date and time of application because you are updating the information, not re-applying for the program. If you have questions, please call XXX-XXXX, extension XXX. You may also call Western New York Law Center, Inc. at 855-0203. They will be happy to answer your questions.

Also note - You are allowed to claim a federal preference at any time while you're on the waiting list. So, even if you aren't eligible to claim a federal preference now, you should tell us later on if your circumstances change.

enc.

SECTION 8 DECKE
EXHIBIT B, PARAGRAPH 11

ACCESS CENTER
290 MAIN ST., 7TH FLOOR
BUFFALO, NY 14202

ADDS CASA DI VITA
200 ALBANY ST.
BUFFALO, NY 14213

ADULT LEARNING CENTER
389 VIRGINIA ST.
BUFFALO, NY 14201

AIDS ALLIANCE OF WNY
777 MAIN STREET
BUFFALO, NY 14203

AIDS COMMUNITY SERVICES
121 W. TUPPER
BUFFALO, NY 14201

AIDS FAMILY SERVICES
320 PORTER STREET
BUFFALO, NY 14201

NANCY M. BLASCHAK, EXECUTIVE
DIR.
AMERICAN RED CROSS
786 DELAWARE AVENUE
BUFFALO, NY 14209

BETHEL HEAD START
1490 JEFFERSON AVE.
BUFFALO, NY 14208

JOYCE BADGER
BETHESDA FULL GOSPEL CHURCH
1365 MAIN ST.
BUFFALO, NY 14209

ALTON COOPER
BLACK ROCK FOOD PANTRY
809 TONAWANDA STREET
BUFFALO NY 14207

BFLO. BD. OF EDUCATION
290 MAIN STREET
BUFFALO, NY 14202

ROSEMARIE LOTEMPLO
BUFFALO COMMON COUNCIL
ROOM 1412 - CITY HALL
BUFFALO, NY 14202

DEBRA MORSE
BFLO. COMM. SCH. IMP. CTR.
114 HICKORY ST.
BUFFALO, NY 14204

BUFFALO COLUMBUS HOSPITAL
300 NIAGARA STREET
BUFFALO, NY 14201

BUFFALO FEDERATION OF
NEIGHBORHOOD CENTERS, INC.
97 LEMON ST.
BUFFALO, NY 14204

BFNC
421 MONROE ST.
BUFFALO, NY 14212

BFLO. FED. OF NEIGHBORHOOD
CTRS
292 HIGH STREET
BUFFALO, NY 14204

SUSANA GONZALEZ
BUFFALO PRENATAL TASK FORCE
625 DELAWARE, SUITE 410
BUFFALO, NY 14202

BUFFALO URBAN LEAGUE
15 GENESEE STREET
BUFFALO, NY 14203

CALL FOR ACTION
2077 ELMWOOD AVENUE
BUFFALO NY 14207

CATHOLIC CHARITIES
819 TONAWANDA ST.
BUFFALO NY 14207

CATHOLIC CHARITIES
525 WASHINGTON STREET
BUFFALO, NY 14203

CATHOLIC CHARITIES/WIC
3200 ELMWOOD AVE.
KENMORE, NY 14217

RUBY HIGHSMITH
CATHOLIC CHARITIES
427 WILLIAM ST.
BUFFALO, NY 14204

SISTER JOAN SHERRY
CATHOLIC CHARITIES
488 PERRY ST
BUFFALO, NY 14204

CATHOLIC CHARITIES OF WNY
2315 SENECA STREET
BUFFALO, NY 14210

CENTRAL REFERRAL SERVICE
984 MAIN STREET
BUFFALO NY 14202

RICHARD LUCINSKI
CHANNEL 2 NEWS
259 DELAWARE AVENUE
BUFFALO, NY 14202

BARBARA NORTHINGTON
CHILD CARE COALITION
1160 MAIN ST.
BUFFALO, NY 14209

MARY T. STENGEL
CHILD & FAMILY SERVICES
330 DELAWARE AVE
BUFFALO, NY 14202

SHARON SISTI
CHILD AND FAMILY SERVICES
585 RIDGE ROAD
LACKAWANNA, NY 14218

CAROL ANN SCHWARTZ
CHILDREN'S HOSPITAL
WOMEN'S CLINIC
239 BRYANT STREET
BUFFALO, NY 14222

CITIZEN ACTION OF NY
433 FRANKLIN ST.
BUFFALO, NY 14202

CITY MISSION
100 E. TUPPER STREET.
BUFFALO, NY 14203

CLARKSON CENTER
111 ELMWOOD AVENUE
BUFFALO, NY 14201

CLEMENTE HEALTH CENTER
104 MARYLAND AVENUE
BUFFALO, NY 14201

JAMES JACKSON
COMMUNITY ACTION ORGANIZATION
735 HUMBOLDT PARKWAY
BUFFALO, NY 14208

CAO
485 BEST STREET
BUFFALO NY 14208

COMMUNITY ACTION ORGANIZATION
326 HIGH STREET
BUFFALO, NY 14204

KAREN BOEHLER
CONCERNED ECUMENICAL
MINISTRIES
286 LAFAYETTE AVENUE
BUFFALO, NY 14213

COMMUNITY SVCS. FOR THE
DEVELOPMENTALLY DISABLED, INC.
452 DELAWARE AVENUE
BUFFALO, NY 14202

DOROTHY SAN GEORGE
CORNER STONE MANOR
45 CARLTON STREET
BUFFALO, NY 14203

JANET MEISELMAN
DELTA DEVELOPMENT
325 WASHINGTON ST.
BUFFALO, NY 14203

EL COMIENZO
508 NIAGARA STREET
BUFFALO, NY 14201

CAROL MILLER
EMERGENCY HOUSING
336 FOREST AVE.
BUFFALO, NY 14213

ROBERT PETERSON
E.C.D.S.S.
478 MAIN STREET, RM 307
BUFFALO, NY 14202

PAT HENRY, ASST. DEP.
COMMISSIONER
E.C. DEPT. OF SOCIAL SERVICES
95 FRANKLIN STREET RM 406
BUFFALO, NY 14202

BEVERLY LUCAS
EVERYWOMAN OPPORTUNITY CENTER
237 MAIN STREET
BUFFALO, NY 14203

PAIR HOUSING OFFICE
1601 CITY HALL
BUFFALO NY 14202

CHERYL COLLIER
FAMILIES UNITED
1300 ELMWOOD AVE.
BUFFALO, NY 14222

FATHER BELLE COMMUNITY CTR.
109 MARYLAND STREET
BUFFALO, NY 14201

RANDI WASHINGTON
FILLMORE-LEROY AREA RESIDENTS
307 LEROY AVE.
BUFFALO, NY 14214

PATRICIA GRIFFIN
FOOD FOR ALL
775 MAIN STREET, SUITE 209
BUFFALO, NY 14203-1310

GENEVA B. SCRUGGS
COMMUNITY HEALTH CARE CTR.
1461 MAIN STREET
BUFFALO, NY 14209

