

CONCILIATION AGREEMENT

between

The United States Department of Housing and Urban Development

and

Talitha Fleming


Bensalem, PA 19020

William Murray


Bensalem, PA 19020

(Complainants)

and

Richlieu Assoc. A Pennsylvania Partnership
55 Beattie Place
P.O. Box 1089
Greenville, SC 29602

(Recipient and Respondent)

and

AIMCO
301 Oxford Valley Road, Suite 1
Yardley, PA 19067-7706

and

Elena Linnik, Manager
Country Commons Apartments
3338 Richlieu Road
Bensalem, PA 19020

and

Maya Broytman, Assistant Manager
Country Commons Apartments
3338 Richlieu Road
Bensalem, PA 19020

(Recipient/Respondents)

Verified complaints with HUD, Title VIII case number 03-05-0616-8, under the Fair Housing Act, 42 U.S.C. §§ 3601-3619 (the Act), and Title VI case number 03-05-0068-6, under Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d (Title VI); and the Pennsylvania Human Relations Commission Docket number 200500862 having been filed August 10, 2005, and the Secretary of the United States Department of Housing and Urban Development, (the Secretary), having decided to resolve, and the matter having been conciliated between the parties hereto, it is agreed that a settlement be entered into under the following terms and conditions:

WHEREAS the Recipient/Respondents are in the business of providing and maintaining residential rental housing; and

WHEREAS the Recipient/Respondents receive Federal subsidy making it subject to the jurisdiction of Title VI, the Act, and State and local fair housing laws; and

WHEREAS the Complainants filed a complaint of discrimination under the Act and Title VI with the U. S. Department of Housing and Urban Development (the Department) in which they alleged that the Recipient/Respondents subjected them to different treatment due to their race and national origin by denying them tenancy at Country Commons Apartments (“Country Commons”) and by accepting only applicants of Russian descent for tenancy at Country Commons; and

WHEREAS an investigation was conducted by the Department to determine if the Recipient/Respondents are administering its program in such a way as to exclude Black applicants and potential applicants from tenancy at Country Commons; and the Department’s findings are:

1. On or around February 2, 2005, Ms. Fleming visited the subject property’s rental office to inquire as to her position on the waiting list. Ms. Broytman informed Ms. Fleming that she was not on the waiting list and there was no record that she had ever applied. Upon further review of the Country Commons records, Ms. Broytman was able to locate Ms. Fleming’s application file. Ms. Broytman indicated that the file showed that Ms. Fleming had applied for a unit and that her name had risen to the top of the waiting list in May 2003, at which time attempts were made to contact Ms. Fleming via telephone and mail. These efforts were unsuccessful because Recipient/Respondents used Ms. Fleming’s contact information provided with her original application, notwithstanding that Recipient/Respondents had been apprised of Ms. Fleming’s updated contact information in the year 2000.

2. Recipient/Respondents have a pattern of failing to update contact information and change of family composition for African American/Black applicants.
3. Recipient/Respondents then ran a credit check on Ms. Fleming and informed her that her application was still being denied based upon unresolved credit issues on her credit report. Recipient/Respondents informed Ms. Fleming that she would have to resolve her outstanding credit issues in order to be accepted for tenancy.
4. Although the Recipient/Respondents Resident Selection Criteria provides that applicants with unresolved bad credit issues (rated 04 through 09, excluding medical) within the past three years be rejected for tenancy, Recipient/Respondents unwritten policy is to make exceptions for recent immigrants with 04 through 09 credit accounts, if the underlying debt is owed to the organization that assisted the individual with the immigration process.
5. On or about July 7, 2005, Ms. Fleming contacted Ms. Linnik via telephone to advise that Ms. Fleming had resolved her outstanding credit issues. Ms. Linnik informed Ms. Fleming again that she would not be permitted to rent a unit at Country Commons because of her credit problems.
6. In response to Ms. Fleming's Fair Housing complaint, Recipient/Respondents indicated that once Ms. Fleming resolved her unresolved credit issues, she would be eligible to reapply.
7. The Country Commons Resident Selection Criteria provides that when applicants resolve their outstanding credit issues, they be reinstated to their original position on the waiting list. Country Commons' records reveal that similarly situated applicants that had resolved their credit issues were routinely reinstated to their original position on the waiting list without having to reapply.
8. Recipient/Respondents have a pattern of treating African American/Black tenants less favorably than White tenants of Eastern European descent with respect to the provision of renovations to update units.
9. Recipient/Respondents have a pattern of strictly enforcing the Country Commons House Rules against African American/Black tenants, and of overlooking the Country Commons House Rules with respect to White tenants of Eastern European descent.
10. Recipient/Respondents have a pattern of skipping over African American/Black applicants on the waiting list in favor of White applicants of Eastern European descent.
11. Recipient/Respondents are administering Country Commons in such a way as to exclude Black applicants and potential applicants from tenancy at Country

