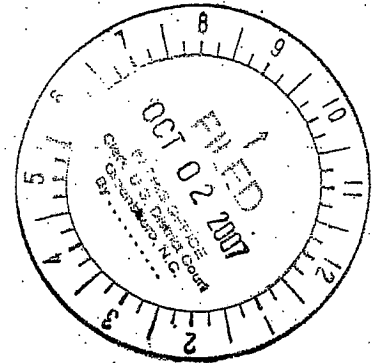


UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF NORTH CAROLINA  
DURHAM DIVISION



UNITED STATES OF AMERICA, )

Plaintiff, )

v. )

CIVIL NO. 1:05cv01083

TOWN OF CHAPEL HILL, NORTH )  
CAROLINA, )

Defendant. )

CONSENT DECREE

I. INTRODUCTION

On December 12, 2005, the United States filed this action on behalf of Sonya Dixon and her four children, twenty-seven-year-old Antwan Smith, sixteen-year-old A.A.M., thirteen-year-old A.L.M., and ten-year-old P.C.D., pursuant to subsection 812(o) of the Fair Housing Act, 42 U.S.C. § 3612(o). P.C.D. was diagnosed with cerebral palsy on or about October 3, 1997, and is substantially limited in the major life activity of walking. P.C.D. is handicapped or disabled within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(h).

The Defendant, the Town of Chapel Hill, North Carolina, operates the Chapel Hill Department of Housing ("Housing Department"). The Housing Department receives federal funding from the United States Department of Housing and Urban Development ("HUD") and manages the Defendant's thirteen public housing sites, sites comprised of approximately

336 units. The Housing Department assumed the responsibility of managing the public housing sites from the Chapel Hill Housing Authority in the late 1980s after the public housing program was statutorily made a department of the Town of Chapel Hill. See N.C. Gen. Stat. § 157-4.1 (2005). Sonya Dixon, Antwan Smith, A.A.M., A.L.M., and P.C.D. were residents of public housing in Chapel Hill, North Carolina, from August of 1996 to September of 2000.

The Complaint alleges that the Defendant discriminated against Sonya Dixon by refusing her requests for a transfer to a wheelchair accessible unit as a reasonable accommodation for P.C.D.'s physical disability. Specifically, the complaint alleges the following: that the Defendant discriminated in the rental of, or otherwise made unavailable or denied, a dwelling to Sonya Dixon because of a disability in violation of 42 U.S.C. § 3604(f)(1)(B); that the Defendant discriminated against Sonya Dixon in the terms, conditions, or privileges of a rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of a disability in violation of 42 U.S.C. § 3604(f)(2)(B); and that the Defendant refused to make reasonable accommodations in rules, policies, practices, or services, which were necessary to afford Sonya Dixon an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

On or about January 21, 2000, Sonya Dixon timely filed a complaint with HUD pursuant to 42 U.S.C. § 3610(a). In the complaint, Sonya Dixon named the former Director of the Chapel Hill Housing Authority, Tina Vaughn, as the respondent. On or about

December 14, 2004, Sonya Dixon amended her complaint to include her four children as aggrieved persons, and to include the Town of Chapel Hill, North Carolina, and the Chapel Hill Housing Authority as respondents. HUD conducted an investigation of the complaint, determined that reasonable cause existed to believe that discriminatory housing practices had occurred, and issued a Charge of Discrimination as to the Defendant. On October 31, 2005, HUD issued a "no-cause" determination regarding Vaughn, finding that there was insufficient evidence to name her as a respondent. After Sonya Dixon elected to proceed in federal court, HUD referred the case to the Department of Justice for filing pursuant to 42 U.S.C. § 3612(o)(1).

The Defendant filed a timely Answer to the plaintiff's Complaint in this matter. In its Answer, the Defendant denied all allegations of liability and wrongdoing. Defendant has alleged throughout this action that it did not discriminate against the complainants on any basis, including disability. Defendant has alleged that it timely and adequately responded to the complainants' request to be transferred to a wheelchair-accessible unit and that several units were offered to the complainants which did, or would have with reasonable modifications, accommodated the complainants' needs at the time of the request.

The Defendant has entered into this Consent Decree for purposes of settlement only, and neither the entry of this Decree, nor any action taken under it, shall be construed as an admission by the Defendant of any fault or wrongdoing, or as an admission of the validity of the United States' claim.

The parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o).

The parties agree that, to avoid costly and protracted litigation, the claims against the Defendant should be resolved without further proceedings and an evidentiary hearing. Therefore, as indicated by the signatures below, the parties agree to the entry of this Consent Decree. This Consent Decree constitutes full resolution of the United States' claims that the Defendant discriminated against Sonya Dixon, Antwan Smith, A.A.M., A.L.M., and P.C.D. on the basis of disability.

It is hereby ORDERED, ADJUDGED, AND DECREED:

## II. GENERAL INJUNCTION

1. The Defendant, its agents, employees, representatives, successors and assigns, and all other persons in active concert or participation with them are enjoined from:

a. Discriminating in the rental of, or otherwise making unavailable or denying, a dwelling because of a disability of the renter, of any person residing in or intending to reside in the dwelling after it is rented or made available, or of any person associated with the renter, in violation of 42 U.S.C. § 3604(f)(1);

b. Discriminating against a person in the terms, conditions, or privileges of the rental of a dwelling or in the provision of services or facilities in connection with such dwelling, because of a handicap of that person, a person residing or intending to

reside in the dwelling after it is rented or made available, or of any person associated with the renter, in violation of 42 U.S.C. § 3604(f)(2); and

c. Refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a resident with a disability an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3).

### III. DAMAGES FOR AGGRIEVED PERSONS

2. Within fifteen (15) days of the entry of this Decree, the Defendant shall pay Sonya Dixon fifteen thousand dollars (\$15,000) in monetary damages, P.C.D. twelve thousand five hundred dollars (\$12,500) in monetary damages, Antwan Smith one thousand dollars (\$1,000) in monetary damages, and each of the following aggrieved persons, A.A.M. and A.L.M. seven hundred fifty dollars (\$750) in monetary damages. The Defendant shall pay said money by sending to the United States a check for fifteen thousand dollars (\$15,000) payable to Sonya Dixon, a check for one thousand dollars (\$1,000) payable to Antwan Smith, and a check for fourteen thousand dollars (\$14,000) payable to the United States Department of Justice for the purpose of compensating A.A.M., A.L.M., and P.C.D. Upon receipt of the checks, the United States shall send to the Defendant an executed Release of all claims, legal or equitable, that Sonya Dixon, Antwan Smith, A.A.M., A.L.M., and P.C.D. might have

against the Defendant relating to the claims asserted in this lawsuit and any other action pending with HUD stemming from the above allegations (Appendix A).

#### IV. NONDISCRIMINATION AND COMPLAINT POLICIES

3. Within ten (10) days of the entry of this Decree and throughout the term of this Decree, the Defendant shall post and prominently display within the Housing Department a sign no smaller than 10 inches by 14 inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

4. Within ten (10) days of the entry of this Decree and throughout the term of this Decree, the Defendant shall ensure that any advertising for the Housing Department in newspapers, telephone directories, radio, television, the internet, or other media, and any signs, pamphlets, brochures, or other promotional literature include a fair housing logo, the words "equal housing opportunity provider," and/or the following sentences:

We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status or disability.

The words or logo should be prominently placed and easily legible. This provision shall not be retroactive in nature and shall not apply to any advertising, signs, pamphlets, brochures,

or other promotional literature for the Housing Department prepared prior to the entry of this Decree.

5. Within thirty (30) days of the entry of this Decree, the Defendant shall provide via first class mail, postage pre-paid, to the head of the household for each occupied public housing unit a written notice, attached hereto as Appendix B, describing the Housing Department's policy of nondiscrimination. The Defendant shall also provide this policy to all prospective public housing tenants at the time of application.

6. The Defendant shall establish and adopt written complaint policies for the Housing Department. The complaint policy will inform applicants for, and tenants of, public housing how and where to file a complaint with the Housing Department about the practices of that Department, its employees, and agents that relate to the nondiscrimination policy or to other rights afforded by the Fair Housing Act. The complaint policy will also inform applicants for, and tenants of, public housing of their right to file a fair housing complaint with HUD. Within thirty (30) days of the entry of this Decree, the Defendant shall submit its draft complaint policy to the United States for approval. The Defendant shall send it by overnight mail to the following address: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street, N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ # 175-54M-76. Within thirty (30) days of receiving notification from the United States that the Housing Department's draft complaint policy has been approved, the Defendant shall adopt and implement the policy.

