

**IN THE UNITED STATES DISTRICT  
COURT FOR THE DISTRICT OF  
MARYLAND**

**Baltimore Division**

**Heaven White, *et al.*,**

**Plaintiffs,**

**v.**

**The City of Annapolis by and through the  
City Council, *et al.*,**

**Defendants.**

**Civil Action No. 1:19-cv-01442-CCB**

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**CONSENT DECREE**

Housing Authority of the City of Annapolis Status Report  
07/15/2025

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### **IV. GENERAL NONDISCRIMINATION PROVISIONS**

6. HACA shall comply with the Fair Housing Act, Section 504 of the Rehabilitation Act, the ADA as applicable, their implementing regulations, and state and federal law independent of this Agreement in their programs, activities, and services. Specifically, HACA, its officers, employees, agents, and successors shall not
  - a. Discriminate in the sale or rental, or otherwise make unavailable or deny, a dwelling to any person because of race, color, or a disability;
  - b. Discriminate in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, on the basis of race, color, or disability;

- c. Refuse to make reasonable accommodations in the application of rules, policies, practices or services when such accommodations may be necessary to afford a person or persons with disabilities an equal opportunity to use and enjoy a dwelling; and
- d. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the FHA.

*HACA complies with the Fair Housing Act, Section 504 of the Rehabilitation Act, and the ADA, as applicable through its Admissions and Continued Occupancy Plan (ACOP) for Public Housing and through its Administrative Plan for Housing Choice Vouchers (ADMIN) Plan. HACA procured EJP Consultants to assist with updating its [ACOP](#) and [ADMIN Plan](#) to allow for further refinement of the Consent Decree's requirements, including the Reasonable Accommodations policy. The updates were approved by the Board of Commissioners in the Fall of 2024 to comply with HUD updates. The final ACOP and Administrative Plan are located on our website. [A Section 504 Plan](#) is located on our website. The Section 504 Plan will be incorporated into our redevelopment projects. Surveys were conducted for members of the disability community to participate in providing comments while creating the plan.*

*HACA's ED Ms. Maddox-Evans performed Grievance Policy training for the TCB Management Staff (Morris H. Blum) on January 31, 2025. HACA's ED also trained the HACA grievance hearing panel in May 2025.*

## **V. SPECIFIC PROVISIONS**

### **Fair Housing Education and Training**

- 7. Within ninety (90) days of the effective date of this Decree, HACA shall provide, through an independent contractor with subject matter knowledge acceptable to the Plaintiffs, an educational program for all of its employees on the ADA as applicable, FHA, Rehabilitation Act, and HACA's Reasonable Accommodation Policy. The proposal will be sent to Plaintiffs' counsel for approval in advance.
  - a. The purpose of the training is to ensure that all employees and agents of HACA are familiar with the Fair Housing Act, the Americans with Disabilities Act as applicable, and the Rehabilitation Act. The training shall

also familiarize all employees with HACA's Reasonable Accommodations Policy and Procedures in Public Housing referenced herein.

- b. Within ninety (90) days after a new or current employee begins employment at HACA, that employee shall undergo training designed to fulfill the objectives described herein. This requirement may be satisfied by review of a video of the training received by HACA employees pursuant to the preceding paragraph, or by some other means that is deemed acceptable by Plaintiffs. The employee shall sign a written statement indicating that he or she has been provided with a handout summarizing the Fair Housing Requirements stated in this Consent Decree, has read it, and will comply with the provisions set forth under this "Fair Housing Education and Training" section.

*As of June 30, 2025, HACA's regular employees were trained on Fair Housing, ADA, Section 504 of the Rehabilitation Act. To date, all training forms have been collected certifying attendance at the training and receipt of materials summarizing the policies. The training is provided by the HACA Executive Director, Yardi eLearning, and in-house webcasts.*

*As of June 30, 2025, all employees were trained in Anti-Harassment, Diversity and Inclusion, Cyber Security, and Customer Service. Staff participated in a training course on the White v. HACA Consent Decree requirements on 6/27/2025. To ensure staff is trained on HACA's Reasonable Accommodations policy, housing management staff, housing services, and maintenance staff, employees are required to view the training via a recorded training session within 90 days of hire, and training sessions are updated for staff on an annual basis.*

#### **Inspections of the HACA Properties**

8. HACA acknowledges that inspections of the HACA Properties shall be of the same rigor and standards and be completed in the same manner as inspections conducted by the City of all other residential rental properties in the City.
9. Inspections of the HACA Properties will be attended by a HACA designee and may at any time be attended by representatives of Plaintiffs with the HACA tenant's written consent that can be executed up to or at the time of inspection.