Commons, as evidenced by the fact that, from 2003-2005, 42 of 43 vacancies were filled by White applicants of Eastern European descent.

12. Recipient/Respondents have a pattern of dissuading potential African American/Black applicants from applying.

WHEREAS the Recipient/Respondents do not admit that they have and/or are administering its program in such a way as to exclude African American/Black applicants and potential applicants from residency at Country Commons and the Recipient/Respondents do not admit the factual findings identified above; and

WHEREAS the Complainant and the Recipient/Respondents have engaged in conciliation with the Department on August 19, 2005, August 23 2005, September 21, 2005, October 5, 2005, May 15, 2006 and May 18, 2006, July 27, 2006, July 31, 2006, August 25, 2006, August 28, 2006, August 29, 2006 and August 31, 2006, September 7, 2006, September 8, 2006, and September 11, 2006.

THEREFORE the Complainant and Recipient/Respondents enter into this Conciliation Agreement (the Agreement) voluntarily as full and fair resolution of the matters brought before the Department and the Department agrees that the relief provided herein is sufficient to vindicate the public interest.

I. GENERAL PROVISIONS:

- A. The Recipient/Respondents hereby waive, release, and covenant not to sue the Complainants with respect to any and all claims arising out of, or in any way relating to, the facts or circumstances occurring between the Complainant and the Recipient/Respondents, for and in consideration of the Complainants' waiver of rights (hereinafter stated), and in settlement of this matter with the Department.
- B. The Complainants, for and in consideration of the remedial relief described below, hereby waive, release and covenant not to sue the Recipient/Respondents (on their own behalf as well as any and all employees, agents, affiliates, partnerships, attorneys, officers, directors, subsidiaries, and/or partnerships associated in any way with the Recipient/Respondents or Country Commons) with respect to any and all claims arising out of, or in any way relating to these facts or circumstances occurring between the Complainant and the Recipient/Respondents. These matters brought by the Complainants: Title VIII 03-06-0084-8, Title VI 03-06-0068-6 and PA HRC docket number 200500862 will be considered withdrawn and/or dismissed with prejudice upon the effective date of this Agreement. This Agreement does not preclude other persons from filing housing discrimination complaints against Recipient/Respondents in connection with the operation of Country Commons.
- C. Recipient/Respondents agree, together with its employees and agents, that they shall comply with the provisions of the Act, Title VI or any applicable Federal,

State or local fair housing laws, in future real estate transactions covered by these laws.

- D. Upon execution, this Agreement is a public document. A copy of this Agreement shall be made available to any person for their review in accordance with the law. Richlieu Assoc. A Pennsylvania Partnership and AIMCO shall provide a copy of this agreement to any person upon request. Richlieu Assoc. A Pennsylvania Partnership and AIMCO shall all provide a copy of this Agreement to the on-site manager, and any duly elected Resident Council.

II. PROHIBITED PRACTICES

- A. The Recipient/Respondents shall comply fully with the provisions of Title VI and shall not directly, or through contractual or other arrangements, on the ground of race, color, or national origin:
 - 1. Deny a person any housing, accommodations, facilities, services, financial aid, or other benefits provided under the program or activity;
 - 2. Provide any housing, accommodations, facilities, services, financial aid, or other benefits to a person which are different, or are provided in a different manner, from those provided to others under the program or activity;
 - 3. Subject a person to segregation or separate treatment in any matter related to his receipt of housing, accommodations, facilities, services, financial aid, or other benefits under the program or activity;
 - 4. Restrict a person in any way in access to such housing, accommodations, facilities, services, financial aid, or other benefits or in the enjoyment of any advantage or privilege enjoyed by others in connection with such housing, accommodations, facilities, services, financial aid, or other benefits under the program or activity;
 - 5. Treat a person differently from others in determining whether he satisfies any occupancy, admission, enrollment, eligibility, membership, or other requirement or condition which persons must meet in order to be provided any housing, accommodations, facilities, services, financial aid, or other benefits provided under the program or activity;
 - 6. Deny a person opportunity to participate in the program or activity through the provision of services or otherwise, or afford him an opportunity to do so which is different from that afforded others under the program or activity (including the opportunity to participate in the program or activity as an employee);