KEN PERRY
GOOD SHEPHERD FOOD PANTRY
96 JEWETT AVENUE
BUFFALO NY 14214

HAVEN HOUSE
P.O. BOX 451
ELLCOTT STATION
BUFFALO, NY 14205

RON CALANDRA
HEARTS FOR THE HOMELESS
P.O. BOX 437
BUFFALO, NY 14223-0437

HERITAGE CENTER
1010 OAK STREET
BUFFALO NY 14202

HERITAGE CENTERS
1219 MAIN STREET
BUFFALO, NY 14209

HISPANICS UNITED
254 VIRGINIA ST.
BUFFALO, NY 14201

HOPE OF BUFFALO
335 GRIDER STREET
BUFFALO, NY 14215

H.O.N.E.
700 MAIN STREET
BUFFALO, NY 14202

VIVIAN LOGAN
HOMESPACE CORP.
P.O. BOX 482, STATION C
BUFFALO, NY 14209

LISA BRUCATO
HORIZON HUMAN SERVICES
3020 BAILEY AVENUE
BUFFALO, NY 14215

HOUSING ASSISTANCE CENTER
1233 MAIN STREET
BUFFALO, NY 14209

IPC FOOD PANTRY
3330 MAIN ST.
BUFFALO, NY 14214

MAGGIE LEE
INDEPENDENT LIVING CENTER
3108 MAIN STREET
BUFFALO, NY 14214

SHERRY ROBBINS
JUST BUFFALO
493 FRANKLIN ST., SUITE 209
BUFFALO, NY 14202

KENSINGTON-BAILEY NEIGHBORHOOD
HOUSING SERVICES, INC.
1048 KENSINGTON AVE.
BUFFALO, NY 14215

BARBRA OTT
LACKAWANNA COUNSELING
659 RIDGE RD.
LACKAWANNA, NY 14218

LACKAWANNA NEIGHBORHOOD SVCS.
52 GATES AVENUE
LACKAWANNA NY 14218

BARBARA HICKS
LAKESHORE CMHC
951 NIAGARA STREET
BUFFALO, NY 14213

LAKESHORE COMMUNITY CENTER
220 DELAWARE AVE, SUITE 515
BUFFALO, NY 14202

LITTLE PORTION PRIARY
1305 MAIN ST.
BUFFALO, NY 14209

GAYLE BRYANT
MENTOR FAMILIES UNITED
126 MONTCLAIR AVE.
BUFFALO, NY 14215

MERCY HEALTH CENTER
571 SOUTH PARK
BUFFALO, NY 14204

VAL GOSHIN
NATIVE AMERICAN PROGRAM
97. W. DELEVAN AVENUE
BUFFALO, N. Y. 14213

BONNIE GENERAL
NATIVE AMERICAN COMM. SERV.
1047 GRANT STREET
P.O. BOX 86
BUFFALO, NY 14207

JUDY BARTON
NIAGARA FRONTIER AIDS ALLIANCE
367 DELAWARE AVENUE
BUFFALO, NY 14202

LINDA SISSON
NIAGARA MOHAWK POWER
535 WASHINGTON STREET
BUFFALO, NY 14203

MR. MIGUEL SANTOS
NIAGARA MOHAWK
535 WASHINGTON STREET
BUFFALO, NY 14203

NORTH BFLO. FOOD CO-OP, INC.
3144 MAIN ST.
BUFFALO, NY 14214

JOANN WILLIAMSON
N. BFLO. COMMUNITY CTR.
203 SANDERS ROAD
BUFFALO, NY 14216

N.W. BUFFALO COMMUNITY SERV.
155 LAWN AVENUE
BUFFALO, NY 14207

JAMES NOTARO
PRIVATE INDUSTRY COUNCIL
227 RIDGE ROAD
LACKAWANNA, NY 14218

THE REFUGE HOUSE
339 VIRGINIA STREET
BUFFALO, NY 14201

REFUGE TEMPLE
943 JEFFERSON AVENUE
BUFFALO NY 14204

PETER FILLIM
RENTAL ASSISTANCE CENTER
470 FRANKLIN STREET
BUFFALO, NY 14203

SAFE HOUSE
1850 HERTEL AVENUE
BUFFALO NY 14216

LORETTA SAUER
SALVATION ARMY EMERG. SHELTER
960 MAIN ST.
BUFFALO, NY 14202

MAJOR ROBERT JOUBERT
ADULT REHABILITATION CTR.
THE SALVATION ARMY
1080 MILITARY ROAD
KENMORE NY 14217

SEVENTY-EIGHT RESTORATION
730 FILLMORE AVENUE
BUFFALO NY 14212

JIM ANZALONE
SPECTRUM HUMAN SVCS.
1235 MAIN STREET
STATION CPO, BOX 424
BUFFALO, NY 14209

SOUTH BUFFALO
NEIGHBORHOOD HOUSING SERVICES
1937 SOUTH PARK AVENUE.
BUFFALO, NY 14220

EMMA KULLAN
SOUTH BFLO. COMM. ASSN.
2219 SOUTH PARK AVE.
BUFFALO, NY 14220

ATTN: DAWN ACKMAN
TEEN CHALLENGE
500 LEROY AVENUE
BUFFALO NY 14215

TRAVLERS AID SERVICE
295 MAIN STREET
BUFFALO, NY 14203

URBAN CHRISTIAN MINISTRIES
967 JEFFERSON AVE.
BUFFALO, NY 14204

PAUL GIGLIA
WMY VETERANS HOUSING COALITION
1125 MAIN ST
BUFFALO, NY 14209

VESID
125 MAIN ST.
BUFFALO, NY 14203

VISTA
170 FULTON ST.
BUFFALO, NY 14204

VISTA OFFICE
261 FOURTH ST.
BUFFALO, NY 14201

VICTIM ASSISTANCE & ADVOCACY
155 LAWN AVENUE
BUFFALO, NY 14207

JOHN LONG, DIRECTOR
VIVE
50 WYOMING
BUFFALO, NY 14215

WAZ-TV 58
90 DONA ST.
LACKAWANNA, NY 14218

WEST SIDE COMM. SVCS.
161 VERMONT ST.
BUFFALO, NY 14213

WEST SIDE NEIGHBORHOOD
HOUSING SERVICES, INC.
359 CONNECTICUT STREET
BUFFALO, NY 14213

WEST SIDE NEIGHBORHOOD CTR.
11 PENNSYLVANIA STREET
BUFFALO NY 14201

WIC
120 W. EAGLE
BUFFALO, NY 14202

RICH NEWBERG
WIVE-TV
2077 ELNWOOD AVE.
BUFFALO, NY 14207-1975

REV. DANIEL WEIR
YWCA
190 FRANKLIN ST.
BUFFALO, NY 14202

YWCA
245 NORTH STREET
BUFFALO, NY 14201

August 12, 1996

**Request for Proposals for Serving as a
Community Housing Center for Erie County, New York,
Including the City of Buffalo**

Agency: City of Buffalo, New York

Authority: Stipulation of Settlement and Consent Decree in Comer v. Cisneros [RAC] and [Belmont], and Stipulation of Settlement and Consent Decree in Comer v. Cisneros [BMHA], CIV-89-1556C, United States District Court, Western District of New York

