

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
UNITED STATES OF AMERICA,

Plaintiff,

-against-

THE INCORPORATED VILLAGE OF
ISLAND PARK,

Defendant.
-----X

CONSENT DECREE AND JUDGMENT

Civil Action No. 90-0992

(Glasser, J.)

(Gold, M.J.)

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT ONLY
★ MAR 25 2014 ★
BROOKLYN OFFICE

INTRODUCTION

1. Plaintiff United States of America ("United States") commenced this lawsuit against Defendant Incorporated Village of Island Park ("Village") on March 22, 1990, by filing a complaint pursuant to the Fair Housing Act, 42 U.S.C. §§ 3601-31, the False Claims Act, 31 U.S.C. §§ 3729-33, and for relief at common law.
2. The United States alleged in its Complaint that the Village committed fraud against the United States in obtaining funding for a single family housing program sponsored and paid for by the United States Department of Housing and Urban Development pursuant to Section 235 of the National Housing Act, 12 U.S.C. § 1715z (the "Section 235 Program"), and that the Village engaged in a pattern or practice of discrimination against African-Americans by administering the Section 235 Program for the benefit of white residents only and in a manner which ensured that African-Americans could not participate in the program.
3. The Court granted summary judgment of liability against the Village under the Fair Housing Act and the False Claims Act by Memorandum and Order dated May 17, 1995, United

States v. The Incorporated Village of Island Park, 888 F. Supp. 419 (E.D.N.Y. 1995) ("Island Park II").

4. The Court issued a Memorandum and Order entered November 3, 2008, United States v. The Incorporated Village of Island Park, No. 90-CV-0992, 2008 WL 4790724 (E.D.N.Y. Nov. 3, 2008) ("Island Park III"), adopting a Report and Recommendation dated August 13, 1997 (the "R&R"), which recommended that the Court grant certain relief to the United States under both the Fair Housing Act and the False Claims Act.

5. Final judgment entered in this case as a matter of law on April 2, 2009.

6. The Village filed a Notice of Appeal from the final judgment on May 29, 2009. The United States also filed a Notice of Appeal from the final judgment on May 29, 2009. The appeals were docketed by the United States Court of Appeals for the Second Circuit as 09-2286 and 09-2325, respectively.

7. While the appeals were pending before the Second Circuit, the parties jointly moved in this Court for relief from the final judgment pursuant to Fed. R. Civ. P. 60(b)(6), to the extent set forth in the terms of this Consent Decree and Judgment. Based upon this Court's statement, in its indicative ruling pursuant to Fed. R. Civ. P. 62.1, that it would grant the parties' motion if the case were remanded, the Court of Appeals remanded the case pursuant to Fed. R. App. P. 12.1.

8. On remand, this Court granted the parties' joint Rule 60(b)(6) motion for relief from judgment, to the extent set forth in the terms of this Consent Decree and Judgment.

9. The Village concedes that it violated the Fair Housing Act and the False Claims Act, as ruled by the Court in Island Park II.

10. The Village concedes, as found by the Court, that:

The Government has established that there are lingering effects from the Village Defendants' violations of the Fair Housing Act to be remedied in Island Park. These lingering effects have created a public perception of closed-mindedness which merits correction.

R&R at 49.

11. The Village concedes, as found by the Court, that:

[T]he anticipated occupancy results for the Section 235 program in Island Park would have contemplated that substantially more than 17 black families would be selected. In fact, however, no black families were offered the opportunity to obtain a Section 235 home in the Village.

R&R at 55.

12. As of the date of the execution of this Consent Decree and Judgment, three (3) African-American families own single family homes in the Village.

13. The Village admits and agrees that it must remedy the effects of its conduct which has "perpetuated segregation in the Village" and "discriminated against African-Americans by denying them the opportunity to purchase single family housing within the Village," a right protected by the Fair Housing Act. See Island Park II at 448, 449. Specifically, the Village acknowledges that it must provide the relief required of the Village under this Consent Decree and Judgment to remedy its violation of the Fair Housing Act and will provide such further relief as may be required by the Court pursuant to Section IX of this Consent Decree and Judgment.

14. The United States and the Village wish to avoid the delay, expense, inconvenience and uncertainty of further litigation and have therefore agreed to settle this action pursuant to the terms of this Consent Decree and Judgment.

ACCORDINGLY, IT IS HEREBY ORDERED, DECREED AND ADJUDGED:

I. JURISDICTION AND VENUE

A. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1343 and 1345; 31 U.S.C. § 3732; and 42 U.S.C. § 3614(a). Venue lies in the Eastern District of New York pursuant to 28 U.S.C. § 1391(b) because Defendant Village is located within the District and the events or omissions giving rise to the United States' claims occurred within the District.

B. For the purposes of this Consent Decree and Judgment, and the enforcement of the terms of this Consent Decree and Judgment, the Village consents to this Court's exercise of jurisdiction. To aid and protect the jurisdiction of the Court, any claim, action, application or other proceeding concerning any provision of this Consent Decree and Judgment shall be brought before, or removed to, this Court.