7. Deny a person the opportunity to participate as a member of a planning or advisory body which is an integral part of the program;
 8. Utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to persons of a particular race, color, or national origin.
- B. Recipient/Respondents agree, together with its employees and agents, that they;
1. Will not refuse or fail to show, rent or negotiate for the rental or sale of, or otherwise make unavailable a dwelling to any person because of race, color, sex, religion, national origin, familial status or disability;
 2. Will not commit any act of discrimination against any person in the terms, conditions, or privileges in the sale or rental of a dwelling, or in the provision of services or facilities in connection thereof, because of race, color, sex, religion, national origin, familial status or disability;
 3. Will not interfere with, intimidate, threaten or coerce any person in the exercise or enjoyment of the right to purchase, sell, rent, or occupy a dwelling in any manner that might result in, or be interpreted as an act of discrimination on the basis of race, color, sex, religion, national origin, familial status or disability;
 4. Will not make, print, or publish, or cause to be made, printed or published, any notice, statement, or advertisement, with respect to the rental or sale of a dwelling, that indicates, directly or indirectly any preference, limitation or discrimination based on race, color, sex, religion, national origin, familial status or disability, or an intention to make any such preference, limitation or discrimination;
 5. Will not represent to any person, because of race, color, sex, religion, national origin, familial status or disability that any dwelling is not available for inspection, rental or sale, when such dwelling is in fact available;
 6. Will not steer, by use of words or actions, any person to or from the viewing or selection of any dwelling in any geographic area because of race, color, sex, religion, national origin, familial status or disability, or in any way influence the residential choice of any person on account of race, color, sex, religion, national origin, familial status or disability;
 7. Will not volunteer information or respond to questions from customers about the racial, ethnic, religious, familial status, or disability composition of any apartment building, apartment complex, townhouse or residential area;

8. Will not induce or attempt to induce, either directly or indirectly, any person to rent, lease, sell, or purchase a dwelling by the use of representations directly or indirectly regarding the entry or prospective entry into a neighborhood of a person or persons of a particular race, color, sex, religion, national origin, familial status or disability;
9. Will not utilize any documents, words or codes designed to reflect the race, color, sex, religion, national origin, familial status or disability of a prospective or actual tenant except as necessary to comply with the provisions of the section on reporting contained herein.

III. AFFIRMATIVE ACTION

- A. Within five (5) days of the effective date of this Agreement, Recipient/Respondents shall ensure that a date and time stamp is used for all future applications as they are received by Country Commons.
- B. Within one hundred twenty (120) days of the effective date of this Agreement or sooner, Recipient/Respondents shall ensure that Country Commons has software to maintain the waiting lists electronically. The waiting lists, at a minimum, must include the name of the head of household; date and time the applicant submitted the application; annual income level; identification of the need for an accessible unit, including the need for accessible features; preference status; unit size for which the family is eligible based upon the established occupancy standards; the disposition of each application (e.g., Rejected, move-in date, etc.), and the date of the disposition of each application. Only one waiting list shall be maintained for each bedroom size.
- C. Within sixty (60) days of the effective date of this Agreement, the following individuals shall attend an educational program approved by HUD covering the substantive provisions of Title VI, the Act, and this Agreement. Cooper Winston – Regional Vice President, Lori Kolinchak – Regional Property Manager; Elena Linnik – Community Manager; Maya Broytman – Assistant Community Manager; Barry Scothorn – Service Manager; Mark Fayn – Service Technician; Roman Andretskey – Service Technician; Soloman Dorbor – Grounds Technician; Margarita Rudik – Porter/Homecleaner; Irena Krug – Receptionist; Donna Jahr – Office Assistant.
 1. Within sixty (60) days of the effective date of this Agreement, the Community Manager and Assistant Community Manager at Country Commons will attend a sensitivity training program on how to effectively deal with members of the protected classes as delineated in the Fair Housing Act.