I. INTRODUCTION

This is a Request for Proposals ("RFP") to operate a Community Housing Center ("CHC") in accordance with both the Stipulation of Settlement and Consent Decree ("Section 8 Consent Decree") (attached) in Comer v. Cisneros [RAC] and [Belmont] and the Stipulation of Settlement and Consent Decree ("BMHA Consent Decree") (attached) in Comer v. Cisneros [BMHA], approved by the United States District Court for the Western District of New York on _____, 1996. All terms used herein shall be defined and interpreted in accordance with the applicable Consent Decree. The CHC will be responsible for (1) providing mobility counseling to certain recipients of Section 8 tenant-based assistance (referred to as "special applicants" and "applicants on the supplemental waiting list") under the Section 8 Consent Decree, and (2) outreach to private owners of rental housing and acting as a clearinghouse for affordable rental housing listings in "non-impacted" areas or "non-concentrated" areas of Erie County, New York. The program will be conducted in an effort to help certificate and voucher holders make informed choices in selecting housing and to aid certificate and voucher holders to move to housing which is not in areas of poverty or minority concentration. The specific responsibilities of the CHC are enumerated in the Consent Decrees and in Section III, below, of this RFP, "Scope of Work".

The City of Buffalo, in its capacity as a Public Housing Agency for the Section 8 tenant-based program, will award a contract to a nonprofit organization ("NPO") (or jointly to two non-profit organizations submitting a joint proposal) to establish the CHC with the advice of the United States Department of Housing and Urban Development ("HUD") and plaintiffs' counsel. HUD, Buffalo, and plaintiffs will monitor contract compliance.

The CHC must be an organization independent of the City of Buffalo, and of Erie County, New York or any municipality therein, and qualified to do business under the laws of New York State.

The term of the contract shall be one year, renewable (upon satisfaction of the performance criteria set out below) in one year increments until all such time as either (a) all special applicants and dislocatees from BMHA public housing issued Section 8 tenant-based assistance under the Consent Decrees, and then all applicants on the supplemental waiting list or BMHA class members issued Section 8 tenant-based assistance under the Consent Decrees, have received mobility counseling, or (b) the total available funding for the program, indicated below, has been expended, whichever occurs first. Funding is anticipated, but not required, to be expended over a period of approximately five years or until all funds are expended, whichever comes first, in accordance with this RFP, the Consent Decrees, and the approved application. HUD shall provide, to and through Buffalo, \$ 3,000,000 for the activities of the CHC, as described in this RFP, over the term of the program, provided that the CHC meets the conditions set forth in Section II, "Funding", below. Buffalo shall arrange for the CHC to draw down the funds for all approved expenses as they are incurred.

The additional sections of this RFP are:

- II. Funding
- III. Scope of Work
- IV. Payment for Services
- V. Proposal Contents
- VI. Evaluation Factors
- VII. Contract Award
- VIII. Comer Consent Decrees
- IX. Certifications:
 - Drug-Free Workplace
 - Lobbying Activity

Ten copies of the proposals are due no later than (60 days from publication in the Commerce Business Daily) at City of Buffalo, Department of [fill in, plus address]. Questions related to this RFP should be directed to ___ at the same address.

II. FUNDING

Funding from HUD will be for Section 8-related activities as stated in Section III, "Scope of Work," HUD will provide \$ 3,000,000 for the Section 8-related activities over the period of the mobility counseling program (which is anticipated, but not required, to be a period of approximately five years), for start-up costs for the CHC, mobility counseling, landlord

outreach, and clearinghouse activities. Funding will be paid through the City of Buffalo. Funds will be paid monthly as expenses are incurred and documented. The yearly rate of payment after start-up will be approximately one-fourth of the total \$3,000,000 remaining after approved start-up costs, provided the CHC can demonstrate that:

- A. It has spent the funds on tenant-based Section 8-related activities as described in Section III of this RFP;
- B. It runs an effective program, evaluation of which will be based on:
 - 1. The number of special applicants, applicants on the supplemental waiting list, dislocatees from BMHA housing, and class members provided each category of service required by the applicable Consent Decree, RFP, and the approved application;
 - 2. Quality and results of landlord recruitment efforts;
 - 3. The number of families who are assisted in moving to neighborhoods in Erie County that are outside of impacted areas or concentrated areas as defined in the applicable Consent Decree; and
 - 4. Criteria proposed in the approved application, as revised through any negotiation with HUD; and
- C. The rate at which expenses are being incurred are in accordance with the budget proposed in the approved application, as revised through any negotiation with HUD.

Any activities conducted by the CHC which are not related to this RFP and Section 8-related activities must be paid through other sources.

III. SCOPE OF WORK

A. Background

[FILL IN HISTORY OF LITIGATION AND
DESCRIPTION OF WHO RAC AND BELMONT REPRESENT
WHAT COMMUNITIES ARE INCLUDED IN BELMONT]

1. Section 8 Consent Decree

As part of the settlement, certain applicants to the Section 8 tenant-based programs of RAC and Belmont will be identified as "special applicants." Certain other applicants to RAC and Belmont will be identified as applicants on the supplemental waiting list. Special applicants, and then applicants on the supplemental waiting list, will receive priority for most of RAC's and Belmont's Section 8 tenant-based assistance, and eligibility for the mobility counseling services offered by the CHC. HUD will be also providing 800 Section 8 certificates through RAC and Belmont for these applicants.

Eighty Section 8 recipients will be eligible for use of Special Opportunity Certificates (SOCs) which require that the holder move to a non-impacted area, or relinquish the certificate. These certificates will be redistributed for the same purpose, if not used by the first recipient. The SOCs will be the first certificates issued under this program. The remaining 720 certificates give the holders the right to receive counseling, if they choose, but there are no restrictions on where the certificate is used.

Eligibility for placement on the special and supplemental waiting lists, and then issuance of Section 8 tenant-based assistance, is determined under the terms of the Consent Decree. RAC or Belmont will call in eligible applicants off these waiting lists, perform eligibility determinations, and issue certificates and vouchers in order of application and in accordance with the terms of the Consent Decree. CHC is not involved in this process. CHC's involvement with a recipient of a certificate begins with the Section 8 orientation after the recipients are selected. The special certificates are subject to the usual terms of Section 8 tenant-based assistance, except for the "Special Opportunity Certificates" which must be used in non-impacted areas. The certificate will initially be issued for 60 days, but RAC or Belmont will automatically extend it, upon request. If the special applicant has not requested lease approval within 120 days, the certificate may be extended for an additional thirty days to a total of 150 days, if CHC certifies in writing that the recipient has not been dilatory in their search for housing. RAC and Belmont are responsible for inspecting units and approving leases.