C. This Court shall retain exclusive jurisdiction to supervise implementation of this Consent Decree and Judgment and shall have exclusive jurisdiction to decide any and all issues arising under this Consent Decree and Judgment.

D. This Consent Decree and Judgment is binding upon the Village and all persons or entities who have or may have any connection to the Village, including the Village's current and future elected or appointed officials, employees, officers, agents, representatives, consultants, and any and all persons or entities acting in concert or participation with the Incorporated Village of Island Park.

II. DEFINITIONS

A. The "Village" and "the Incorporated Village of Island Park" refer to the Defendant Incorporated Village of Island Park, its current and future elected or appointed officials,

employees, officers, agents, representatives, consultants, and any and all persons or entities acting in concert or participation with the Incorporated Village of Island Park.

B. As used in this Consent Decree and Judgment, the term "anticipated occupancy result" shall mean the proposed outcome if aggressive outreach and marketing and advertising are conducted in a way which would affirmatively further fair housing by reaching the racial group considered least likely to apply for a particular type of housing.

III. DECLARATORY RELIEF

In accordance with the Court's ruling, in Island Park II, that the Village violated the Fair Housing Act, the Village consents to entry of a declaratory judgment of liability under the Fair Housing Act. See 888 F. Supp. at 444-50.

IV. GENERAL INJUNCTION

The Village is hereby permanently enjoined from:

A. Engaging in any conduct having the purpose or effect of perpetuating or promoting racial residential segregation in the Village, or of denying or abridging the right of any person to equal housing opportunity because of race or color;

B. Discriminating against any person or group of persons because of race or color in connection with the planning, development, construction, acquisition, financing, marketing, or sale of any housing unit;

C. Interfering with any person in the exercise of his or her right under the law to secure equal housing opportunity for himself, herself or others;

D. Taking any action which in any way denies or makes unavailable housing to persons because of race or color;

E. Interfering with the funding, development, or construction of any affordable housing units because of race or color; and

F. Discriminating because of race or color in any aspect of the administration of its zoning, land use, or building ordinances, policies, practices, requirements, or processes relating to the use, construction, or occupancy of dwellings.

V. **FAIR HOUSING RESOLUTION**

Within thirty (30) days of the entry of this Consent Decree and Judgment, the Village shall adopt a Fair Housing Resolution which will expressly welcome persons of all races to reside in the Village and which will establish and set forth a policy of nondiscrimination in all aspects of housing within the Village in the form and language set forth in Exhibit A.

VI. **FAIR HOUSING EDUCATION AND TRAINING PROGRAM**

All Village Officials, employees and other persons who are responsible for carrying out the terms of this Consent Decree and Judgment will participate annually in a Fair Housing Education and Training Program which will be developed by the Fair Housing Administrator to be appointed pursuant to this Consent Decree and Judgment. The proposed Fair Housing Education and Training Program will be subject to the prior approval of the United States. The Fair Housing Education and Training Program will become effective within thirty (30) days of approval by the United States.

VII. **FAIR HOUSING ADMINISTRATOR**

The Village will appoint an independent, part-time Fair Housing Administrator.

A. **Appointment**

Within one hundred and twenty (120) days of the entry of this Consent Decree and

Judgment, the United States will solicit, through publication notice, expressions of interest in the position of Fair Housing Administrator. The United States and the Village will jointly review all expressions of interest and shall conduct joint interviews of candidates for the position. Within thirty (30) days of the conclusion of the interviews, the United States shall present to the Village a list of three candidates for the position of Fair Housing Administrator. Thereafter, the Village shall have thirty (30) days to select the Fair Housing Administrator. The Village's selection will be subject to final approval of the Court, upon formal application to be submitted by the Village. Should the Court approve the candidate, the candidate will be deemed appointed to the position as of the date of approval of the Court. Any successor to the Fair Housing Administrator shall be chosen in the same manner. The Court may extend such deadlines for good cause shown.

The Fair Housing Administrator shall not be an employee of the Village but will be instead be an independent contractor engaged by the Village.

B. Term of Office

1. The term of office of the Fair Housing Administrator shall commence on the date of appointment and shall terminate in accordance with Section XVII of this Consent Decree and Judgment.
2. No later than ninety (90) days prior to the conclusion of the term of office, the United States or Village may make an application to the Court to extend the term of office.
3. The Fair Housing Administrator may be removed by the Court on its own initiative, or upon application to the Court by the United States or the Village, prior to the expiration of the Fair Housing Administrator's term of office if the Fair Housing Administrator has committed an illegal act or has inadequately or unreasonably performed the duties set forth in this

Consent Decree and Judgment. The Fair Housing Administrator may also be removed for any reason upon joint application of the United States and the Village.

C. Duties

The Fair Housing Administrator shall have the following duties:

1. *Affirmative Marketing Plan:* The Fair Housing Administrator shall develop and implement an Affirmative Marketing Plan in accordance with the criteria and requirements set forth in Section VIII of this Consent Decree and Judgment.