- D. The Recipient/Respondents shall immediately take action to reconstruct the waiting lists at Country Commons as follows:
1. Immediately discontinue the use of the current waiting lists to fill vacancies. Until the new waiting lists at Country Commons is created, Recipient/Respondents shall not fill any vacancies at Country Commons without first receiving approval from Wanda S. Nieves, Director, Philadelphia Regional Office of FHEO, The Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107.
 2. Within thirty (30) days of the effective date of this Agreement, Recipient/Respondents shall contact Stephanie Green, Francine Couch, Tracey Chavis, Denise Martin and Brandon Roberson to determine if they still have an interest in renting a unit at Country Commons. The Recipient/Respondents shall provide Denise Martin and Brandon Roberson with an application if they express interest in renting a unit at Country Commons. The Recipient/Respondents shall contact the Investigator, Vivienne Cardullo, to obtain contact information if it is unavailable.
 3. As soon as possible, but not later than thirty (30) days of the effective date of this Agreement, Recipient/Respondents shall run credit checks/criminal background checks on all the individuals identified in III.D.2, above, who still have an interest in renting a unit at Country Commons and authorize a credit and criminal background check be run. If any of the credit reports reveal scores that would otherwise prevent their residency at Country Commons, management shall notify the applicant of the actions he/she must take to qualify for residency and attempt to work with the applicant to resolve those credit issues sufficiently to become a tenant at Country Commons. This notice must be in writing and must be sent via certified mail, return receipt requested.
 4. The Recipient/Respondents shall work with the individuals identified in III.D.3, above, in an effort to resolve their credit issues sufficiently to become eligible for a unit at Country Commons. Once these credit issues have been resolved, the applicant shall be placed at the top (behind the Complainants) of the new applicable waiting list in the order the applicant becomes eligible for tenancy. The Department acknowledges that all successful applicants for residency at Country Commons must meet the requirements of the criminal background check.
 5. The Recipient/Respondents must take immediate action to modify the Affirmative Fair Housing Marketing Plan (AFHMP) for Country Commons to target those affirmative actions necessary to attract applicants who are least likely to apply. At a minimum, the AFHMP must include

outreach through advertisements placed in The Philadelphia Inquirer, Philadelphia Daily News, The Philadelphia Tribune and Al Día.

6. Within ten (10) days of receiving the Department's approval of the revised AFHMP for Country Commons, the Recipient/Respondents shall conduct outreach efforts in accordance with the revised plan, including the placement of advertisements in The Philadelphia Inquirer, Philadelphia Daily News, The Philadelphia Tribune and Al Día. These advertisements shall indicate that County Commons is accepting applications, by mail only, during a one-week period, and that a lottery system shall be employed to determine the applicants' placement on the waiting list. The Recipient/Respondents shall obtain approval of the advertisement prior to publication from Wanda S. Nieves, Director, Philadelphia Office of FHEO.
 7. The Recipient/Respondents shall, as soon as possible but not later than fifteen (15) days of the effective date of this Agreement, notify all individuals currently on the waiting lists, in writing, that the current lists have been abolished based upon the Department's investigation and this Agreement. The Notice must also indicate that if the applicant is interested in remaining on the waiting list, he/she will be required to submit a new application, and the details of the new application/lottery process will be provided in the advertisements referenced in III.D.6, above. The Recipient/Respondents shall obtain approval of the Notice from Wanda S. Nieves, Director, Philadelphia Office of FHEO, prior to its being mailed.
 8. Once the application period has ended, Recipient/Respondents shall determine an applicant's placement on the Country Commons waiting lists by instituting a lottery to be conducted on-site by either the Department or a Fair Housing Initiatives Program (FHIP)/Fair Housing Assistance Program (FHAP) partner, under guidelines to be provided by the Department. Applicants shall be notified of their place on the waiting list in accordance with established procedures. In the event of subsequent civil or administrative proceedings brought by applicants or others concerning the new Country Commons waiting list, the Department will note the non-discriminatory creation of the new waiting list.
- E. The Recipient/Respondents shall immediately cease the practice of granting exceptions to the credit criteria for any applicant whose 4 to 9 accounts are owed to the organizations, which assisted the applicant in his/her immigration process.
- F. Effective immediately, the Recipient/Respondents must begin to maintain a log of non-resident visitors and callers to Country Commons. The logs must include the date, name of visitor/caller, the nature of the inquiry (e.g., change in family composition, request for an application, etc.), and the action taken by the

Recipient/Respondents (e.g., provided application, recorded change of address on application, provided information, etc.).