2. BMHA Consent Decree

As part of the settlement of the BMHA Consent Decree, BMHA and plaintiffs have agreed to a Reduction and Revitalization Plan involving the removal of 502 units within Commodore Perry Homes and Commodore Perry Extension (the Perry Projects), A. D. Price Extension and A. D. Price Courts (the Price Projects) and Lakeview Homes Apartments by a combination of demolition, unit reconfiguration and development of a public housing. Dislocatees will receive priority of most of the "Tenant-Based Subsidies",

also denominated as, "Relocation Subsidies" or Equal Opportunity Subsidies". HUD will provide 450 "Relocation Subsidies" to BMHA for these dislocatees. In the event that the dislocatees do not use all of the Tenant-Based Subsidies, BMHA will make them available to class members in accordance with the provisions of ¶s 28-34 of the Consent Decree.

B. Objectives

The purpose of the CHC is to seek to reduce barriers for minority families receiving Section 8 tenant-based assistance from the Town of Amherst, New York in its capacity as lead PHA for the Erie County PHA Consortium (through Belmont Shelter Corporation) and from the City of Buffalo, New York in its capacity as a PHA (through Rental Assistance Corporation of Buffalo), which may impede the exercise of informed choice in deciding to move to non-impacted areas in Erie County, New York, including within the City of Buffalo. These barriers may include lack of information about all eligible neighborhoods, lack of information or misinformation about portability features and exception rents in the Section 8 tenant-based program, lack of transportation, lack of child care, difficulty in applying effectively for available units, difficulty in satisfying tenant screening requirements, lack of a comprehensive listing of housing units with various forms of governmental assistance, lack of affirmative marketing efforts by owners of such units, landlord unfamiliarity or misconceptions regarding the Section 8 tenant-based program, illegal discrimination, and lack of assistance with transition-related problems following a move.

The duties of the CHC specified herein shall initially be provided to special applicants or dislocatees from BMHA housing receiving Section 8 tenant-based assistance, and then to applicants on the supplemental waiting list or BMHA class members receiving Section 8 tenant-based assistance, until such time as the funding is exhausted.

I. Housing Counseling Services to Families

The CHC shall:

All of the following Housing Counseling Services to families would apply to the families receiving Tenant-Based Subsidies or Equal Opportunity Subsidies from BMHA.

On behalf of All Special Applicants Receiving Tenant-Based Assistance from RAC or Belmont,

1. Hold initial group mobility counseling sessions to

educate families about the potential benefits of moving to non-impacted areas in Erie County, and encourage them to choose to receive individual mobility counseling, as described below.

2. Serve as a clearinghouse for information on potentially available housing located in non-impacted areas or non-concentrated areas of Erie County, including housing that is financed, in whole or in part, with Low Income Housing Tax Credits, mortgage or industrial revenue bonds, FHA mortgage insurance, or federal or state loans or grants, which are eligible to accept families with Section 8 tenant-based assistance. These clearinghouse activities shall include compiling and updating the following data: units becoming available at initial rent-up, vacancies and turnover, location, unit size, rent levels and utility costs, security deposits, and application and tenant selection procedures.

3. Prepare written requests to the PHAs, when applicable, for 30-day extensions of Certificates and Vouchers, certifying that the families were not dilatory in their search for housing.

On behalf of Families with Special Opportunity Certificates, and Special Applicants who Choose Individual Mobility Counseling,

4. Hold small group counseling sessions to further educate families about the potential benefits of moving to non-impacted areas or non-concentrated areas.

5. Provide individual mobility counseling on such subjects as housekeeping and credit and advocacy, as needed, to assist the families in passing standard tenant screening procedures and completing rental applications. As necessary, refer families to other agencies which can provide more in-depth counseling to achieve this goal.

6. Provide families with detailed information about various neighborhoods in non-impacted areas or non-concentrated areas, including schools, churches, transportation, services, and available vacancies in such neighborhoods.

7. To the extent feasible, refer each family to at least three (3) identified vacancies in non-impacted areas or non-concentrated areas that are located in neighborhoods selected by the family, appropriate for their needs (e.g., accessibility to employment, good schools for their children, etc.).

8. Provide transportation, escort services, child care,

and other services, as needed, to assist families as they look for housing in non-impacted areas or non-concentrated areas.

9. Prepare appropriate informational brochures for families and social service agencies to which families may be referred for additional services.

10. Provide general advice, guidance, and referrals to families who encounter alleged discrimination or harassment.

For Special Applicants Who Move to Non-Impacted Areas or Non-Concentrated Area,

11. Assist families with needed transitions at the time of and after the move, including help in locating schools, churches, child care, employment, and social services, and assistance in reducing any potential sense of isolation, resolving disputes with neighbors, or racial hostility.

For public housing tenants, the CHC will participate with BMHS in a group orientation session to explain the advantages of using Tenant-Based Subsidies, and relocating to non-concentrated areas.

III. Developing Housing Resources

The CHC shall:

1. Develop and implement a strategy to market the Section 8 tenant-based program and families to landlords in non-impacted areas or non-concentrated areas in order to recruit additional landlords for the program. This would include preparation and distribution of brochures to landlords, real estate agencies, and professional associations.
2. Speak with landlords who both accept or reject individually counseled tenants to learn of the landlords' experiences and the reasons for making the choices they did.
3. Advise landlords on meeting the criteria for the Section 8 tenant-based program and help them complete the necessary paperwork.
4. Provide to RAC, Belmont, and BMHA any information the CHC may accumulate on market rents in various non-impacted areas or non-concentrated areas within Erie County, and, if requested, assist BMHA, RAC and/or Belmont in applying for increases in FMRs and/or blanket exception rents.
5. Work with the interested local jurisdictions in the suburban Erie County to prevent the creation of undue concentrations of poverty. To the extent permitted by law, the CHC shall arrange placements so that no more than _____% of the units in any one apartment complex or development are leased by Section 8 tenant-based participants. Review any concerns about concentration in neighborhoods or streets (smaller than census tracts) in an effort to ensure that undue concentrations of poverty are not created.
6. Request and receive input from interested local jurisdictions on issues of local significance, including the identification of units and landlords and the coordination of post-placement counseling and support services. Maintain contact with one representative in each jurisdiction to keep the jurisdiction advised of the status of moves to that jurisdiction.
7. Conduct regular public relations activities, keeping the general public and media informed regarding the benefits of the mobility counseling program to minorities and to the communities, and respond to public criticism of the program.
8. Establish one ombudsperson to try to resolve actual or perceived problems created by the mobility counseling program and minority family relocation to non-impacted areas or non-concentrated areas.

10. Work with local entitlement jurisdictions (Buffalo, Amherst, [fill in others] to meet the requirements for Affirmatively Furthering Fair Housing Certification for their Consolidated Plans.

IV. General Administration

1. Become familiar with all applicable terms and conditions of the Consent Decrees of Comer v. Cisneros, requirements of the Section 8 tenant-based program, fair housing laws, and other materials needed to operate the CHC.

2. Maintain all records relating to the performance of its obligations under the terms of the Consent Decrees, RFP, and its approved application, including a written record of all referrals to privately owned or assisted housing developments and the outcome of such referrals. Upon reasonable notice, provide BMHA, Belmont and RAC, plaintiffs' counsel, and HUD access to such records for inspection and copying. Submit reports on the performance of its obligations to the plaintiffs, with copies to BMHA, Belmont, RAC, plaintiffs' counsel, and HUD until all funding provided pursuant to the Consent Decrees has been expended. Also comply with any informational requests that HUD, BMHA, RAC or Belmont make from time to time during the course of the program.