2. *Services associated with the Affirmative Marketing Plan:* The Fair Housing Administrator will provide certain services and perform functions which will further the goals of the Affirmative Marketing Plan, including:

a. Assistance to first-time homeowners: The Fair Housing Administrator will assist, or work with established HUD-approved housing counseling agencies to assist, first-time homeowners interested in purchasing homes in the Village in preparing for homeownership.

b. Mortgage counseling: The Fair Housing Administrator will provide, or work with established HUD-approved housing counseling agencies to provide, mortgage counseling to persons interested in purchasing homes within the Village.

c. Identifying sources of funding: The Fair Housing Administrator will identify sources of funding from local, regional, state, federal, and private sources for creating homeownership opportunities and assisting potential homebuyers in applying for such programs.

d. Outreach to real estate professionals and financial institutions: The Fair Housing Administrator will make outreach to real estate professional and financial

institutions involved in mortgage lending for the purpose of educating those persons and entities about the Village's Affirmative Marketing Plan.

e. Providing support to African-American homebuyers: The Fair

Housing Administrator shall provide support to African-Americans who have purchased homes in the Village. This support shall assist African-American homebuyers in their transition to living in the Village and shall include identifying Village services and community organizations that can provide such support.

3. *Conduct Fair Housing Education and Training:* As provided for in Section VI herein, the Fair Housing Administrator shall develop a Fair Housing Education and Training Program for all Village Officials, employees and other persons who are responsible for carrying out the terms of this Consent Decree and Judgment.

4. *Reporting:* The Fair Housing Administrator shall file with the Court, and serve upon the Village and the United States Attorney's Office of the Eastern District of New York, a written report once every three (3) months, commencing after the date of appointment, concerning the following:

a. The activities and progress of the Fair Housing Administrator in implementing the Affirmative Marketing Plan and performing such other duties as required by this Consent Decree and Judgment and the Court; and

b. The fees and expenditures of the Fair Housing Administrator.

D. Assistance from Village

The Village shall provide such assistance to the Fair Housing Administrator as will be reasonably necessary to enable the Fair Housing Administrator to exercise the powers and

discharge the responsibilities set forth in this Consent Decree and Judgment and which may otherwise be ordered by the Court. This assistance shall include, but not be limited to:

1. *Access to Village Officials:* The Village will make available for interview its current and future elected or appointed officials, employees, officers, agents, representatives, consultants, persons holding positions of trust, and any and all persons or entities acting in concert or participation with the Village.

2. *Access to records:* The Village will make all official Village records that may be relevant to the effectuation of this Consent Decree and Judgment available to the Fair Housing Administrator. Except by Court Order issued upon a showing of good cause, the Village need not make available employee personnel or medical files, or documents that are demonstrated to be protected by, or subject to, an evidentiary privilege or immunity.

3. *Office Space:* The Village shall make available, at no cost to the Fair Housing Administrator, adequate office space within the Village Hall for reasonable use by the Fair Housing Administrator.

E. Fees and Expenses

The Village shall pay the fees and expenses of the Fair Housing Administrator which, without modification of this Consent Decree and Judgment, shall not exceed Three Hundred Thousand Dollars (\$300,000.00).

VIII. AFFIRMATIVE MARKETING PLAN

The Fair Housing Administrator will make affirmative outreach to African-Americans for the purpose of making them aware of single family home ownership opportunities within the Village. In accordance with the Court's findings, see R&R at 54-55, the Fair Housing

Administrator shall make outreach sufficient to achieve an anticipated occupancy result of at least seventeen (17) homes purchased and lived in by African-American homebuyers. Within thirty (30) days of the approval of the selection of the Fair Housing Administrator by the Court, the Fair Housing Administrator shall submit a proposed Affirmative Marketing Plan to the Village and the United States. The Affirmative Marketing Plan shall include a description of the specific marketing activities, including in-person meetings, that will be undertaken to reach civic organizations, churches, fraternal groups, educational institutions, business associations and other entities with predominantly African-American members, clients, customers or employees, including boards of realtors, real estate agents and brokers. The Affirmative Marketing Plan shall also provide for and include the following:

- A. The creation and distribution of a community profile describing the Village's services and amenities, the Village's housing stock, and business and employment opportunities in the Village and Nassau County. The community profile shall display human models of men and women of different races and national origins, including African-Americans, and shall further indicate that the Village welcomes families with children.
- B. A description of the advertising efforts the Village will undertake through print and electronic media with a predominantly African-American audience.
- C. The creation of a website which the Fair Housing Administrator will use to make outreach to African-Americans and inform them of housing opportunities within the Village.
- D. The timetable for each activity to be undertaken as part of the plan.

The Affirmative Marketing Plan shall be subject to the approval of the United States and shall become effective within thirty (30) days of approval by the United States.