*During the reporting period, the City of Annapolis performed licensing inspections at all public housing sites; Robinwood, Eastport, Bloomsbury Square, Blum, and Harbour House. HACA has received the*

*following license renewals as of June 2025:*

<i>146</i>	<i>Robinwood</i>
<i>81</i>	<i>Eastport</i>
<i>248</i>	<i>Harbour House</i>
<i>51</i>	<i>BBSQ</i>

*Annual and Special inspections that have occurred during the reporting period are in the enclosed excel spreadsheet. Each inspection was attended by a HACA representative.*

**Repairs of HACA Properties and Relocation of HACA Tenants**

10. To the extent the City discovers conditions that implicate life safety issues within a HACA unit and gives written notice to HACA, HACA will remediate that condition within 72 hours of discovery. To the extent it is necessary to relocate the tenant(s) temporarily or if the City recommends relocation, HACA will relocate tenants to a hotel within six miles of their residence or if in excess of six miles until the City has verified that the life safety issue has been remediated. To the extent remediation is not possible within 72 hours or determined impractical, HACA will provide temporary relocation as stated above and/or offer a transfer to a comparable alternative housing unit in accordance with 24 C.F.R. §905.200(b)(10) and other applicable regulations. HACA will not allow temporary relocation at a hotel for more than seven (7) days unless HACA cannot provide a comparable alternative unit. If provided temporary housing in a hotel, HACA will provide reimbursement for transportation costs outside of a tenant's normal expenses under the following limited circumstances:

- a. A maximum amount of \$800/year will be set aside for a transportation fund for emergency transfers. The transportation fund will cover only extraordinary costs due to being located at a temporary shelter and not for routine costs or costs covered by any other entity. The fund will not exceed a maximum aggregate amount of \$10,000 and will be terminated once the amount of \$10,000 is reached regardless of whether the Consent Decree is still in effect, as effective date is defined in Paragraph II.4. Upon the date set in Paragraph II.4, ending the effective date of the Consent Decree, any amount of the annual \$800 or \$10,000 aggregate remaining will revert to

HACA for any purpose and any obligations to pay transportation hereunder shall cease except as required by HUD regulations.

- b. The funds will be expended on a reimbursement basis only. The resident will complete a form provided by management, certifying that the request for reimbursement for transportation is an extraordinary cost and these costs are not otherwise covered by any other entity. HACA will provide the form to the head of household within twenty- four to forty-eight hours of relocation. The head of household must submit the form with all required documentation within 30 days of resident's return home or another unit provided by HACA.
- c. Receipts for transportation costs are required for reimbursement.
- d. Individual households are eligible for a maximum amount of \$75/year for transportation reimbursement.
- e. Residents that are provided transportation directly from HACA, management entity, or any other entity without charge to Resident will not be eligible for reimbursement.
- f. Transportation reimbursement is only allowed for costs to and from school or work outside of a tenant's normal expenses.
- g. To the extent a Resident has his/her own vehicle, it is expected that vehicle will be used for transportation and no transportation costs will be reimbursed.
- h. HACA is not obligated to create a specific fund or account, but simply to keep an accurate record of the transportation funds used under this paragraph 10.

*During the reporting period, two of the special inspections required relocation. No transfers were requested by the City. No requests for extraordinary travel reimbursements were submitted by residents.*

#### **Modification of City Policies to Facilitate an Expedited Redevelopment of the HACA Properties**

- 11. HACA agrees that one of the most significant hurdles to redevelopment of the HACA Properties is securing financing for the redevelopment. Whereas HUD's Rental Assistance Demonstration ("RAD") program, Section 18 disposition, and

other preservation programs allow for redevelopment of the properties through leveraging debt and equity, the reality is that in order to attract developers, the density of such properties must allow for the expansion of the existing number of units and to include market rate and mixed-use applications as necessary. To effectuate the legitimate ability of HACA to redevelop its properties in a timely manner through the HUD's preservation programs or other redevelopment programs that may become available, HACA commits to the following:

- a. HACA agrees to aggressively negotiate with the County and State Legislators for tax credits and grants to ensure the redevelopment of the HACA Properties as discussed *infra* is viable.

