

AUG 27 1993

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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY  
CIVIL ACTION NO. 89-1303

NEWARK COALITION FOR LOW :  
INCOME HOUSING, et al., :

Plaintiffs, :

v. :

NEWARK REDEVELOPMENT AND :  
HOUSING AUTHORITY, et al., :

Defendants. :

**ORDER  
APPOINTING SPECIAL MASTER**

ORIGINAL FILED

AUG 25 1993

WILLIAM T WALSH, CLERK

The court has found the following facts:

1. Implementing Order No. 3, which incorporates a Memorandum of Agreement (MOA) between the Newark Redevelopment and Housing Authority (NHA) and the U.S. Department of Housing and Urban Development (HUD) requires, among other things, that NHA return to occupancy 1158 long term vacant units in accordance with a specified time schedule and that NHA repair and occupy units becoming vacant due to attrition within specified time limits.

2. NHA has taken a number of steps to comply with the vacancy mandates of Implementing Order No. 3 and the MOA, but has fallen far behind in meeting the schedules provided therein.

3. HUD is assembling an evaluation team to review the manner in which NHA is filling vacancies. The evaluation team will commence its work during the end of August 1993 and will complete its evaluation by the end of September 1993.

4. It is essential that the court have available to it a plan to overcome the deficiencies in filling the vacancies in

NHA's housing projects and bring to an end the chronic situation where more than a thousand units stand vacant for long periods of time while there are long waiting lists of families and individuals in desperate need of public housing.

5. In order to meet the needs of the court, it is necessary to appoint a Special Master who will review NHA's current practices and the report of the HUD evaluation team, who will propose a plan for bringing NHA into compliance with Implementing Order No. 3 and the MOA and who, if necessary, will play a role in the administration of the plan which the court approves.

Accordingly, IT IS this 25<sup>th</sup> day of August 1993

ORDERED as follows:

1. Gustav Heningburg shall serve as Special Master to assist the court as provided below and to exercise the powers and duties conferred hereby.

2. The initial duty of the Special Master shall be to conduct an evaluation of the manner in which NHA is returning to occupancy its long term vacant units and its units which become vacant from time to time by reason of the departure of tenants or otherwise.

3. NHA and HUD are directed to cooperate fully with the Special Master, providing him access to offices, records and personnel of NHA as the Special Master shall request, providing such documents of HUD and NHA relating to filling of vacant units as the Special Master shall request, permitting the Special Master to accompany the HUD field office staff upon any .

inspection or interview session which it may conduct, if the Special Master so requests, and providing the Special Master with a copy of the evaluation team's report and recommendations.

4. Within 30 days after he receives a copy of the evaluation team's report, or by November 15, 1993, whichever is sooner, the Special Master shall submit to the court (with a copy to the parties to this action) a report which shall set forth: (i) the extent to which NHA has complied and failed to comply with the vacant unit requirements of Implementing Order No. 3 and the accompanying MOA, (ii) a description of the procedures which NHA has employed to fill vacant units, (iii) to the extent that NHA has failed to comply with the vacancy requirements of Implementing Order No. 3 and the accompanying MOA, the reasons why NHA has failed to comply, and (iv) the steps which the Special Master recommends consistent with HUD regulations and other applicable laws be taken to bring NHA's vacancy program into compliance with said Implementing Order and MOA.

5. In order to carry out his duties the Special Master shall have the following powers:

a. He may obtain and review any NHA document, any information maintained by NHA on electronic media, and any other information maintained by NHA in the ordinary course of business or which relate to filling vacancies. The Special Master will maintain the confidentiality of all materials covered by the Privacy Act.

b. He may observe the functions and work routines of any NHA employee or administrative staff member relating to filling vacancies.

c. He may visit and inspect any property of any type owned, leased, or operated by NHA.

d. He may interview any NHA employee or administrative staff member, or any other district employee or public official who is involved in any way with NHA's vacancy program.

e. He may consult with persons outside NHA including but not limited to counsel for other parties to this action, public housing consultants, and NHA residents and persons on the public housing waiting list, as he deems necessary.

f. He may interview HUD staff and officials.

6. In addition, the Special Master shall have the authority necessary to undertake any activity that he reasonably deems necessary in order to complete a sound and comprehensive evaluation of NHA's vacancy program.

7. In exercising the powers described above, the Special Master shall at all times be aware of any burden and/or expense placed on NHA by his actions, and he shall seek to minimize such burdens and expenses consistent, however, with the need to conduct a sound and comprehensive evaluation.

8. NHA and HUD shall cooperate fully and promptly with the Special Master in the conduct of his duties under this order:

a. They shall provide all information requested by the Special Master in a timely manner.

b. They shall promptly provide access - even absent any prior request by the Special Master - to all properties, sites, and offices requested by the Special Master consistent with legal notice requirements for access to residential units.


c. They shall promptly arrange a time and place for any interview requested by the Special Master with NHA employees, administrative staff, or current or former NHA consultants.

d. They shall cooperate with the Special Master in any other activity that he deems necessary in order to conduct a sound and comprehensive evaluation.

e. NHA shall provide the Special Master with appropriate office space if he deems it necessary for the completion of his assignment.

9. After submission of the Special Master's report the court may, after consultation with the parties, assign additional responsibilities to the Special Master.

10. NHA shall pay all reasonable fees and expenses of the Special Master.

  
DICKINSON R. DEBEVOISE  
U.S.D.J.