IX. FURTHER INJUNCTIVE RELIEF

After completion of an initial two-year period of affirmative outreach under the Affirmative Marketing Plan, if the anticipated occupancy result of at least seventeen (17) homes purchased and lived in by African-American homebuyers has not been achieved, the Court shall, upon application by the United States, consider the need for such other relief under the Fair Housing Act to remedy the effects of the Village's pattern or practice of discrimination against African-Americans, including its conduct which "perpetuated segregation in the Village" and "discriminated against the group of all black residents in [Nassau County] by denying them the opportunity to apply for Section 235 houses, a right protected by the Fair Housing Act. Island Park II, 888 F. Supp. at 448, 449. Such relief may include, but not be limited to, the institution of an affordable housing program that would remediate the Village's conduct. In the event that the Court was to determine that the Village should institute an affordable housing program, the Village would pay the costs of the program. Should the Court determine that further injunctive relief is needed, the Court may extend the term of this Consent Decree and Judgment as provided for in Section XVII herein.

X. FUNDING OF RELIEF

The Village will pay a total of One Million Nine Hundred Sixty One Thousand One Hundred Dollars (\$1,961,100.00) to fund the relief required under this Consent Decree and Judgment (the "Settlement Amount"). Nothing shall prevent the Village or the Fair Housing Administrator from identifying and obtaining additional funding from other sources that may be used to assist in effectuating the injunctive relief to be provided under this Consent Decree and Judgment. The Village shall effectuate payment of the Settlement Amount as follows:

A. Escrow Accounts

Within sixty (60) days of the entry of this Consent Decree and Judgment, the Village will establish three (3) interest-bearing accounts for the purpose of funding all relief under this Consent Decree and Judgment (the "Escrow Accounts"). All interest accrued by the Escrow Accounts shall become part of the Escrow Accounts without contributing toward the overall Settlement Amount.

The Village shall establish the first escrow account for the purpose of paying fees and expenses due to the Fair Housing Administrator, as provided for in Section VII.E of this Consent Decree and Judgment (the "Fair Housing Administrator Escrow Account"). The Village shall deposit Three Hundred Thousand Dollars (\$300,000.00) into the Fair Housing Administrator Escrow Account.

The Village shall establish the second escrow account for the purpose of paying the United States monetary relief as provided for in Section X.B of this Consent Decree and Judgment (the "Monetary Relief Escrow Account"). The Village will deposit Five Hundred and Sixty-Eight Thousand Dollars (\$568,000.00) into the Monetary Relief Escrow Account, which shall be maintained for the express benefit of the United States.

The Village shall establish the third escrow account for the purpose of funding all remaining relief required under this Consent Decree and Judgment, including the Injunctive Relief and any Further Injunctive Relief or Additional Monetary Relief required in accordance with Sections X.C, X.D and X.E of this Consent Decree and Judgment (the "Injunctive and Further Relief Escrow Account"). The Village will initially deposit Thirty-Two Thousand Dollars (\$32,000.00) into the Injunctive and Further Relief Escrow Account. Thereafter, commencing

June 1, 2017, the Village will deposit Thirteen Thousand Six Hundred Two Dollars and Fifty Six Cents (\$13,602.56) each month for seventy-eight (78) months into the Further Relief Escrow Account until the Settlement Amount, exclusive of interest, has been fully funded.

B. Monetary Relief

The Village shall pay to the United States Five Hundred and Sixty-Eight Thousand Dollars (\$568,000.00), with interest accrued in accordance with Section X.A of this Consent Decree and Judgment, for its violation of the False Claims Act within a period of no more than four (4) years from the date that this Consent Decree and Judgment has been so-ordered by the Court.

C. Injunctive Relief

The Village shall pay the cost of the injunctive relief to be provided under the Fair Housing Act set forth in Sections VI, VII and VIII of this Consent Decree and Judgment.

D. Further Injunctive Relief

The Village shall also pay the cost of such further injunctive relief which the Court may require under Section IX. The Village's obligation to pay for such further injunctive relief shall be limited to any unpaid balance of the Settlement Amount which may exist after the Village has paid all fees, costs and monetary relief as required under Sections VI, VII, VIII and X.B of this Consent Decree and Judgment.

E. Additional Monetary Relief

In the event that the Village has not paid out the entire Settlement Amount to fund the Monetary Relief, Injunctive Relief and Further Injunctive relief as may be deemed necessary by the Court, as defined in this Consent Decree and Judgment, the Village will pay the balance of the Settlement Amount to the United States for the Village's violation of the False Claims Act.

XI. COMPLIANCE PROVISIONS

A. The Village agrees that it is responsible for providing all of the relief required by this Consent Decree and Judgment.

B. The Village shall assist the Fair Housing Administrator in the discharge of the duties of the Fair Housing Administrator and the Village is enjoined from obstructing the work of the Fair Housing Administrator.

C. Should the Village fail to provide the relief required by this Consent Decree and Judgment, the United States may move this Court to impose any remedy authorized by law or equity.

XII. RESERVED CLAIMS

Notwithstanding any other term of this Consent Decree and Judgment, the following claims of the United States are specifically reserved:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Except as explicitly stated in this Consent Decree and Judgment, any administrative liability, including the suspension and debarment rights of any federal agency;
- c. Any liability to the United States (or its agencies) for any conduct other than the conduct alleged by the United States in the complaint in this action, as amended;
- d. Any liability based upon obligations created by this Agreement.