#### Robinwood/Bloomsbury

*The Community Housing Partners (CHP) is the developer for Robinwood and Bloomsbury. Both HACA and CHP have entered into MOUs for the redevelopment/rehabilitation of Robinwood and for rehabilitation of Bloomsbury. During the past several months, HACA and CHP have had several meetings including with the stakeholders like the City, State, County, and Anne Arundel County School System, etc. Currently, CHP and HACA are working on overall plans for these two projects.*

*HACA arranged an introductory meeting with CHP, and Bloomsbury and Robinwood communities in April 2025. HACA and CHP also met with the Anne Arundel County school system for their participation in terms of allowing access to a new road within the Robinwood project. HACA and CHP scheduled a meeting with the Robinwood community on March 19 2025, to get their input on the initial site plan for the property. CHP submitted the 9% tax credit application for Robinwood in May 2025 and is expected to submit the 4% tax credit application in July/August 2025. The 4% tax credit application for Bloomsbury is expected to be submitted in June/July 2025. The follow-up meetings with the Robinwood and Bloomsbury communities are scheduled for mid-July 2025.*

*The redevelopment/rehabilitation will be done in multiple phases. It is anticipated that the closing for Bloomsbury financing will take place in the Fall 2026 and the closing for Phase I for Robinwood will take place in Winter 2026.*

*HACA and CHP are pursuing \$1 million dollars in County HOME funds for Bloomsbury Square and may pursue similar amount of HOME funds for Phase I Robinwood from the County's 2026 allocation.*

#### Morris H. Blum

*HACA and its development partner, The Community Builders (TCB) completed the financial closing for Blum in August 2023. The overall project will cost over \$57 million dollars. Housing to Home (Relocation consultant) began the relocation process in Spring 2023 and is slated to be completed July 2025. Some residents are using HCV vouchers to temporarily move, others are opting to move to other HACA sites. Residents have the option of moving permanently with a voucher. The majority of residents have remained at Blum and moved temporarily to vacant units as renovation takes place. This is a majority tenant-in-place renovation, which means the residents will be allowed to remain onsite if they choose, as each floor is redeveloped one at a time, starting with the top floor down. All current residents will be allowed to return to Blum if they choose, once renovations are complete.*

*The rehabilitation started in August 2023 and is expected to be completed in January 2026. At this time, the project 89% complete, floors 3-8 are completed and the tenants have been moved back into their respective units. The 2<sup>nd</sup> floor should be completed in July 2025, and the tenants are expected to be moved back into their rehabilitated units in July 2025. The rehabilitation of all the units should be completed July 2025 and the remaining work unrelated to the units should be completed by Winter 2026.*

#### *CNI – Harbour House/Eastport Terrace*

*HACA, as Lead Applicant and the City as Co-applicant received a Choice Neighborhoods Planning Grant in the amount of \$450,000 for the redevelopment of the Eastport Terrace and Harbour House properties. The teams completed the assessment and data collection stage now in August 2022, with community connectors conducting resident surveys, team members interviewing local businesses and stakeholders and a variety of demographic and institutional information is being compiled. A market study was performed and completed in September 2022.*

*The Eastportcni.org website has been established to provide up to date information to all constituents: “Focused on enhancing the quality of life for families who live in Eastport Terrace and Harbour House, Choice Neighborhood Initiative (CNI) seeks to engage community stakeholders to create a comprehensive revitalization plan.”*

*We held several community-wide meetings in 2022 and 2023, to inform the public about the results of our assessments. We presented the Concept Plan to the community on April 17<sup>th</sup> and 18<sup>th</sup>, 2023 and submitted the draft plan to HUD on May 22, 2023. The final Transformation Plan, which considered both community and HUD feedback, was submitted to HUD in November 2023 and approved.*

*The planning process took place over a two-year period from April 2022 to April 2024. The Housing Authority of the City of Annapolis (HACA) and the City of Annapolis are co-grantees. The entire process is administered through a planning grant from the U.S. Department of Housing and Urban Development (HUD).” See <https://eastportcni.org/>.*

*This website will be used to post event notices, photos, news, resources and to provide a way for HACA and the city to hear from all interested parties.*

*Request for Qualifications for developers was advertised August 2024. The pre-bid conference was held in September 2024 with the tour of the property in October 2024. Any questions from the developers have been answered by the end of October 2024. HACA received three proposals from the developers by the deadline of November 14, 2024. HACA staff, a City Representative, along with EJP Consulting reviewed the proposals. The selection committee selected [Genesis Companies](#) and [Monadnock Development](#), based in NY, as the developer for the site. A meeting with the developer and the City staff was held on April 29<sup>th</sup> with a follow-up meeting in the first week of May. The developer is currently working on the Phase I plan and will share the plan with HACA staff in the coming weeks. HACA has engaged its outside counsel to draft the MOU which is expected to be presented to HACA’s Board for their approval during the July/August 2025 meeting. The redevelopment will be done in multiple phases.*