IV. PAYMENT FOR SERVICES

The CHC will be responsible for maintaining an appropriate accounting system to track expenditures from all funding sources. The contract with the City of Buffalo will specify that only Section 8-related activities, as specified in this RFP, may be paid from this source. Any activities which may be only partially Section 8- and RFP-related may be charged proportionately. Funding will continue until all funds allocated for the purposes described in this RFP are exhausted or until five years has elapsed, whichever occurs first.

V. CONTENTS OF PROPOSAL

A. General

The proposal must include all information requested in this section. Any proposal submitted after the due date or that does not contain the required information will be rejected. A newly-formed organization may substitute a description of the experience and knowledge of its principal officers and employees where a description of its own experience is requested below. However, a newly-formed organization is subject to a pre-award audit to ensure that an appropriate accounting system is in place to track expenditures from its HUD and non-HUD funding sources.

B. Required Contents

1. *Description of Experience, if any.* The organization must submit a narrative description of its experience, if any, in assisting lower-income families and/or minorities in the search for housing. The organization should describe its working knowledge, if any, of HUD's Section 8, public housing, and assisted housing programs. It also should include a list of its projects over the last two years, if any, that are relevant to the organization's suitability to perform the work described in this RFP. HUD and Buffalo reserve the right to request further information from any entity named in the organization's description of experience.
2. *Knowledge of the Erie County Real Estate Market, including the city of Buffalo, and Other Relevant Experience.* The organization must submit a narrative description of its knowledge of, and experience in, real estate activities in and around Buffalo and Erie County, New York. The narrative should specifically address the organization's knowledge of the rental market both inside and outside impacted areas and the barriers that limit access of lower-income and minority families to the housing that is outside such impacted areas or concentrated areas. It shall also specifically describe its experience with fair housing activities in the area.
3. *Description of Organizational Capacity.* The organization must submit a narrative description of its capability to handle a contract of this scope. The organization should provide an organizational chart of key personnel to be involved in each activity under the contract, and the percentage of time that they will devote to each activity. It should include resumes, references or other documents that show that key personnel have experience in the tasks described in Section III "Scope of Work" and the Consent Decrees. If the organization plans to utilize subcontractors, consultants or other agents, it should provide the same information with respect to them. The organization should also provide information regarding its long-term financial stability, including any funding anticipated from other sources in the foreseeable future for the organization's activities.
4. *Management Plan.*
 - a. As part of each organization's proposal, a **summary** of a management plan as described below,

particularly as the plan pertains to the evaluation factors set out in Section VI of this RFP, and with a delineation of the more significant features of (1) the budgetary and profit projections described in items 6 and 9 of subparagraph V.B.4.b immediately below and (2) the placement schedule described in item 10 of that subparagraph.

- b. Within 15 days after the contract is awarded, a detailed narrative of a management plan to carry out the program as outlined in the Consent Decrees and this RFP will be delivered to Buffalo, HUD Headquarters, and to counsel for the plaintiffs. No funds will be released until this Plan has been approved. The narrative will include a description of:
- (1) Each task and sub-task;
 - (2) The methodology to be used in accomplishing each task and sub-task;
 - (3) Internal financial management and oversight procedures and policies;
 - (4) When each task, sub-task and establishment of financial oversight procedures will be accomplished;
 - (5) Staff and organization (including an organizational flow-chart), and the staff-loading for each task and sub-task;
 - (6) Projected costs for each task and sub-task by calendar quarter;
 - (7) The support that is expected to be required from HUD, BMHA and RAC;
 - (8) Projected site and cost of office space;
 - (9) Projected fee or profit, if any, to be realized from the project; and
 - (10) Projected schedule of placements of Tenant-Based Subsidy or certificate holders in non-impacted areas or non-concentrated areas, by calendar quarter, over the duration of the contract.

5. *Performance Criteria.* The applicant will submit

proposed performance criteria and a proposed methodology for evaluating its performance under this RFP and the Consent Decrees. Payment for activities of the CHC pursuant to this RFP will be contingent upon approval by HUD of the performance of the CHC in accordance with the approved performance criteria and methodology for evaluation.

6. *Organizational Documents.* The organization(s) shall provide a copy of its Articles of Incorporation, corporate charter, or other official document showing authorization to do business under New York State law.
7. *Disclosure of Interest.* The organization(s) shall provide a statement which describes all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed which could present a possible conflict of interest with respect to: (1) being able to render impartial, technically sound, and objective assistance or advice; or (2) being given an unfair competitive advantage. The organization(s) shall describe its current and past relationship with HUD, RAC, Belmont, City of Buffalo, Town of Amherst, other consortium communities (including their litigation counsels: Lippes, Silverstein, Mathias and Wexler; Philip Thielman, Esq.; David D. Peace, Esq. and David B. Hayes, Esq.; and Saperstein and Day), and counsel for the plaintiff class (Neighborhood Legal Services, Inc., the Greater Upstate Law Project, Inc., and NAACP Legal Defense and Education Fund, Inc.) as it relates to a possible conflict of interest in carrying out the Counseling Program. The following types of interest should be disclosed:
 - a. employee, officer or agent of BMHA, RAC, Belmont, consortium communities, HUD, or plaintiffs' counsel;
 - b. member of the immediate family of that employee, officer, or agent;
 - c. partner of that employee, officer, or agent; or
 - d. organization which employs or is about to employ that employee, officer or agent.

The existence of such interest does not necessarily disqualify any applicant, but will be subject to review by HUD.

8. *Certificate Regarding Drug-free Workplace.* The organization must certify that it will provide a drug-free workplace and comply with the drug-free workplace requirements at 24 C.F.R. Part 24, Subpart F. See attached certification for drug-free workplace.
9. *Certification Regarding Lobbying.* Recipients of federal contracts, grants and loans are generally prohibited from using appropriated funds to lobby the Executive or Legislative branches of the federal government in connection with the specific contract, grant, or loan. HUD's regulations regarding these restrictions are codified at 24 C.F.R. Part 87. To comply with these restrictions, any organization that submits a proposal must submit a certification and, if applicable, a Disclosure of Lobbying Activities. The texts for the certification and Standard Form LLL, "Disclosure form to Report Lobbying," are attached.
10. *Certification Regarding Civil Rights.* The applicant must certify that it has no outstanding violations of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations pursuant thereto (24 CFR Part 1); the Fair Housing Act (42 U.S.C. 3601-19); Executive Order 11063, as amended by Executive Order 12892 and HUD regulations (24 CFR Part 107); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR Part 8); Title II of the Americans with Disabilities Act of 1990 (and applicable regulations at 28 CFR Part 36); the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR Part 146); Executive Order 11246 and all regulations issued pursuant thereto (41 CFR Chapter 60-1); and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and regulations pursuant thereto (24 CFR Part 135).

The CHC must not fail or refuse to hire, or discharge any individual, or otherwise discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin, and must otherwise comply with Title VII, 42 U.S.C. §2000e et seq.