XIII. EXCLUSIONS

The Village waives and shall not assert any defenses that the Village may have based in

whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Consent Decree and Judgment bars a remedy. Nothing in this paragraph or any other provision of this Consent Decree and Judgment constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

XIV. UNALLOWABLE COSTS

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of the Village, and its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Consent Decree and Judgment;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Consent Decree and Judgment;
- (3) the Village's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and any investigation(s) in connection with the matters covered by this Consent Decree and Judgment (including attorney's fees);
- (4) the negotiation and performance of this Consent Decree and Judgment Agreement;
- (5) the payment the Village makes to the United States pursuant to this Consent Decree and Judgment.

All costs set forth in this Section XIV.a are unallowable costs for government contracting

purposes and for the purposes of this Consent Decree and Judgment (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by the Village, and the Village shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within ninety (90) days of the Effective Date of this Agreement, the Village shall identify and repay, by adjustment to future claims for payment or otherwise, any Unallowable Costs included in payments previously sought by the Village or any of its subsidiaries or affiliates from the United States. The Village agrees that the United States, at a minimum, shall be entitled to recoup from the Village any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit the Village, or the Village's books and records, and to disagree with any calculations submitted by the Village or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by the Village or the effect of any such Unallowable Costs on the amount of such payments.

XV. NOTICE

Within fourteen (14) days of the entry of this Consent Decree and Judgment, the Village shall post this Consent Decree and Judgment to its website and shall also post a hard copy in the Village Hall and all other governmental buildings and offices used or operated by the Village. During the term of this Consent Decree and Judgment, the Village shall also ensure that copies of

this Consent Decree and Judgment are provided to its current and future elected or appointed officials, employees, officers, agents, representatives, consultants, persons holding positions of trust, and any and all persons or entities acting in concert or participation with the Village. Within thirty (30) days of the entry of this Consent Decree and Judgment, the Village will confirm to the United States in writing that the Village has complied with its obligation to provide notice under this section.

XVI. EFFECTIVE DATE

The provisions of this Consent Decree and Judgment shall be effective upon its entry by the Court.

XVII. TERM OF CONSENT DECREE AND JUDGMENT

The term of this Consent Decree and Judgment shall be without limit except that, with respect to the relief to be provided by the Village pursuant to Sections VI, VII, VIII, and IX, the term of this Consent Decree and Judgment shall be four (4) years from the date that it is entered by the Court. The term of this Consent Decree and Judgment may be extended by agreement of the parties. The term may also be extended by the Court.

XVIII. SCOPE OF JUDGMENT

Nothing in this Consent Decree and Judgment, nor any of the duties or rights of the Fair Housing Administrator, shall be construed to limit the Court in terms of its authority to impose other appropriate relief as may be consistent with the agreement of the parties as memorialized in this Consent Decree and Judgment.

XIX. FUTURE ACTIONS

Nothing in this Consent Decree shall preclude the United States or any of its departments or agencies from taking any appropriate legal action against the Village.

XX. MODIFICATION AND ENFORCEMENT

Each party shall be able to petition the Court at any time during the term of this Consent Decree and Judgment, upon notice to other parties, for clarification, modification, amendment, or enforcement of any of the terms of this Consent Decree and Judgment or for such other assistance as may be necessary and appropriate to implement the intent of this Consent Decree and Judgment. In no event, however, shall this Consent Decree and Judgment be modified or amended to increase the Settlement Amount.

XXI. COSTS AND FEES

The United States and the Village will each bear its own costs and attorney's fees associated with this litigation.

XXII. MERGER

This Consent Decree and Judgment constitutes the entire agreement between the parties with respect to the subject matter herein. The parties acknowledge that there are no understandings relating to the settlement other than those expressly contained in this Consent Decree and Judgment.

XXIII. CONSTRUCTION

For purposes of construction, this Consent Decree and Judgment shall be deemed to have been drafted by each of the parties and shall not, therefore, be construed against either party in any subsequent dispute.

XXIV. SEVERABILITY

If any provision of this Consent Decree and Judgment is hereafter determined to be invalid for any reason, the balance of this Consent Decree and Judgment shall remain in full force and effect.

XXV. AUTHORIZED REPRESENTATIVES

The undersigned signatories represent that they are fully authorized to enter into the terms
and conditions of this Consent Decree and Judgment and to execute and legally bind to this
document the party that they represent.