*The City of Annapolis dedicated \$1 million in City funds towards the CNI project at Eastport Terrace/Harbour House.*

#### *HACA Redevelopment – State Funding*

*HACA has pursued State Funding for the preservation of its public housing stock and was awarded*



*\$300,000 in 2025 to allocate towards capital improvement repairs. The State has also committed \$1million dollars in State funding towards the CNI Project at Eastport Terrace/Harbour House to match the City of Annapolis funding commitment.*

The scale of redevelopment contemplated by this Consent Decree is significant for a City the size of Annapolis. The costs for full redevelopment and/or revitalization of all the HACA Properties is likely to rise into the hundreds of millions of dollars and is likely to attract developers, redevelopers, and speculators of varying size, with various levels of experience, capabilities, and limitations. HACA acknowledges such large-scale redevelopment in a small town has the potential to give rise to conflicts of interest, be they conflicts that are based on long-established relationships among elites in the community or conflicts based on the opportunism of outsiders to the community. HACA acknowledges that the HACA community will benefit most from thoughtful and holistic developers who are interested in elevating the community which they have committed to redevelop through a spirit of co-ownership and pride. With this understanding, HACA agrees as follows:

- i. It will endeavor to identify and disclose to Plaintiffs' representative all known conflicts of interest between selected redevelopers and HACA that constitute, under applicable HUD requirements, actual conflicts of interest or the appearance of a conflict of interest. Such conflicts of interest that may reflect impropriety, or the appearance of impropriety, and which require disclosure, include, but are not limited to, contracting with redevelopers who have fiscal ties to prior HACA or City employment or prior HACA or City legal representation. For purposes of this paragraph 11, the test for appearance of impropriety is whether the conduct would create in reasonable minds a perception that HACA's ability to carry out the responsibilities of providing safe, affordable, and habitable public housing with competence, impartiality, and integrity is impaired.
- ii. In its various solicitations related to redevelopment, HACA will include a preference for selected redevelopers who qualify as minority-owned small businesses or, alternatively, selected redevelopers who are willing to commit to sub-contracting with minority-owned small businesses.
- iii. It will conduct outreach for its solicitations for redevelopment to non-profit, community-oriented developers who have experience

in large scale redevelopment of underprivileged and marginalized communities to respond.

*HACA currently conducts business with development partners without conflicts of interest, encourages minority-owned businesses, and continues to conduct outreach for non-profit, community-oriented developers.*

- b. Should there be a question or disagreement over whether or not such conflict exists, HACA will defer to the Court, and HACA hereby agrees that the Court will have the final say over whether a conflict of interest exists.
- c. It is contemplated that the City will initiate quarterly meetings with HACA to discuss HACA's ongoing redevelopment efforts, and HACA agrees to participate fully and in good faith in such meetings.

*HACA recognizes the importance of its partnership with the City. HACA continues to meet regularly with City staff primarily to discuss redevelopment, permit and licensing issues. The HACA Executive Director and HACA Staff also meets with the Planning and Zoning Director and his staff weekly to discuss ways to improve administration of HACA-based projects.*

#### **Creation of Hard Units**

- 12. HACA agrees it will take all necessary steps to cause the development by public or private developers, or a combination thereof, of 790 Hard Units, with at least 357 – the number of units currently located in Eastport – of those units located within one half mile of the existing developments of Harbour House and Eastport Terrace, over a period of approximately twelve (12) years.
- 13. The 790 Hard Units shall represent at a minimum 1-for-1 replacement of the current HACA Properties as defined herein and shall maintain the same eligibility requirements. Current tenants of public housing units will have the first right to return to their HACA Property upon redevelopment of the properties (the “Right to Return”) and receive the applicable HUD assistance associated with these Hard Units in accordance with HUD approval and requirements. For current tenants with the Right to Return but

whose income exceeds the permissible income limits of the HUD and/or tax credit program implemented at a redeveloped HACA Property, HACA will, to the extent permissible under then-current requirements, extend all rights in the attached LTA to such tenants and will work to establish commensurate, alternate requirements to the extent a LTA right is not permitted under then-current requirements including provisions that would grant a preference for re-entering a HUD subsidy program if their income decreases.

