

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

FOR HUD USE ONLY

ASPI FILE NUMBER (Insured Home Mortgage)
 Project: DEPT. HSC & URBAN DEV.
New York
Equal Opportunity

DATE: 10/5/80

LETE FORM AND SUBMIT TO: FAIR HOUSING AND EQUAL OPPORTUNITY DIRECTOR/SPECIALIST
 AREA/SERVICE OFFICE

INTRODUCTION:

Affirmative Fair Housing Marketing Regulations require that each applicant subject to these Regulations carry out an affirmative program to attract prospective buyers or tenants of all minority and non-minority groups to the housing, including Whites (Non-Hispanic) and members of minority groups: Blacks (Non-Hispanic), American Indians/Alaskan Natives, Hispanics or Asian/Pacific Islanders in the Standard Metropolitan Statistical Areas (SMSA) of the housing market area who may be subject to housing discrimination on the basis of race, color, religion, sex or national origin.

APPLICANT AND PROJECT IDENTIFICATION:

APPLICANT'S NAME: Mitchel Field Sr. Cit. Redev. Co.
 ADDRESS: c/o Alvin Benjamin
100 Washington St.
Hempstead, NY 11550
 TELEPHONE NO.: (516) 292-0040

PROJECT OR APPLICATION NUMBER: NY 36-0016-004
 SECTION OF ACT: 221 (d) (4) NUMBER OF UNITS: 125

PRICE OR RENTAL RANGE OF UNITS: *
 FROM \$ 495 TO \$ 680
 *Sec. 8 Proposal will modify rents to 25% of tenant's income

OBJECT: Mitchel Houses
 LOCATION/ADDRESS: Merrick Rd. & Front St.
 CITY: East Meadow STATE: NY
 COUNTY: Nassau CENSUS TRACT: 4079

D. FOR MULTIFAMILY HOUSING ONLY:
☒ ELDERLY ☒ MIXTURE ☐ NON-ELDERLY

E. APPROXIMATE STARTING DATES:
 ADVERTISING: 60 days before OCCUPANCY: 18 months
initial rent-up after initial endorsement

TYPE OF AFFIRMATIVE MARKETING PLAN: ☒ Project Plan; ☐ Annual Plan (for scattered sites).
 NOTE: A separate Annual Plan must be developed for each type area in which housing is to be built. Indicate the specific area for which this plan applies:
☐ Minority Area ☒ White (non-minority) Area ☐ Mixed Area (with _____ % minority residents)

SECTION OF MARKETING ACTIVITY:
 An applicant is required to carry out an affirmative marketing program to attract buyers or tenants of all minority and non-minority groups to the housing. The purpose of this program is to assure that any group(s) of persons normally NOT likely to apply for the housing without special outreach efforts (because of existing neighborhood racial or ethnic patterns, price, and/or other factors) know about the housing, feel welcome to apply and have opportunity to buy or rent. Indicate below which group(s) are least likely to apply for the housing without special outreach efforts.
☐ White (Non-Hispanic) ☒ Black (Non-Hispanic) ☐ American Indian or Alaskan Native ☒ Hispanic ☐ Asian or Pacific Islander

MARKETING PROGRAM: All advertising will include: a) methods to attract minority and non-minority persons, especially persons in the group(s) checked above; and b) prominent use of the approved Equal Housing Opportunity Logo, Slogan and/or Statement.

COMMERCIAL MEDIA: Check the media to be used to advertise the availability of this housing.
☐ Radio ☐ TV ☐ Billboard(s) ☐ Others (specify) _____
 If the media identified above, provide the requested information: (If more space is needed attach an additional sheet.)

NAME OF MEDIA	ESTIMATE IN PERCENTAGES THE RACIAL/ETHNIC IDENTIFICATIONS OF MAJOR READERS/AUDIENCE					ADS/BROADCASTS, E	
	White (Non-Hispanic)	Black (Non-Hispanic)	American Indian or Alaskan Native	Hispanic	Asian or Pacific Islander	Size and/or Duration	Frequency of Intervals
Amsterdam News	5%	95%	NA	NA	NA	NA	NA
El Diario	NA	NA	95%	NA	NA	NA	NA

E: Attach copy of ad or state when it will be submitted.