Dated: Brooklyn, New York
March 7, 2014

CONSENTED TO:

LORETTA E. LYNCH
United States Attorney
Eastern District of New York
Attorney for Plaintiff
271 Cadman Plaza East
Brooklyn, New York 11201

By: 

RICHARD K. HAYES
Assistant U.S. Attorney
(718) 254-6050

MEYER, SUOZZI, ENGLISH & KLEIN P.C.
Attorneys for Defendant Incorporated Village
of Island Park
990 Stewart Avenue
Garden City, NY 11530

By: 

PAUL F. MILLUS
(516) 592-5933

SO ORDERED: 

THE HONORABLE I. LEO GLASSER
UNITED STATES DISTRICT JUDGE
EASTERN DISTRICT OF NEW YORK

3/21/14

Exhibit A

EXHIBIT A

NONDISCRIMINATION POLICY

It is the policy of the Incorporated Village of Island Park ("the Village") to comply with

Title VIII of the Civil Rights Act of 1968, as amended, (commonly known as the Fair Housing Act) by ensuring that its housing, zoning and land use decisions do not discriminate against persons based on race, color, religion, national origin, disability, familial status or sex. This policy means that, among other things, the Village and all its officials, agents and employees will not discriminate in any aspect of housing based on these protected class characteristics, including by:

- (a) making unavailable or denying a dwelling to any person based on race or color;
- (b) discriminating against any person in the terms, conditions or privileges of a dwelling, or in the provision of services or facilities in connection therewith based on race or color;
- (c) making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement, with respect to a dwelling that indicates any preference, limitation, or discrimination based on race or color;
- (d) representing to persons because of race or color that any dwelling is not available when such dwelling is in fact so available;
- (e) interfering with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right protected by the Fair Housing Act;
- (f) interfering with the funding, development, or construction of any affordable housing units because of race or color; or

(g) discriminating on the basis of race or color in any aspect of the administration of its zoning, land use, or building ordinances, policies, practices, requirements, or processes relating to the use, construction, or occupancy of dwellings.

Any person who believes that any of the above policies have been violated by the Village may contact the Village's Fair Housing Administrator at _____, the U.S. Department of Housing and Urban Development at _____, or the Office of the United States Attorney at 271 Cadman Plaza East, Brooklyn, New York 11201.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
UNITED STATES OF AMERICA,

Plaintiff,

-against-

THE INCORPORATED VILLAGE OF
ISLAND PARK, JACQUELINE PAPATSOS,
in her capacity as Mayor of the Incorporated
Village of Island Park, CHARLOTTE KIKKERT,
in her capacity as Trustee of the Incorporated
Village of Island Park, PHILIP TAGLIANETTI,
in his capacity as Trustee of the Incorporated
Village of Island Park, JAMES FALLON, in his
capacity as Trustee of the Incorporated Village
of Island Park, MICHAEL A. PARENTE,
JAMES G. BRADY, FRANCIS R. McGINTY,
MICHAEL MASONE, GERALDINE McGANN,
DANIEL McGANN, EILEEN McGANN,
ANTHONY CICCIMARRO, JANET
CICCIMARRO, JOSEPH RUOCCO, DEBRA
RUOCCO, MARY ELLEN GUERIN, DENNIS
GUERIN, JOSEPH DiDOMENICO, MARIA
DiDOMENICO, DONNA MOORE and
KENNETH MOORE,

Defendants.
-----X

90 Civ. 0992 (ILG)

AFFIDAVIT OF IRMA TICE

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

IRMA TICE, being duly sworn, deposes and says:

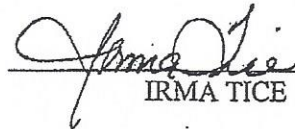
1. I am the Deputy Village Clerk for the Village of Island Park. I submit this Affidavit in connection with the United States Government's request for confirmation as to home ownership by African Americans within the Village of Island Park

2. I have personal knowledge concerning the residency of three (3) African American homeowners within the Village of Island Park. The first is Michael Anderson and his wife Elizabeth Anderson who reside at 15 Kildare Road within the Village of Island Park. They

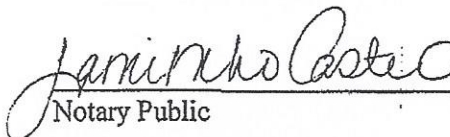
purchased their home on or about December 3, 1995 as per the attached Real Property Transfer Report, Form No. EA-5217 issued by the State of New York, State Board of Equalization and Assessment which is annexed hereto as Exhibit "A". Mr. and Mrs. Anderson continue to reside in the Village of Island Park. I am personally aware that Mr. And Mrs. Anderson are African American.

3. Also residing in the Village of Island Park is Jacqueline Somerville, 22 Roosevelt Place, Island Park, New York. Ms. Somerville purchased her home on April 5, 1996 as per the attached Real Property Transfer Report, Form No. EA-5217 issued by the State of New York, State Board of Equalization and Assessment which is annexed hereto as Exhibit "B". Ms. Somerville continues to reside in the Village of Island of Park. I am personally knowledgeable that Ms. Somerville is African American.

4. Finally, Mrs. Farah Andre is residing in the Village of Island Park at 127 Waterford Road, Island Park, New York. Mrs. Andre purchased her home on September 2, 2010 as per the attached Real Property Transfer Report, Form No. EA-5217 issued by the State of New York, State Board of Equalization and Assessment which is annexed as Exhibit "C". Mrs. Andre and Mr. Andre continue to reside in the Village of Island Park. I am personally knowledgeable that Mrs. Andre and Mr. Andre are African American.