14. Subject to paragraph 13, HACA agrees that the intent of this Consent Decree is to redevelop the HACA Properties in a way so that no current public housing tenant loses their eligibility for newly redeveloped units by HACA and that it is HACA's further desire to redevelop the existing HACA Properties as affordable and/or mixed-income housing for families up to 150% average median income range, if permitted by the applicable financing. The parties acknowledge that available financing may require this income range to be limited to 80% area median income in some redevelopments so as to comply with HUD and tax credit requirements.
15. HACA agrees that an additional and significant hurdle to redevelopment of the HACA Properties is the lack of available funding sources to support the HACA Properties as they currently exist. Specifically, given the general state of the properties, and without directing blame toward any of the parties for the current state of the properties, it is not disputed that the HACA Properties have a demonstrable lack of comparative capital improvements to other developments built around the same time – indeed in some instances by the same developers – and due to that lack of local funding, the properties are less attractive.
16. Hard Units will be controlled by deed restrictions or other legal instruments to ensure that they remain Affordable to and occupied by eligible households for a minimum of fifteen (15) years. However, the affordability term will be longer than fifteen (15) years if the owner of Hard Units, or the Project or development wherein the Hard Units are located, has any financing, deed, or other restriction that imposes an affordability requirement beyond fifteen years on the units or the Project or development wherein the units are located, in which case the longer affordability term

shall apply to the Hard Units.

17. The parties understand that any development is contingent on funding, HUD approval, land acquisition, and other factors outside of HACA's control. HACA will use its best efforts to meet the following interim goals:

HACA Property	Anticipated HUD Approval Year	Anticipated Construction Completion
Newtowne 20 - now Wilbourn Estates	2020 - Completed	2022 - Completed
Morris Blum	2022-Completed	Winter 2026
Eastport Terrace Harbour House	2027	2030
Robinwood	2026	2029
Bloomsbury Square - (Approval only for program conversion from public housing to Project-Based Voucher [PBV])	2026	2027 – RAD/PBV program conversion only, no substantial redevelopment

18. Defendant HACA, shall provide housing opportunities to redress the previous exclusion of Plaintiffs and those similarly situated from access to safe and habitable housing. It is the parties' intent that the housing opportunities discussed herein, as well as the Hard Units discussed *supra*, and provided by this Decree will result in the provision of housing that is supported by HUD- approved programs.

*Due to challenges of an aging housing stock, rental delinquency and licensing and inspections requirements, HACA Executive Director sought funding from federal, State, County and City officials to assist with funding for capital repairs for vacant and occupied units. In the Fall 2024, HACA was awarded \$500,000 in City funds; \$475,00 in County ARPA funds and \$115,000 in HUD Shortfall Funding. The State to contributed \$300,000 towards repairs of HACA units in the Spring of 2025.*

Newtowne 20 (78) -Completed – June 2022

Glenwood/Blum (154) – in progress – Spring 2026 projected completion

*We are engaged in substantial rehabilitation for Morris H. Blum. Rehabilitation started in August 2023 and is expected to be completed in early 2026, At this point, the project is delayed for two months due to supply chain delays.*

*With regards to transparency, the HACA and the developer continue their monthly series of public meetings on site to provide updates on development progress.*

#### **Eastport Terrace/Harbour House**

*The Choice Neighborhood Initiative Planning Grant (CNI) team, which is the City of Annapolis, EJP Consultants, HACA, and the Community Action Agency have held over thirty meetings that have focused on planning, communication, roles, and responsibilities of individuals as well as teams, community engagement, task force focus, data collection and design. Prospective developers are currently being interviewed.*

#### **Robinwood & Bloomsbury Square**

*The first phase of redevelopment for Bloomsbury Square and Robinwood has begun. HACA and CHP scheduled a meeting with the Robinwood community on March 19 2025, to get their input on the initial site plan for the property. CHP submitted the 9% tax credit application for Robinwood in May 2025 and is expected to submit the 4% tax credit application in July 2025. The 4% tax credit application for Bloomsbury is expected to be submitted in June 2025. The follow-up meetings with the Robinwood and Bloomsbury communities are scheduled for mid-July 2025 (see flyers enclosed).*

*HACA uses social media to provide updates on its redevelopment projects.*

<https://www.hacamd.org/home/public-notice.html>

<https://www.facebook.com/HACAMD>

<https://twitter.com/authoritycity/status/1273377379985973248>

<https://www.instagram.com/hacaannapolis?igsh=MWppbmUxHhpbzkxcg==>

<https://www.linkedin.com/company/haca-annapolis>

#### **Use of Voucher-Based Housing Opportunities**

19. HACA agrees that it will pursue amending its Administrative Plan for The Housing Choice Voucher to allow for the affected tenant household to obtain a Tenant Based Voucher or other voucher, which may be available from HUD for those instances where necessary repairs to a HACA unit cannot be made within thirty (30) days.