VI. EVALUATION FACTORS FOR INITIAL SELECTION

Proposals will be evaluated in accordance with the factors set forth below. In all cases, the number of points stated represents the maximum. In the actual scoring, any given application may receive less than the maximum but more than the

minimum for each category, based on a discretionary evaluation of the quality of the response as compared to the responses in competing applications. Any proposal submitted by an entity that proves not to be eligible under the terms of this RFP will be deemed null and void and, if in the consideration phase, will be rejected. Also, in light of the importance of achieving the goals of the Consent Decrees, if none of the proposals submitted is rated highly enough to be deemed (in the opinion of HUD or Buffalo) worthy of funding, all such proposals may be rejected and a new RFP issued. Any proposals that are late, incomplete, or unsigned will be rejected.

In the evaluation factors set forth below, all references to the experience or qualifications of an applicant organization(s) should be interpreted to include the experience and qualifications of individual current officers and employees of that organization.

A. Familiarity with Housing Counseling and HUD Housing Programs (30 points).

1. Demonstrated successful work experience with fair housing and mobility (including social service) counseling of lower-income and minority families, particularly with respect to assisting families to move and assisting families in moving to neighborhoods outside areas of minority concentration (15).
2. Demonstrated work experience with HUD's Section 8 and Public and HUD-Assisted Housing Programs (10).
3. Demonstrated work experience implementing housing desegregation remedies (5).

B. Knowledge of the Erie County (including Buffalo) Real Estate Market (25 points).

1. Demonstrated record of participation in fair housing activities in and around Erie County, including Buffalo, Amherst, and other consortium suburbs, particularly with respect to low income families and racial or ethnic minorities (10).
2. Demonstrated knowledge of (or ability to obtain knowledge of) real estate activities, rental markets, transportation and other public services throughout the subject area, especially the communities of Amherst and other Consortium communities (10).
3. Demonstrated experience in rental markets in non-impacted areas, as that term is defined in Paragraph 1(e) of the Consent Decrees. (5).

C. Organizational Capacity (20 points).

1. Demonstrated capability of the organization to effectively manage a contract of this scope (10).
2. Demonstrated capability of the organization's key personnel, including officers, employees, partners, subcontractors, consultants and other agents to accomplish the work responsibilities of the CHC (5).
3. Degree to which the proposal, on its own, or in conjunction with independent job training and/or placement programs, recognizes and seeks to meet the objectives of Section 3 of the Housing and Urban Development Act of 1968 and regulations (24 CFR Part 135) pursuant thereto (5).

D. Quality of Proposal (30).

1. Extent to which the proposal demonstrates an understanding of the conditions of the Settlement Agreement and this RFP, and proposes a realistic approach to all the work requirements to meet the Agreement's objectives of: (1) mobility counseling to facilitate lower-income families' rental of housing outside areas of minority and poverty concentration; (2) landlord outreach; and (3) maintenance of a landlord clearinghouse (10).
2. Degree of clarity and acceptability of the overall proposal and specific methods, procedures and steps as outlined in the proposal and summary of the Management Plan (10).
3. Extent to which the proposal fully specifies appropriate performance criteria, including the number of families helped to move into desegregative settings and non-impacted areas, and evaluation measures to ensure that the CHC meet the requirements of the Consent Decrees and this RFP (10).

E. "Cost"/Efficiency Factor.

It is the goal of this RFP and that of the Consent Decrees to provide high quality services that will contribute substantially to the widening of housing choice for lower-income families, especially for lower-income families who receive Tenant-Based Subsidies or certificates by virtue of the Consent Decrees. While the number of families proposed to be served -- or the quantity of counseling and other services proposed to be rendered -- per dollar of funding to be provided under this RFP

will not be point-scored, the proposal selected for funding must be reasonable in these regards.

Proposals first will be evaluated from a technical standpoint under the foregoing standards, without regard to average cost (except to the extent that costs of a task or sub-task must be addressed as specified in Section V.B.4 above or in any other of the foregoing provisions). In the event that two proposals are competitive technically, the number of families proposed to be served or the quantity of services proposed to be provided per dollar of funding may be the deciding factor in the award decision.

VII. CONTRACT AWARD.

Discussions will be conducted with those organizations whose proposals fall within a competitive range from a technical perspective. These organizations may be given an opportunity to submit a best and final offer. Award will be made to the responsive organization whose proposal is considered to be the most advantageous under the standards set forth above.

VIII. DISCLAIMER.

Notwithstanding any provision of this RFP, no award shall be made pursuant to this RFP that is in contravention of pertinent conflict-of-interest or other procurement law.

Dear Landlord:

We want to thank you for your expressed interest and involvement in the Section 8 Renters Assistance Program. You can be proud of your participation in that it helps to ensure that low income families can access modest affordable housing throughout Erie County. We feel that conscientious, committed owners and decent, well-maintained rental units are key components of a successful Section 8 Program.

We also want to let you know about the opportunity to list your vacancies and rent to assisted families through another Section 8 Program in the area. Rental Assistance Corp. (RAC) administers a program comparable in size to Belmont's, which means they probably have 50 or more families searching for housing at any one time. Listing your vacancies with RAC, as well as with Belmont, will increase your chances of more quickly attracting a family with the resources necessary to meet their shelter expenses.

If you wish to list your rental unit with RAC, you may call them at _____.

Please feel free to call me anytime with your questions or comments, and thanks again for your continued participation.

James R. Shank
Landlord Outreach Specialist

EXHIBIT

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EXHIBIT E

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

JESSIE COMER, et al., individually and
on behalf of all persons similarly
situated,

Plaintiffs,

v.

HENRY G. CISNEROS, in his official capacity
as Secretary of the United States Department
of Housing and Urban Development; UNITED
STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT; RENTAL ASSISTANCE CORPORATION
OF BUFFALO; and CITY OF BUFFALO, NEW YORK,

Defendants.

RULE 23 ORDER

CIV-89-1556C
[RAC]

JESSIE COMER, et al., individually and
on behalf of all persons similarly
situated,

Plaintiffs,

v.

HENRY G. CISNEROS, in his official capacity
as Secretary of the United States Department
of Housing and Urban Development; UNITED
STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT; BELMONT SHELTER CORP.; and
TOWN OF AMHERST, NEW YORK,

Defendants.