FLUCHURES, SIGNS AND HUD'S FAIR HOUSING POSTER: 1) Will brochures, leaflets or handouts be used to advertise? ☒ Yes ☐ No. If yes, a copy or submit when available. 2) For project site sign; indicate sign size: 3' x 5' Logo type size: 1' x 1'. Attach a photograph of 1 or submit when available. 3) HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing signs will be displayed in the ☒ Sales/Rental Office(s); ☐ Real Estate Office(s); ☐ Model Unit(s); ☐ Other (specify) _____

COMMUNITY CONTACTS: To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish contact with the groups/organizations located in the housing market area or SMSA listed below. If more space is needed attach an additional HUD-FHEC of any changes in this list. Submit a copy of correspondence to be mailed to these groups/organizations. (Provide all requested information)

Name of Group/Organization	Racial/Ethnic Identification	Approximate Date of Contact or Proposed Contact	Person Contacted or to be Contacted	Address and Telephone No.	Method of Contact(s)	Indicate the specific function group/organization will undertake implementing this plan
ASA-coordinating Hispanic Agcy for Spanish Americans	Hispanic	60 DAYS BEFORE RENT-UP	Michael Brugel	102 Main St. Hempstead 485-9700	MAIL	To inform their respective communities of the availability of this housing.
Urban League	Black		Reginald Tuttle	15A N. Franklin Hempstead 489-2440	MAIL	

FLUOR MARKETING ACTIVITIES (Rental Units Only) Check the block(s) that best describe future marketing activities to fill vacancies as the project has been initially occupied.
☐ Newspaper/Publications ☐ Radio ☐ TV ☐ Brochure/Leaflet/Handouts ☐ Site Signs ☐ Community Contacts

Below for your organization (Developer/Sponsor) and for the other companies/organizations identified, if any, i.e., do not limit staffing to those staff persons connected with or working on this housing. NOTE: HUD changes in the companies named in this chart.)

Name of Company, Address and Telephone No.	Job Classification	STAFFING								Recruitment steps taken or to be taken to attract all persons	Company's last two experiences with those persons least likely to apply for jobs/housing. Indicate name and address of the housing and racial/ethnic mix.	
		Totals	Present					Anticipated			Housing	Jobs
			White (Non-Hispanic)	Black (Non-Hispanic)	American Indian or Alaskan Native	Hispanic	Asian or Pacific Islander	Vacancies	Date of 1st Job Opening			
Developer/Sponsor Mitchel Field Sr. Cit. Development Co., 101 Benjamin Washington St., Weststead, NY 11550 (Answer if different from A)	Prof.	M	1	1						It is anticipated that present staff will be sufficient to handle new project.	See Attached list of presently owned and managed buildings.	
		F										
	Other	M	3			2						
		F	2									
	Prof.	M										
		F										
Other	M											
	F											
Management and Sales/Rental (Answer if different from A or B) Management 101 Washington St., Weststead, NY	Prof.	M		1								
		F										
	Other	M										
		F	5			1						

FF INSTRUCTIONS:

Housing Trainings: All persons engaged in the sales/rental of real property have to be instructed periodically to insure that they are aware and knowledgeable of Fair Housing requirements.

Are regular sales/rental staff meetings conducted? ☒ Yes, when? Weekly ☐ No.
If yes, is Fair Housing training provided to the sales/rental staff at that meeting? ☒ Yes; ☐ No.

If you answered "no" for either of the questions in Item 9A, when is Fair Housing training provided to the sales/rental staff?

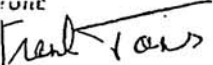
Is a copy of the instructions used or proposed to be used for training sales/rental staff in Fair Housing attached to this plan? ☐ Yes. ☒ No; Indicate when information will be submitted. Before initial rent-up.

Do the instructions include and relate to local, state and Federal Fair Housing Laws, including Executive Order 11063, the Civil Rights Act of 1968 and this Affirmative Marketing Plan? ☒ Yes. ☐ No; explain. Staff will be instructed in following policy: any unrented apartment must be offered upon completion to any qualified applicant regardless of race, color, religion, sex or nationality. There will be no discrimination in terms of rental rates, conditions, terms of lease, amount of security, or facilities available to any person. Staff must not indicate or suggest any preference, limitation or discrimination either by printed matter, orally, directly or indirectly to any applicant.

ADDITIONAL CONSIDERATIONS:

Other Efforts: Please describe other efforts you plan, as part of your outreach program, to attract persons in those groups that you have designated as most likely to apply for housing in the project under consideration, that are not covered elsewhere in this plan. Efforts to attract female-headed households should be employed.