- G. The Recipient/Respondents shall review applications for completeness to ensure compliance with the recordkeeping requirements of Title VI and the Act (e.g., the applicant must provide the name, relationship to Head of Household, sex, age, birth date, birthplace, occupation and social security number or Alien Registration number for all family members who will reside in the unit).
- H. Effectively immediately, the Recipient/Respondents shall take affirmative steps to fill future staff vacancies in a non-discriminatory manner.
- I. Within sixty (60) days of the effective of this Agreement, the Recipient/Respondents shall identify all those families who are under-housed and all families who are over-housed in accordance with the established occupancy policy (1-2 occupants in a one-bedroom unit, 3-4 occupants in a two-bedroom unit, 5-6 occupants in a three-bedroom unit). The Department acknowledges that certain residents who have made requests for additional rooms as a reasonable accommodation (pursuant to § 504 of the Rehabilitation Act of 1973) may live in units, which would otherwise be considered, over-housed. The Department is not requesting that the Recipient/Respondent move these residents, while the Department reserves the right to assess the validity of the request for reasonable accommodation. .
- J. Within sixty (60) days of the effective date of this Agreement, the Recipient/Respondents Regional Property Manager shall survey the units of all African American/Black tenants to determine the extent to which these units need to be renovated/upgraded.
- K. Effective immediately, unit renovations such as the installation of new carpeting, new doors, and bathroom and kitchen renovations, etc., shall be undertaken in accordance with the physical needs of the unit or the number of years a tenant has resided at Country Commons.
- L. To the extent the review identified in Section J above reveals a need, within ninety (90) days of the effective date of this Agreement, the Recipient/Respondents shall submit a plan to the Department outlining milestones to bring the units of African American/Black tenants up-to-date with all of the latest renovations undertaken in other units (e.g., new carpeting, new doors, kitchen and bathroom renovations, etc.) The renovations to be undertaken shall be comparable in workmanship and price. The African American/Black residents shall receive a copy of the survey for their unit and a letter providing that if a resident disagrees with the findings, he or she can contact Wanda S. Nieves, Director, Philadelphia Office of FHEO.

- M. Within 120 days of the effective date of this Agreement, Recipient/Respondents shall upgrade the units of all African American/Black tenants at Country Commons, which have not already been upgraded, with all the most up-to-date renovations/upgrades afforded to other tenants.
- N. Within sixty (60) days of the effective date of this Agreement, the Recipient/Respondents shall review the House Rules of Country Commons, including any seasonal reminders issued to tenants, and prepare a revised consolidated list of rules to be followed within the complex (e.g., pet policy, storage and/or use of barbeque grills on balconies and patios, clothes lines on balconies and patios, inside furniture on the balconies and patios, use of electric lamps on balconies and patios, etc.), and distribute this revised consolidated list of rules to each tenant. The list of rules must be transmitted by a notice advising tenants that violators must come into compliance with the rules within thirty (30) days from the issuance of the notice or face infractions and possibly lease termination if the violations persist.
- O. Effective immediately, the Recipient/Respondents must begin to maintain records sufficient to provide an audit trail of actions taken to process each application, transfer request, request for reasonable accommodation, etc. As an example, when an applicant cannot be reached at the phone number provided on the application, a letter shall be sent to the applicant via certified mail, return receipt requested, advising the applicant that his/her name has come to the top of the list.

IV. OTHER PROVISIONS:

- A. The Recipient/Respondents will assure that all persons are afforded the same courteous service by the Country Commons' representatives without regard to race, color, religion, sex, handicap, national origin or familial status.
- B. It is agreed and understood that the Secretary may review compliance with this Agreement, and as part of such review may require documentation concerning compliance, may examine witnesses, and may inspect records upon reasonable notice to counsel for Recipient/Respondents.
- C. The Secretary shall determine whether the Recipient/Respondents have complied with the terms of this Agreement.
- D. This Agreement shall become effective when signed by the Director of the Office of Fair Housing and Equal Opportunity. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of Recipient/Respondents and the Department. This Agreement shall remain in effect until Recipient/Respondents satisfactorily complete the provisions set forth in this Agreement; or, for a minimum of three (3) years after the effective date of

this Agreement, whichever is later. The Department will monitor Recipient's/Respondents' performance and/or satisfaction of the provisions set forth in this Agreement. If it is determined that the provisions of this Agreement are not being implemented, the Director, Philadelphia Regional Office FHEO, will recommend that the United States Department of Justice initiate court action to enforce the terms of this Agreement.