IRMA TICE

Sworn to before me
this 19 day of February, 2014


Notary Public

TAMI M. LO CASTRO
Notary Public, State of New York
No. 01LO6194101
Qualified in Nassau County
Commission Expires 9/29/20 16

Exhibit A

REAL PROPERTY TRANSFER REPORT
STATE OF NEW YORK
STATE BOARD OF EQUALIZATION AND ASSESSMENT
EA - 5217
EL-5217 Rev 1/94

PROPERTY INFORMATION

1. Property Location: 15 Kildare Road
City or Town: Hempstead State: NY ZIP Code: 11558

2. Buyer Name: Anderson First Name: Michael S.
Last Name: Anderson First Name: Michael S.

3. Seller Name: Goodman First Name: Maie
Last Name: Goodman First Name: Maie

4. Tax: Indicate where future Tax Bills are to be sent
Billing Address: 15 Kildare Road City or Town: Hempstead State: NY ZIP Code: 11558

5. Deed: Indicate the number of Assessment Roll parcels transferred on the deed: 1 of 1 Parcel OR Part of a Parcel

6. Deed: Indicate the number of Assessment Roll parcels transferred on the deed: 1 of 1 Parcel OR Part of a Parcel

7. Check the box below which most accurately describes the use of the property at the time of sale:

<input type="checkbox"/> A. One Family Residential	<input type="checkbox"/> E. Agricultural	<input type="checkbox"/> I. Community Service
<input type="checkbox"/> B. 2 or 3 Family Residential	<input type="checkbox"/> F. Commercial	<input type="checkbox"/> J. Industrial
<input type="checkbox"/> C. Residential Vacant Land	<input type="checkbox"/> G. Apartment	<input type="checkbox"/> K. Public Service
<input type="checkbox"/> D. Non-Residential Vacant Land	<input type="checkbox"/> H. Entertainment / Amusement	<input type="checkbox"/> L. Forest

8. Check the boxes below as they apply:

<input type="checkbox"/> 3A. Planning Board With Subdivision Authority Exists
<input type="checkbox"/> 3B. Subdivision Approval was Required for Transfer
<input type="checkbox"/> 3C. Parcel Approved for Subdivision With Map Provided
<input type="checkbox"/> 9. Ownership Type is Condominium
<input type="checkbox"/> 10. New Construction on Vacant Land
<input type="checkbox"/> 10A. Property Located within an Agricultural District
<input type="checkbox"/> 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

11. Sale Contract Date: 08/26/95

12. Date of Sale / Transfer: 12/27/95

13. Full Sale Price: \$149,000

14. Indicate the value of personal property included in the sale: 0

15. Year of Assessment Roll from which information taken: 1995

16. Total Assessed Value (of all parcels in transfer): 450 / 3600

17. Property Class: 1310 HHI

18. School District Name: 31 Island Park

19. Tax Map Identifier(s) / Roll Identifier(s) (If more than four, attach sheet with additional identifier(s)):

Section: 43 Lots: 1, 62, 102 Village: Island Park
Block: 1 Township: Hempstead County: Nassau

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact hereon will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER
Signature: [Signature] Date: 11/27/95

BUYER'S ATTORNEY
Signature: Schaub Krisin
Last Name: Schaub First Name: Krisin

SELLER
Signature: [Signature] Date: 11/27/95

VILLAGE ASSESSOR
Signature: [Signature] Date: 11/27/95

Exhibit B

REAL PROPERTY TRANSFER REPORT
STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217
RP-5217 Rev 7/05

1. Property Location
STREET NUMBER: 22 STREET NAME: Roosevelt Place
CITY OR TOWN: Hempstead VILLAGE: Island Park ZIP CODE: 11558

2. Buyer Name
LAST NAME / COMPANY: SOMERVILLE FIRST NAME: JACQUELINE G.

3. Tax Billing Address
Indicate where future TIEs are to be sent (if other than buyer address list bottom of form)
LAST NAME / COMPANY: FIRST NAME:

4. Indicate the number of Assessment Roll parcels transferred on the deed
of Parcels: OR Part of a Parcel (Only if Part of a Parcel) Check as they apply:
4A. Planning Board with Subdivision Authority Edits ☐
4B. Subdivision Approval was Required for Transfer ☐
4C. Parcel Approved for Subdivision with Map Provided ☐

5. Deed Property Size
ACRES: 1/4

6. Seller Name
LAST NAME / COMPANY: SOMERVILLE FIRST NAME: JACQUELINE G. TRUST

7. Check the box below which most accurately describes the use of the property at the time of sale:

<input checked="" type="checkbox"/> A. One Family Residential	<input type="checkbox"/> E. Agricultural	<input type="checkbox"/> I. Community Service
<input type="checkbox"/> B. 2 or 3 Family Residential	<input type="checkbox"/> F. Commercial	<input type="checkbox"/> J. Industrial
<input type="checkbox"/> C. Residential Vacant Land	<input type="checkbox"/> G. Apartment	<input type="checkbox"/> K. Public Service
<input type="checkbox"/> D. Non-Residential Vacant Land	<input type="checkbox"/> H. Entertainment / Amusement	<input type="checkbox"/> L. Forest