Does applicant agree to make any changes in a plan covering a multifamily project, which may reasonably be required, after initial rent-up to assure continued compliance with Section 200.620 of HUD's Affirmative Fair Housing Marketing Regulations.

FOR FHEO'S USE ONLY		SIGNATURE OF PERSON SUBMITTING PLAN	
VAL BY:	DISAPPROVAL BY:	 NAME (Type or print) <u>Alvin Benjamin</u>	TITLE AND COMPANY <u>Mitchel Field Co.</u>
DATE	SIGNATURE		
 NAME (Type or print) <u>Frank Torres</u>	NAME (Type or print) <u>Acting Director</u>		

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM
NEW CONSTRUCTION

PART II OF THE
HOUSING ASSISTANCE PAYMENTS CONTRACT
PRIVATE-OWNER OR PHA-OWNER PROJECT

HAP CONTRACT LIST NUMBER AND DATE:

NY 80-1,85 8/21/80

PROJECT NUMBER:

NY 36-0016-001

1. NONDISCRIMINATION IN HOUSING.

- a. The Owner shall not in the selection of Families, in the provision of services, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, or national origin. No person shall be automatically excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program because of membership in a class such as unmarried mothers, recipients of public assistance, etc.
- b. The Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any rules and regulations pursuant thereto.
- c. The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, Public Law 88-352, 78 Stat. 241; the regulations of the Department of Housing and Urban Development issued thereunder, 24 CFR, Subtitle A, Part 1, Section 1.1, et seq.; the requirements of said Department pursuant to said regulations; and Executive Order 11063 to the end that, in accordance with that Act, the regulations and requirements of said Department thereunder, and said Executive Order, no person in the United States shall, on the grounds of race, color, creed, religion or national origin, be excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program, or be otherwise subjected to discrimination. This provision is included pursuant to the regulations of the Department of Housing and Urban Development, 24 CFR, Subtitle A, Part 1, Section 1.1, et seq.; issued under Title VI of the said Civil Rights Act of 1964, and the requirements of said Department pursuant to said regulations; and the obligation of the Owner to comply therewith inures to the benefit of the Government and the said Department, either of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to compel compliance therewith by the Owner.

1.2 TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESSES AND LOWER-INCOME PERSONS.³

- a. The project assisted under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- b. Notwithstanding any other provision of this Contract, the Owner shall carry out the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this Contract. The requirements of said regulations include, but are not limited to, development and implementation of an affirmative action plan for utilizing business concerns located within, or owned in substantial part by persons residing in, the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by section 3; and incorporation of the "section 3 clause" specified by section 135.20(b) of the regulations and paragraph d of this Section in all contracts for work in connection with the project. The Owner certifies and agrees that he is under no contractual or other disability which would prevent him from complying with these requirements.
- c. Compliance with the provisions of section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Owner, his successors and assigns. Failure to fulfill these requirements shall subject the Owner, his contractors and subcontractors, his successors, and assigns to the sanction specified by this Contract, and to such sanctions as are specified by 24 CFR, Section 135.135.
- d. The Owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Contract in excess of \$50,000 cost, the following clause:

EMPLOYMENT OF PROJECT AREA RESIDENTS AND CONTRACTORS

- "A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- "B. The parties to this Contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- "C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- "D. The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

³ Strike this Section if the Contract Rents on the effective date of this Contract, over the maximum term of this Contract, are \$500,000 or less.