- E. The Recipient's/Respondents' failure to carry out the terms of this Agreement in connection with the operation of Country Commons may result in the suspension, termination, or refusal to grant or continue Federal financial assistance.
- F. If the Department has reason to believe that the Recipient/Respondents have not complied with any provision of this Agreement, counsel for the Recipient/Respondents shall be notified and the Recipient/Respondents shall be given ten days to cure any alleged deficiency.

V. SPECIFIC RELIEF FOR COMPLAINANTS:

- A. For the purpose of this Agreement the Recipient/Respondents will waive the credit check on the Complainants. Since the Complainants meet the requirements of a criminal background check, the Complainants will be placed at the top of the new waiting list at Country Commons for a three-bedroom unit. The unit would be inspected by the Regional Property Manager and if necessary, renovated with the most up-to-date renovations undertaken at Country Commons (e.g., new carpeting, new doors, kitchen and bathroom renovations, etc.). If Complainants disagree with any findings of the Regional Property Manager with respect to the condition of their unit, they will contact Wanda S. Nieves, Director, Philadelphia Office of FHEO. The Recipient/Respondents shall also make arrangements, subject to Recipient/Respondents approval, for the Complainants' belongings to be packed, moved and unpacked and for their furniture to be placed in the new unit at Country Commons according to Complainants' specifications.
- B. Within ten (10) days of the effective date of this Agreement, Recipient/Respondents shall provide the Department with a Company Check in the amount of ten thousand (\$10,000) dollars made payable jointly to Talitha Fleming and William Murray.
- C. Once the Complainants reside at Country Commons, the Recipient/Respondents agree to waive the Complainants' portion of their rent for the first eighteen (18) months of their tenancy at Country Commons.
- D. The Recipient/Respondents will pay the Complainant's current monthly rent of nine hundred and ten dollars (\$910.00), made payable to Hunters Creek Apartments located at 2835 Century Lane Bensalem, PA 19120 on the first day of the month starting November 1, 2006 plus any periodic rent increase should any occur while they are on the Country Commons waiting list, from the date of this

Agreement, provided they accept and move into the first available three-bedroom unit offered by the Recipient/Respondents. Recipient/Respondents shall refund to the Complainants their first months rent and security deposit in the amount of two thousand four hundred eleven (\$2,411.00) dollars at Hunters Creek and also pay any penalties incurred for early lease termination.

VI. REPORTING REQUIREMENTS

- A. Within thirty (30) days of the effective date of this Agreement, the Recipient/Respondents shall submit a revised AFHMP as described in III.D.5., above, to Wanda S. Nieves, Director, Philadelphia Regional Office of FHEO, for approval.
- B. Within ten (10) days of approval of the revised AFHMP, the Recipient/Respondents shall submit a copy of the advertisements referenced in III.D.6, above, to Wanda S. Nieves, Director, Philadelphia Regional Office of FHEO, for approval by the Department.
- C. Upon publication of the advertisements referenced in III.D.6., above, Recipient/Respondents shall provide a copy of said advertisements to Wanda S. Nieves, Director, Philadelphia Regional Office of FHEO.
- D. Within ten (10) days of the effective date of the Agreement, the Recipient/Respondents shall submit the Notice referenced in III.D.7., above, to Wanda S. Nieves, Director, Philadelphia Regional Office of FHEO, for approval by the Department.
- E. Within thirty (30) days of the effective date of this Agreement, the Recipient/Respondents shall submit a copy of the front page of the manual for the date and time stamp machine purchased to Wanda S. Nieves, Director, Philadelphia Regional Office of FHEO.
- F. Within thirty (30) days of the effective date of this Agreement, and every 120 days thereafter, the Recipient/Respondents shall submit the following to the Department:
 - 1. A copy of the logs maintained listing contacts with non-resident callers and visitors to Country Commons.
 - 2. A list of vacancies filled, since the effective date of the Agreement, by unit number, bedroom size, move-in date, and name, race and national origin of the new tenant.
 - 3. A list of staff vacancies filled, since the effective date of the Agreement, by position title, date vacancy was filled, and the name, race and national origin of the new employee.