*Completed.*

#### **Reasonable Accommodation Policy and Procedures**

20. HACA shall adopt, fully implement, and adhere to a new Reasonable

Accommodation Policy. The parties recognize that the policy will be subject to public notice, comment, and board approval requirements. The Policy is attached hereto as Attachment 1, it has been posted for public comment by HACA and is awaiting comments and board approval. To the extent changes to the Policy are necessary based on public comment or board recommendation, the parties agree to consider the suggestions of Plaintiffs' counsel and seek Plaintiffs' counsels' review and approval prior to finalizing the Policy, which then will be put forth for public notice, comment and board approval. Parties understand that if a request for a reasonable accommodation requires a waiver of a HUD regulation, HACA will consult with HUD before granting or denying such a request. Parties understand that only HUD can determine whether a request for a reasonable accommodation requires a waiver of a HUD program, and only HUD can grant or deny such a waiver.

*The Reasonable Accommodations policy, modeled after the draft consent decree requirements, was incorporated into the revised Admissions and Continued Occupancy Plan (ACOP) and Administrative Plans published for comment in December 2021 and was adopted on January 25, 2022.*

21. HACA shall post signs in the common areas of all HACA offices and common facilities, which provide notice of its Reasonable Accommodations Policy and tenants' and applicants' right to request a reasonable accommodation. The signs shall be no smaller than 8.5" by 14".

*Reasonable accommodations signs are posted in all management offices and the HACA central office.*

22. To ensure confidentiality of information related to requests for reasonable accommodation, HACA currently has established procedures, which it shall continue to implement and enforce, that ensure that information supplied by public housing tenants, applicants for public housing, or others regarding a person's disability, medical status, and/or the reason why a person has requested a reasonable accommodation is kept confidential. Such information shall be made available only to persons within HACA who are directly involved in decisions regarding the person's request for a reasonable accommodation, or as otherwise required by law or by this Decree.
23. HACA shall identify a Reasonable Accommodation Coordinator within HACA who will oversee HACA's implementation of and ongoing compliance with its

Reasonable Accommodation Policy and Procedures. HACA shall enter all requests for reasonable accommodations it receives from any public housing tenant or applicant, and any response(s) it makes to such requests, into its reasonable accommodation database – which database may be either through use of spreadsheet or separate software – within five (5) business days of receipt of the request(s). The database shall be updated to reflect actions taken with respect to reasonable accommodation requests within five (5) business days of the action taken. The Reasonable Accommodation Coordinator shall regularly monitor the database for compliance with HACA’s Reasonable Accommodation Policy.

24. For each request received, the database shall include the following information:

- a. the name and address of the person making the request;
- b. the nature of the request;
- c. the date and time the request was made;
- d. the HACA staff person to whom the request was initially directed;
- e. the nature of any response(s) made by HACA staff to the request, including:
  - i. whether HACA staff made a request for information or verification;
  - ii. whether HACA staff requested a meeting with the person making the request;
  - iii. any other communications related to this request;
  - iv. the date(s) of any response(s) made by HACA staff;
  - v. the name of the HACA staff person who provided the response(s) to the request;
  - vi. whether HACA granted or denied the request, and the date on which such decision was communicated;
  - vii. if the request was granted, the date HACA began to implement the request and the date implementation of the request is completed;
  - viii. if the request was denied, the reason(s) therefore, the name of the HACA staff person who made the decision to deny the request, and the date thereof;
  - ix. if the request was denied, whether the person who made the request requested an informal review and/or contacted the Reasonable

Accommodation Coordinator or their office.”

25. HACA shall date-stamp all written requests for reasonable accommodation it receives. HACA shall maintain all written requests for reasonable accommodation and copies of written responses prepared by any employee or agent of HACA throughout the duration of this Decree.
26. HACA shall keep a copy of each date-stamped request for a reasonable accommodation and maintain those copies in accordance with HUD record-keeping requirements. HACA shall also provide a copy of the date stamped written request for a reasonable accommodation to the public housing tenant or applicant who made the written reasonable accommodation request.