- "E. Compliance with the provisions of section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR, Section 135.135."
- e. The Owner agrees that he will be bound by the above Employment of Project Area Residents and Contractors clause with respect to his own employment practices when he participates in federally assisted work.
- 2.3 COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS. The Owner shall cooperate with the Government in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and rules and regulations pursuant thereto.
- 2.4 FLOOD INSURANCE. If the project is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that the project will be covered, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.
- 2.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.⁴ In compliance with regulations issued by the Environmental Protection Agency ("EPA"), 40 CFR, Part 15, 39 F.R. 11099, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 1857, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Owner agrees that:
- Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to section 15.20 of said regulations;
 - He will promptly notify the Department of Housing and Urban Development field office director of the receipt of any communication from the EPA indicating that a facility to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities;
 - He will comply with all the requirements of section 114 of the Air Act and section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder; and
 - He will include or cause to be included the provisions of this Section in every nonexempt subcontract, and that he will take such action as the Government may direct as a means of enforcing such provisions.
- 2.6 REPORTS AND ACCESS TO PREMISES AND RECORDS.
- The Owner shall furnish such information and reports pertinent to the Contract as reasonably may be required from time to time by the Government.
 - The Owner shall permit the Government or any of its duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this Contract, including the verification of information pertinent to the housing assistance payments.
- 2.7 DEFAULT BY THE OWNER UNDER CONTRACT.
- A default by the Owner under this Contract shall result if:
 - The Owner has violated or failed to comply with any provision of, or obligation under, this Contract or of any Lease; or
 - The Owner has asserted or demonstrated an intention not to perform some or all of his obligations under this Contract or under any Lease.
 - Upon a determination by the Government that a default has occurred, the Government shall notify the Owner of (1) the nature of the default, (2) the actions required to be taken and the remedies to be applied on account of the default (including actions by the Owner to cure the default, and, where appropriate, abatement of housing assistance payments in whole or in part and recovery of overpayments), and (3) the time within which the Owner shall respond with a showing that he has taken all the actions required of him. If the Owner fails to respond or take action to the satisfaction of the Government, the Government shall have the right to terminate this Contract in whole or in part or to take other corrective action to achieve compliance.
 - The availability of any remedy under this Contract shall not preclude the exercise of any other remedy available under this Contract or under any provisions of law, nor shall any action taken in the exercise of any remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.
- 2.8 DISPUTES.
- Except as otherwise provided herein, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement between the Department of Housing and Urban Development field office and the Owner may be submitted by the Owner to the Secretary of Housing and Urban Development. The decision of the Secretary or duly authorized representative for the resolution of such disputes shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any proceeding under this Section, the Owner shall be afforded an opportunity to be heard and to offer evidence in support of his position.
 - This Section does not preclude consideration of questions of law in connection with the decision rendered under paragraph a of this Section; Provided, however, that nothing herein shall be construed as making final the decision of any administrative official, representative, or board, on a question of law.
- 2.9 INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PHA, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS. No member, officer, or employee of the PHA, no member of the governing body of the locality (city and county) in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or in any proceeds or benefits arising therefrom.

⁴Strike this Section if the Contract Rents on the effective date of this Contract, over the maximum total term of this Contract, are \$100,000 or less.

2.10 INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS. No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise therefrom.

2.11 ASSIGNMENT, SALE OR FORECLOSURE.

- a. The Owner agrees that he has not made and will not make any sale, assignment, or conveyance or transfer in any other form, of this Contract or the project or any part thereof or any of his interest therein, without the prior consent of the Government; Provided, however, that in the case of an assignment as security for the purpose of obtaining financing of the project, the Government shall consent in writing if the terms of the financing have been approved by the Government.
- b. The Owner agrees to notify the Government promptly of any proposed action covered by paragraph a of this Section. The Owner further agrees to request the written consent of the Government in regard thereto.
- c.
 - (1) A transfer by the Owner, in whole or in part, or a transfer by a party having a substantial interest in said Owner, or transfers by more than one party of interests aggregating a substantial interest in said Owner, or any other similarly significant change in the ownership of interests in the Owner, or in the relative distribution thereof, or with respect to the parties in control of the Owner or the degree thereof, by any other method or means (e.g., increased capitalization, merger with another corporation or other entity, corporate or other amendments, issuance of new or additional ownership interests or classification of ownership interests or otherwise) shall be deemed an assignment, conveyance, or transfer for purposes of this Section 2.11. An assignment by the Owner to a limited partnership, in which no limited partner has a 25 percent or more interest and of which the Owner is the sole general partner, shall not be considered an assignment, conveyance, or transfer.
 - (2) The term "substantial interest" means the interest of any general partner, any limited partner having a 25 percent or more interest in the organization, any corporate officer or director, and any stockholder having a 10 percent or more interest in the organization.
 - (3) The Owner, and the party signing this Contract on behalf of said Owner, represent that they have the authority of all of the parties having ownership interests in the Owner to agree to this provision on their behalf and to bind them with respect thereto.
- d. In the event of foreclosure, including foreclosure by the Government, and in the event of assignment or sale agreed to by the Government or made to the Government, housing assistance payments shall continue in accordance with the terms of the Contract.

[If the project is subject to 24 CFR, Section 880.125, paragraph d above shall be stricken and the following shall be used instead:

- d. In the event of foreclosure, or assignment or sale to the financing agency in lieu of foreclosure, or in the event of assignment or sale agreed to by the financing agency and approved by the Government (which approval shall not be unreasonably delayed or withheld), housing assistance payments shall continue in accordance with the terms of the Contract.]