4. A list of all renovations undertaken, since the effective date of this Agreement, by date, unit number, bedroom size, and the name, race and national origin of the tenant residing in the unit.
- G. Within one hundred twenty (120) days of the effective date of this Agreement or sooner, the Recipient/Respondents shall submit the following to the Department:
1. The name of the waiting list software purchased and the reconstructed waiting lists resulting from the lottery.
 2. Certification that the employees identified in section III.C., above attended an educational program which met the requirements of III.C., above, indicating the date(s) the training was conducted, the source of the training, and a list of those individuals who attended the training.
 3. Copies of the credit reports and criminal background checks run for each of the individuals identified in III.D.3, above.
 4. Copies of the letters and certified mail receipts referenced in III.D.3., above.
 5. A list identifying the current tenants who are under-housed and a separate list identifying the current tenants who are over-housed as referenced in III.I, above. The lists must include the unit number, bedroom size, name of current tenant, and the size unit appropriate for the family composition of each over-housed and under-housed tenant listed. This list shall become the transfer list.
 6. To the extent the data reveals a need, a list of the current African American/Black tenants whose units need to be upgraded with the most recent renovations afforded other tenants (e.g., new carpeting, new doors, bathroom and kitchen renovations, etc.) as referenced in III.K., above. The list must include the unit number, bedroom size, the name, race and national origin of the tenant, and those renovations needed bring the unit up-to-date with the most recent upgrades.
 7. A copy of the revised House Rules prepared for Country Commons and a copy of the notice sent to each tenant transmitting the revised House Rules as referenced in III.N, above.
 8. Since the Complainants meet the criminal background criteria discussed in section V(A) above, the unit number of the three-bedroom unit upon its availability offered to the Complainants, along with a certification that the unit has been upgraded with the most recent renovations afforded other

tenants (e.g., new carpeting, new doors, kitchen and bathroom renovations, etc.) as referenced in V.A., above.

- H. To the extent the data reveals a need, within ninety (90) days of the effective date of this Agreement, the Recipient/Respondents shall submit to the Department a milestone chart outlining those actions planned and target dates established to upgrade the units of all African American/Black tenants with the most recent renovations afforded other tenants (e.g., new carpeting, new doors, kitchen and bathroom renovations, etc.) and will also submit the draft letter to the Philadelphia Regional Directors office of FHEO for approval as referenced in III.L., above.
- I. Within ninety (90) days of the effective date of this Agreement, and every 120 days thereafter, the Recipient/Respondents shall submit copies of violation notices issued to tenants due to lease and/or House Rule violations.
- J. Within 120 days of the effective date of this Agreement, and every 120 days thereafter, the Recipient/Respondents shall submit to the Department:
 - 1. A list of those units in which upgrades/renovations were performed for that reporting period. The list shall include the unit number, bedroom size, and the name, race and national origin of the tenant occupying each unit.
 - 2. A list of all vacancies, move-ins and move-outs that occurred during the reporting period. The list shall include the unit number, bedroom size, the move-out date, the move-in date, and the name, race, and national origin of the tenant who moved out of the unit and the tenant who moved into the unit.

VII. NON-REPRISAL

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

SIGNATURE PAGE

Title VI Case Number: 03-05-0068-6

Title VIII Case Number: 03-05-0616-8

Talitha Fleming
Complainant

Date

William Murray
Complainant

Date

SIGNATURE PAGE

Title VI Case Number: 03-05-0068-6

Title VIII Case Number: 03-05-0616-8

O. Cooper Winston
Regional Vice President
Aimco Capital Operations, Northeast
Recipient/Respondent

Date

Richlieu Associates,
A Pennsylvania Limited Partnership

The National Housing Partnership
A District of Columbia Limited Partnership
It's General Partner

National Corporation for Housing Partnerships
A District of Columbia Corporation
It's General Partner

SIGNATURE PAGE

Title VI Case Number: 03-05-0068-6

Title VIII Case Number: 03-05-0616-8

Elena Linnik, Manager
Respondent

Date

Maya Broymman, Assistant Manager
Respondent

Date

SIGNATURE PAGE

Title VI Case Number: 03-05-0068-6

Title VIII Case Number: 03-05-0616-8

APPROVED ON BEHALF OF THE SECRETARY:

Wanda S. Nieves, Director
Region III, Office of Fair Housing
and Equal Opportunity

Date