*HACA is working to incorporate Reasonable Accommodation tracking and workflow in the company business system, Yardi Voyager. The complexity of this task is due to the confidentiality requirements of the Reasonable Accommodations process; therefore, this effort is still a work in progress. This custom software development is prohibitively expensive at this time given the complexity of the security requirements; the requisite information is being logged on a spreadsheet. All files are kept in a locked office at 1217 Madison Street. Each management office is equipped with a date-stamp machine to capture when a Reasonable Accommodation request is received. HACA will be manually monitoring and tracking RA information to ensure processing time requirements are met under the consent decree. During the reporting period five (5) reasonable accommodation requests were received. Of these, five were granted.*

27. HACA shall ensure that all housing management staff, maintenance staff, and any other staff or agents who have regular contact with applicants or public housing tenants have read and are familiar with the Reasonable Accommodation Policy. HACA shall ensure that all housing management staff are aware of:
  - a. procedures tenants may follow to request a reasonable accommodation, including the right to make the request verbally;
  - b. the requirement to enter the request into the reasonable accommodation database;
  - c. the obligation to respond to a request within twenty (20) business days; and
  - d. the obligation to keep any information regarding the fact that a tenant has a disability, the nature of the disability, and/or the tenant’s need or request for an accommodation confidential.



*HACA conducted a video recording review of the Consent Decree for all staff on May 14, and May 19, 2021, including the HACA Reasonable Accommodations policy. Further, to ensure all staff have training on HACA's Reasonable Accommodations policy, especially housing management staff and maintenance staff, a training was conducted on July 14, 2021. The recorded session is provided to all new staff within 90 days, and training sessions will be updated for staff on an annual basis. Executive/Supervisory Staff are reminded of consent decree requirements monthly at staff meetings.*

**Future Redevelopment Requirements for HACA Properties**

28. HACA agrees that it shall incorporate in any future redevelopment agreements, whether through RAD or other redevelopment agreements, at the time of Closing, the following:
- a. As to Waiting Lists, the Developer/Owners will maintain waiting lists in accordance with federal, state and local fair housing requirements.
  - b. As to Lease Renewals, the Developer/Owners are required to have leases with their tenants that automatically renew from year-to-year unless terminated for good cause or the tenant does not meet program qualification/eligibility requirements.
  - c. As to the Grievance Process/Informal Hearing, the Developer/Owners are required to adopt and adhere to a grievance process as required pursuant to HUD requirements related to the specific redevelopment funding for the property to provide tenants a meaningful opportunity to contest adverse actions.
  - d. As to the Determination of Eligibility, Tenant Selection and Occupancy Criteria, the Developer/Owners must apply criteria in substantially the same form as in the "Long Term Affordable Criteria" ("LTA Criteria"), attached as Attachment 2, as discussed herein. The parties recognize that the LTA Criteria will be subject to public notice, comment and board approval requirements. At a minimum, HACA agrees that the language for any proposed lease will comply with the lease requirements stated at paragraph 12 of Attachment 2. HACA further agrees to consider the suggestions of Plaintiffs' counsel and seek Plaintiffs' counsels' review and approval prior to finalizing the remaining provisions of its LTA Criteria,

which then will be put forth for public notice, comment and board approval.

- e. As to Security Deposits, the Developer/Owners must set the security deposit at \$50.00, or five (5) percent of one month's rent, whichever is lower.
  - f. As to training of Developer/Owners' Property Managers, the Developer/Owners shall require their managers and all other entities who manage the properties to participate in trainings regarding the Fair Housing Act, Section 504 of the Rehabilitation Act, Title II of the ADA, their implementing regulations, and other applicable HUD guidelines and state and federal law independent of this Agreement in their programs, activities, and services. They shall provide to HACA at the time of Closing a copy of their planned training policy.
  - g. As to the verification of an individual HACA Tenant's need for a Reasonable Accommodation, as that HACA Tenant returns to a redeveloped HACA Property, HACA shall transfer documentation verifying that HACA Tenant's need for a Reasonable Accommodation, and the Developer/Owners shall accept such documentation of that HACA Tenant's need for the Reasonable Accommodation previously extended by HACA.
29. At least thirty (30) days prior to Closing, HACA shall execute the certification attached hereto as Attachment 3 for each HACA Property being redeveloped, certifying that the requirements related to paragraph 28 contained in the Developer/Owners' Agreements shall be included the redevelopment agreements. No Closing shall take place in the absence of a certification by HACA to Plaintiffs that the Developer/Owners' Agreements represent the requirements contained in paragraph 28. HACA shall provide copies of the executed Developer/Owners' Agreements within thirty (30) days after Closing but may redact other confidential portions of the agreement consistent with this paragraph.
30. HACA agrees that it shall preserve and enforce the provisions in paragraph 28 for at least fifteen (15) years beginning from the Closing date that each HACA Property converts from public housing to any other redevelopment plan.
31. The parties agree that all phases of planning for redevelopment shall be made with maximum transparency and tenant participation and input through engagement

with tenants in the affected communities, the tenant councils and the resident advisory board of HACA to ensure that all tenants' concerns regarding the conditions of their units are being addressed in the near term.