RULE 23 ORDER

CIV-89-1556C
[Belmont]

Upon the joint motion of plaintiffs and defendants Henry G. Cisneros, Secretary of the United States Department of Housing, and Urban Development, the United States Department of Housing and Urban Development (together, "HUD"), Rental Assistance

Corporation of Buffalo ("RAC"), the City of Buffalo, New York, Belmont Shelter Corp. ("Belmont"), the Town of Amherst, New York, in its capacity as lead Public Housing Agency for the Erie County PHA Consortium, and upon the Stipulation of Settlement and Consent Decree lodged by the foregoing parties on this date (the "Consent Decree"), and the Court being fully advised in the premises, IT IS HEREBY

ORDERED, that:

1. The definitions of the classes in the RAC and Belmont actions set forth in the Order of the Court entered on April 12, 1995, are hereby amended pursuant to Rule 23(c)(1) of the Federal Rules of Civil Procedure to provide a joint class definition in the RAC and Belmont actions as follows:

All minorities who are: (a) Buffalo residents who are recipients of subsidies under the Section 8 tenant-based program of the City of Buffalo or the Erie County PHA Consortium; or (b) Erie County residents who applied to the Section 8 tenant-based program of the City of Buffalo or the Erie County PHA Consortium at any time prior to the entry of Final Judgment, and who resided in Buffalo at the time they applied; or (c) Erie County residents who claim that they would have applied to the Section 8 tenant-based program of the City of Buffalo or the Erie County PHA Consortium at some time prior to the entry of Final Judgment if they had been informed that they could have applied or if they had not been discouraged by any residency preference policy, as evidenced by the fact that they are applicants for or recipients of federally-subsidized housing assistance other than the Section 8 tenant-based program of the City of Buffalo or the Erie County PHA Consortium, and who resided in Buffalo at the time they claim they would have applied; or (d) Buffalo residents who apply in the future to the Section 8 tenant-based program of the City of Buffalo or the Erie County PHA Consortium during the period of time that Paragraphs 1-2 and 4-48 of the Consent Decree are in effect.

2. The foregoing amendments to the definitions of the classes in the RAC and Belmont actions set forth in the Order of the Court entered on April 12, 1995, are conditional and shall be null and void, shall have no further force and effect, and the definitions of the classes in the RAC and Belmont actions set forth in the Order of the Court entered on April 12, 1995, shall be deemed reinstated, if the Consent Decree is finally disapproved by any court, or in the event that it fails to become effective for any reason whatsoever, or if the Final Judgment, as described in Paragraph 51 of the Consent Decree, is finally reversed or modified on appeal.

3. The Notice of Proposed Settlement of Housing Discrimination Class Action ("Notice"), annexed to hereto, is hereby approved, and commencing within the week following entry of this Order, defendants (other than HUD) shall, in the RAC, Belmont and BMHA actions, cause the Notice of Settlement to be published, at their own expense, as follows: (a) two times, at one-eighth page size, in The Buffalo News; (b) two times, at one-quarter page size, in The Challenger; and (c) one time, at one-quarter page size, in La Prensa Hispana. Within two business days after entry of this Order, defendants shall conduct mailings to the organizations (not to exceed 50) listed on Exhibit G to the RAC and BELMONT Consent Decree, including posters such organizations will be asked to post at their office.

4. A hearing shall be held at the United States Courthouse, Buffalo, New York, at 10 a.m., on September 5, 1996, as set forth

in the Notice of Settlement, to determine (or to direct the later determination, without further notice, of) the reasonableness, adequacy, and fairness of the Consent Decree, and whether it should be approved by the Court.

5. Any potential class member who objects to approval of this Consent Decree shall serve and file notice of his or her intention to appear and object and all papers he or she intends to present to the Court prior to the hearing on September 5, 1996.

6. It is hereby determined, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that the giving of notice as provided above will constitute due and sufficient notice for all purposes relating to this Consent Decree, including the settlement, the proposed dismissal, and the hearing, to all persons entitled to such notice.

7. The Court reserves the right to approve the Consent Decree with modifications consented to by lead counsel for all the parties, without further notice to members of the class, where appropriate.

Dated: _____, 1996

JOHN T. CURTIN
United States District Judge

ATTENTION MINORITY SECTION 8 APPLICANTS

Proposed Settlement of Housing Discrimination Class Action Lawsuit

Settlements have been proposed in Comer v. Cisneros [CIV 89-1556C], a class action lawsuit filed in the U.S. District Court for the Western District of New York. A hearing will be held on September 5, 1996 to determine whether the proposal is a fair resolution of this lawsuit.

What Will the Settlements Do?

The proposed settlements involve low income housing programs in Buffalo and Erie County. The settlements will improve conditions in BMHA public housing, produce 50 new public housing units in Buffalo, provide 1,550 additional rent subsidies to class members, and change the admissions procedures for the BMHA and the Section 8 rent subsidy programs. The settlements will also create a Community Housing Center to provide counseling to help low income class members find better housing.

What Was the Lawsuit About?

The plaintiff class in the lawsuit claimed that policies and practices in the BMHA public housing and Erie County Section 8 rent subsidy programs illegally discriminated against minorities, creating racial segregation in public housing, and preventing minorities from obtaining Section 8 rent subsidies. The defendants include the federal Department of Housing and Urban Development (HUD), the Rental Assistance Corporation (RAC) and the Belmont Shelter Corporation, the City of Buffalo and the Buffalo Municipal Housing Authority (BMHA).

The defendants deny all of plaintiffs' claims. This proposed settlement does not constitute an admission of liability by any party.

Who is in the Class and Affected by the Settlements?

You are a member of the class and will be affected by the settlements if you are a member of a racial minority group, and:

1. You are, or were, a resident of Buffalo who has a Section 8 rent subsidy, or applied for one, through RAC or Belmont; or
2. You are an applicant for, or a tenant in, BMHA public housing.

How Will Class Members be Affected?

If you are a member of the class of plaintiffs, you may benefit from the provisions of the proposed settlements. As a class member you will also be barred from suing any of the defendants in the future on the same claims.

For More Information: Call the Western New York Law Center at 855-0203 or the Greater Upstate Law Project at 1-800-724-0490, ext 650. You may also review a copy of the proposed settlements at the Center, 454 Ellicott Square Building, 295 Main Street, Buffalo, NY; the Federal Court Clerk's Office, 3rd Floor, 68 Court Street, Buffalo, NY; or at any BMHA Management Office.

Do You Want to Comment on the Settlements?

If you want to comment on the proposed settlements, do not call the Court. Instead, send your written comments directly to Judge Curtin by September 5, 1996. Address your envelope to:

Honorable John T. Curtin
U.S. District Courthouse Chambers, 6th Floor
68 Court Street
Buffalo, NY 14202

Do You Want to Speak at the Hearing? If you want to speak to Judge Curtin at the hearing, be at his courtroom on the sixth floor of the Court House on Niagara Square, at 10:00 a.m. on September 5, 1996. Tell the court officials you are there to comment on the proposed Comer settlements.

EXHIBIT F

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

JESSIE COMER, et al., individually and
on behalf of all persons similarly
situated,

Plaintiffs,

v.

HENRY G. CISNEROS, in his official capacity
as Secretary of the United States Department
of Housing and Urban Development; UNITED
STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT; RENTAL ASSISTANCE CORPORATION
OF BUFFALO; and CITY OF BUFFALO, NEW YORK,

Defendants.

FINAL JUDGMENT
AND ORDER

CIV-89-1556C
[RAC]

JESSIE COMER, et al., individually and
on behalf of all persons similarly
situated,

Plaintiffs,

v.

HENRY G. CISNEROS, in his official* capacity
as Secretary of the United States Department
of Housing and Urban Development; UNITED
STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT; BELMONT SHELTER CORP.; and
TOWN OF AMHERST, NEW YORK,

Defendants.