8. Check one or more of these conditions as applicable to transfer:

<input type="checkbox"/> A. Sale Between Relatives or Former Relationships	<input type="checkbox"/> 2. Ownership Type is Condominium
<input type="checkbox"/> B. Sale Between Related Companies or Partners in Business	<input type="checkbox"/> 3. New Construction on Vacant Land
<input type="checkbox"/> C. One of the Buyers is also a Seller	<input type="checkbox"/> 4A. Property Located within an Agricultural District
<input type="checkbox"/> D. Buyer or Seller is Government Agency or Lending Institution	<input type="checkbox"/> 4B. Buyer received a disclosure notice indicating that the property is in an Agricultural District
<input type="checkbox"/> E. Deed Type not Warranty or Bargain and Sale (Specify Below)	
<input type="checkbox"/> F. Sale of Fractional or Less than Fee Interest (Specify Below)	
<input type="checkbox"/> G. Significant Change in Property Between Transfer Status and Sale Deed	
<input type="checkbox"/> H. Sale of Business is Included in Sale Price	
<input checked="" type="checkbox"/> I. Other Unusual Factors Affecting Sale Price (Specify Below): <u>trust disincorporation</u>	
<input type="checkbox"/> J. None	

11. Sale Contract Date: 4-5-96
Month: 4 Day: 5 Year: 96

12. Date of Sale / Transfer: 4-5-96
Month: 4 Day: 5 Year: 96

13. Full Sale Price: 13,250
(Full Sale Price is the total amount paid for the property including personal property. The payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations. Please round to the nearest whole dollar amount.)

14. Indicate the value of personal property included in the sale: 0.00

15. Year of Assessment Roll from which information taken: 92

16. Total Assessed Value (of all parcels in transfer): 23,250

17. Property Class: 220-01

18. School District Name: Island Park U.F.S.D. # 31

19. Tax Map Identifier(s) / Roll Identifier(s) (if more than four, attach sheet with additional identifier(s))
Section 43, Block 16, Lot 163

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER'S ATTORNEY

SIGNATURE: Jacqueline G. Somerville
DATE: 4/5/96
STREET NUMBER: 22 STREET NAME (after sale): Roosevelt Place
CITY OR TOWN: Island Park STATE: NY ZIP CODE: 11558

SIGNATURE: Belaky Bruce K.
LAST NAME: FIRST NAME:
516 745-6000
AREA CODE: TELEPHONE NUMBER:

SELLER

JACQUELINE G. SOMERVILLE

Exhibit C

INSTRUCTIONS: <http://www.orps.state.ny.us> or PHONE (518) 473-7222

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK

STATE BOARD OF REAL PROPERTY SERVICES



RP - 5217

RP-5217 Rev 2/91

1. Property Location: 127 WATERFORD ROAD, ISLAND PARK, NY 11558

2. Buyer Name: ANDRE FARAH

3. Tax Billing Address: (Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form))

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR Part of a Parcel

5. Deed Property Type: ☒ Fee Simple ☐ Life ☐ Leasehold ☐ Other

6. Seller Name: BRACCO MICHELLE

7. Check the box below which most accurately describes the use of the property at the time of sale:

<input checked="" type="checkbox"/> A One Family Residential	<input type="checkbox"/> B Agricultural	<input type="checkbox"/> C Community Service
<input type="checkbox"/> D 2 or 3 Family Residential	<input type="checkbox"/> E Commercial	<input type="checkbox"/> F Industrial
<input type="checkbox"/> G Residential Vacant Land	<input type="checkbox"/> H Apartment	<input type="checkbox"/> I Public Service
<input type="checkbox"/> J Non-Residential Vacant Land	<input type="checkbox"/> K Entertainment/Amusement	<input type="checkbox"/> L Forest

8. Check the boxes below as they apply:

<input type="checkbox"/> 8A Planning Board with Subdivision Authority Exists	<input type="checkbox"/> 8B Subdivision Approval was Required for Transfer	<input type="checkbox"/> 8C Parcel Approved for Subdivision with Map Provided
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9. Sale Contract Date: 5/27/2010

10. Date of Sale / Transfer: 9/30/2010

11. Full Sale Price: 433,000.00

12. (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations. Please round to the nearest whole dollar amount.)

13. Indicate the value of personal property included in the sale: 0.00

14. Year of Assessment Roll from which information taken: 10

15. (Total Assessed Value for all parcels in transfer): 626,000.00

16. Property Class: 020-11

17. School District Name: 21 Island Park

18. Tax Map Identifier(s) / Roll Identifier(s) (if more than four, attach sheet with additional identifier(s))

19. SEC 43

20. BLK 9

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

Andre Farah

DATE

127 WATERFORD ROAD

ISLAND PARK NY 11558

SELLER

Michelle Bracco

DATE

BUYER'S ATTORNEY

BLEYER

DATE

718 591-7500

AREA CODE TELEPHONE NUMBER