*With regards to transparency, the HACA and its developer continue their monthly series of meetings on site to provide updates on development progress.*

### **Record-Keeping and Reporting Requirements**

32. HACA shall submit Consent Decree Compliance Reports in accordance with paragraph 34 no later than January 15th and July 15th, or the first business day thereafter, for the remainder of this Decree.
33. HACA Consent Decree Compliance Reports shall describe all specific actions it has taken to fulfill its obligations under this Decree. After the initial compliance report, all reports shall include information regarding activities that have occurred since the previous report was submitted. HACA shall include in the reports the following information:
  - a. Publicly available information on financing, development approval, construction, and anticipated location of Hard Units;

*See comments at the end of paragraph 18 above regarding development activity.*

- b. The number of leased Hard Units by bedroom size and Project or development address, and, separately, the number of leased Accessible Units by bedroom size and Project or development address;

Outreach and education with the development community regarding Hard Units;

*HACA has engaged the development community regarding Hard Units. HACA continues to meet with stakeholders interested in the Choice Neighborhoods planning process. HACA provides updates to the Annapolis City Council and various City Commissions regarding redevelopment progress as requested. HACA continues to forge relationships with funding agencies including the DHCD Community*

*Development Administration, County HOME administrations as well as State and local elected officials.*

as of June 30, 2025	0 BR	1BR	2BR	3BR	4BR	5BR	Totals
<b>Robinwood</b>							
# units available for lease	0	0	0	126	20	4	150
# of units offline	0	0	0	5	0	0	5
# of units leased	0	0	0	108	20	3	131
# of accessible units leased	0	0	0	1	2	4	7
<b>Harbour House</b>							
# units available for lease	0	81	176	16	0	0	273
# of units offline	0	0	1	0	0	0	1
# of units leased	0	62	132	8	0	0	202
# of accessible units leased	0	0	11	0	0	0	11
<b>Eastport</b>							
# units available for lease	0	18	42	12	12	0	84
# of units offline	0	0	0	0	0	0	0
# of units leased	0	18	42	12	11	0	83
# of accessible units leased	0	5	0	0	0	0	5
<b>Bloomsbury Square</b>							
# units available for lease	0	14	18	19	0	0	51
# of units offline	0	0	0	0	0	0	0
# of units leased	0	14	17	19	0	0	50
# of accessible units leased	0	9	3	2	0	0	14
<b>Total</b>							
# units available for lease	0	113	236	173	32	4	558
# of units offline	0	0	1	5	0	0	6
# of units leased	0	94	191	147	31	4	467
# of accessible units leased	0	14	14	3	2	4	37

- c. Outreach and education with the HACA tenants regarding the status of redevelopment required pursuant to this Decree;

*With regards to its Blum/Glenwood development, HACA and the developer continued monthly meetings at the property to provide updates on development progress, as stated above (see flyers enclosed).*

*The website was relaunched with updated information including timelines for redevelopment and other public information on the progress of all of our sites including Blum, and Eastport Terrace/Harbour House (eastportcni.org).*

*HACA posts notices about its redevelopment activities on its websites and on social media at*

<https://www.hacamd.org/home/public-notices.html>

<https://www.facebook.com/HACAMD>

<https://twitter.com/authoritycity/status/1273377379985973248>

d. Evidence of training required pursuant to this Decree.

34. All required Consent Decree Compliance Reports, certifications and documentation of compliance submitted to Plaintiffs' representatives must be submitted to:

P. Joseph Donahue

18 West Street

Annapolis, Maryland 21401

[pjd@thedonahuelawfirm.com](mailto:pjd@thedonahuelawfirm.com)

The burden is on Plaintiffs' representative to give notice to HACA of any change in contact or contacts' address. Reports may be submitted by email.

35. Throughout the term of this Decree, HACA shall retain all records relating to implementation of the provisions of this Agreement.

*HACA will maintain these records electronically throughout the term of this Decree.*

## **ATTACHMENTS**

- Reasonable Accommodations Report (enclosed)
- Inspections Summaries (enclosed)
- Community Outreach Flyers (enclosed)