FINAL JUDGMENT
AND ORDER

CIV-89-1556C
[Belmont]

Upon the joint motion of plaintiffs and defendants Henry G.
Cisneros, Secretary of the United States Department of Housing,
and Urban Development, the United States Department of Housing

and Urban Development, Rental Assistance Corporation of Buffalo ("RAC"), the City of Buffalo, New York, Belmont Shelter Corp. ("Belmont"), the Town of Amherst, New York, in its capacity as lead Public Housing Agency for the Erie County PHA Consortium, and upon the Stipulation of Settlement and Consent Decree lodged by the foregoing parties on August 13, 1996 (the "Consent Decree"), the Rule 23 Order (Exhibit E) entered on August 13, 1996, and the Court being fully advised in the premises, IT IS HEREBY

ORDERED, that:

1. The settlement set forth in the Consent Decree is approved and the terms thereof are hereby adjudged to be fair, reasonable, and adequate.

2. All claims in the RAC and Belmont Complaints are dismissed with prejudice.

3. All of the class members, as defined in the Rule 23 Order (Exhibit E) entered on August 13, 1996, or any of them, shall be barred and enjoined forever from prosecuting any claims or causes of action that have been or could have been asserted by reason of, or with respect to, or in connection with, or which arise out of any of the matters alleged in the RAC and Belmont Complaints.

4. Each defendant named in the RAC or Belmont Complaint, and their administrators or successors, and any department, agency, or establishment of any defendant and any officers, employees, agent, or successors of any such department, agency, or establishment, are hereby discharged and released from any and

all claims and causes of action which have been asserted in the RAC and Belmont Complaints, or could have been asserted in either Complaint, or administratively, by reason of, or with respect to, or in connection with, or which arise out of any of the matters alleged in the RAC and Belmont Complaints, which the class members, or any of them had, have or may have against the aforementioned released persons or entities, or any of them.

5. The obligations set forth in Paragraphs 1-2 and 4-48 of the Consent Decree shall be in effect until the supplemental waiting list has been discontinued pursuant to Paragraph 44 of the Consent Decree, and shall have no force or effect after the expiration of such time period. For four years after the Consent Decree has expired, the Court shall retain jurisdiction to entertain a motion by plaintiffs, if any, to challenge HUD's decision regarding a residency preference that may be made pursuant to Paragraph 3 of the Consent Decree.

Dated: _____, 1996

JOHN T. CURTIN
United States District Judge

COMER COMMENT DECREE (BIOA AND SECTION 8)
RULE 23(X) NOTICE LIST OF 50 ORGANIZATIONS

ACCESS CENTER
290 MAIN ST., 7TH FLOOR
BUFFALO, NY 14202

NANCY M. BLASCHAK, EXECUTIVE
DIR.
AMERICAN RED CROSS
786 DELAWARE AVENUE
BUFFALO, NY 14209

BETHEL HEAD START
1490 JEFFERSON AVE.
BUFFALO, NY 14208

JOYCE BADGER
BETHESDA FULL GOSPEL CHURCH
1365 MAIN ST.
BUFFALO, NY 14209

ALTON COOPER
BLACK ROCK FOOD PANTRY
809 TONAWANDA STREET
BUFFALO NY 14207

BUFFALO COLUMBUS HOSPITAL
300 NIAGARA STREET
BUFFALO, NY 14201

BUFFALO FEDERATION OF
NEIGHBORHOOD CENTERS, INC.
97 LEMON ST.
BUFFALO, NY 14204

BFNC
421 MONROE ST.
BUFFALO, NY 14212

BUFFALO URBAN LEAGUE
15 GENESEE STREET
BUFFALO, NY 14203

CATHOLIC CHARITIES
819 TONAWANDA ST.
BUFFALO NY 14207

CATHOLIC CHARITIES
525 WASHINGTON STREET
BUFFALO, NY 14203

RUBY HIGHSMITH
CATHOLIC CHARITIES
427 WILLIAM ST.
BUFFALO, NY 14204

SISTER JOAN SHERRY
CATHOLIC CHARITIES
488 PERRY ST
BUFFALO, NY 14204

CATHOLIC CHARITIES OF WNY
2315 SENECA STREET
BUFFALO, NY 14210

CITY MISSION
100 E. TUPPER STREET.
BUFFALO, NY 14203

CLARKSON CENTER
111 ELMWOOD AVENUE
BUFFALO, NY 14201

CLEMENTE HEALTH CENTER
104 MARYLAND AVENUE
BUFFALO, NY 14201

JAMES JACKSON
COMMUNITY ACTION ORGANIZATION
735 HUMBOLDT PARKWAY
BUFFALO, NY 14208

CAO
485 BEST STREET
BUFFALO NY 14208

(1)

EXHIBIT

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COMMUNITY ACTION ORGANIZATION
326 HIGH STREET
BUFFALO, NY 14204

DOROTHY SAN GEORGE
CORNER STONE MANOR
45 CARLTON STREET
BUFFALO, NY 14203

EL COMIENZO
508 NIAGARA STREET
BUFFALO, NY 14201

CAROL MILLER
EMERGENCY HOUSING
336 FOREST AVE.
BUFFALO, NY 14213

FATHER BELLE COMMUNITY CTR.
109 MARYLAND STREET
BUFFALO, NY 14201

RANDI WASHINGTON
FILLMORE-LEROY AREA RESIDENTS
307 LEROY AVE.
BUFFALO, NY 14214

GENEVA B. SCRUGGS
COMMUNITY HEALTH CARE CTR.
1461 MAIN STREET
BUFFALO, NY 14209

KEN PERRY
GOOD SHEPHERD FOOD PANTRY
96 JEWETT AVENUE
BUFFALO NY 14214

HISPANICS UNITED
254 VIRGINIA ST.
BUFFALO, NY 14201

HOPE OF BUFFALO
335 GRIDER STREET
BUFFALO, NY 14215

LISA BRUCATO
HORIZON HUMAN SERVICES
3020 BAILEY AVENUE
BUFFALO, NY 14215

IPC FOOD PANTRY
3330 MAIN ST.
BUFFALO, NY 14214

KENSINGTON-BAILEY NEIGHBORHOOD
HOUSING SERVICES, INC.
1048 KENSINGTON AVE.
BUFFALO, NY 14215

BARBARA HICKS
LAKESHORE CMHC
951 NIAGARA STREET
BUFFALO, NY 14213

LITTLE PORTION PRIARY
1305 MAIN ST.
BUFFALO, NY 14209

MERCY HEALTH CENTER
571 SOUTH PARK
BUFFALO, NY 14204

JOANN WILLIAMSON
N. BPLO. COMMUNITY CTR.
203 SANDERS ROAD
BUFFALO, NY 14216

N.W. BUFFALO COMMUNITY SERV.
155 LAWN AVENUE
BUFFALO, NY 14207

SAFE HOUSE
1550 HERTEL AVENUE
BUFFALO NY 14216

LORETTA SAUER
SALVATION ARMY EMERG. SHELTER
960 MAIN ST.
BUFFALO, NY 14202