7. The complaint policies of the Defendant's Housing Department shall include, among other things, procedures for: (a) documenting complaints in writing; (b) the prompt investigation and resolution of complaints; and (c) providing the complaining party or parties a copy of the Housing Department's complaint policy, a copy of this Consent Decree, and the name and contact information for a person in the Housing Department who can answer questions about the complaint process.

8. The complaint policy of the Defendant's Housing Department shall be posted and prominently displayed within those offices in the Housing Department that are accessible to, or frequented by, the public and in any other place at the Housing Department in which announcements are posted for public viewing.

#### V. TRAINING

9. Within twenty (20) days of the entry of this Decree, the Defendant shall provide copies of this Decree and the nondiscrimination policy to all of the Housing Department's agents or employees responsible for managing the Defendant's public housing sites, and shall secure a signed statement, conforming to Appendix C, from each agent or employee acknowledging that s/he has received, read, and understands the Decree and the nondiscrimination policy, and has had her or his questions about the Decree and the nondiscrimination policy answered.

10. Within one hundred twenty (120) days of the entry of this Decree, the Defendant shall schedule fair housing training for all Housing Department agents or employees



responsible for managing the Defendant's public housing sites. This training shall take place no later than one hundred eighty (180) days from the entry of this Decree. The training shall focus on discrimination because of disability and shall inform the attendees of their obligations under the Decree, as well as under applicable federal, state, and local laws. The training shall be conducted by a qualified third party, approved by the United States and unconnected to the Defendant, its employees, agents, or counsel, and any expenses associated with this training shall be borne by the Defendant. Those who attend the training shall be required to sign a certification conforming to Appendix D.

11. During the term of this Decree, each new employee or agent of the Defendant's Housing Department whose duties, in whole or in part, involve the management or rental of public housing units shall be given a copy of this Decree and the nondiscrimination policy. Each such new employee or agent shall sign a statement conforming to Appendix C.

#### **VI. REPORTING AND RECORD-KEEPING REQUIREMENTS**

12. Within ninety (90) days of the entry of this Decree, and thereafter on the anniversary of the entry of this Decree, the Defendant shall submit to the United States a compliance report, except that the final report shall be submitted sixty (60) days prior to the anniversary of this Decree. The compliance report shall be submitted via overnight mail to the following address: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street, N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ # 175-54M-76. The compliance report shall include: (a) the signed

statement of each agent and employee referred to in paragraphs 9-11; (b) a copy of the nondiscrimination and complaint policies; and (c) copies of any advertisements, pamphlets, brochures or other promotional literature concerning the Housing Department.

13. Within ten (10) days after the training required by paragraph 10, above, the Defendant shall provide to the United States (a) the name(s), address(es), and telephone number(s) of the trainer(s); (b) copies of the training outlines and any materials distributed by the trainers; and (c) the signed certifications confirming attendance.

14. Within ten (10) days after the establishment of the complaint policy required by paragraphs 6-8, the Defendant shall provide to the United States a copy of the complaint policy. For the duration of this Decree, the Defendant shall notify counsel for the United States, in writing, within fifteen (15) days of receipt of any complaint of discrimination against the Housing Department or any of its agents or employees. Such notification shall include the date of the complaint, a copy of any written complaint or a description of any verbal complaint, and contact information for the complaining party. Within fifteen (15) days of the resolution of any such complaint, the Defendant shall notify counsel for the United States, in writing, providing the details of the resolution.

15. For the duration of this Decree, the Defendant shall preserve all records related to this Decree, as well as any other documents related to the Housing Department's management or rental of public housing units. Such documents include, but are not limited to, applications, leases, resident assessment materials, tenant files, tenant transfer requests,

policies, procedures, and tenant tracker and unit availability logs. Upon reasonable notice to the Defendant, representatives of the United States shall be permitted to inspect and copy any of the Housing Department's records or inspect the public housing units at any and all reasonable times so as to determine compliance with the Decree; provided, however, that the United States shall endeavor to minimize any inconvenience to the Defendant.

#### VII. REASONABLE ACCOMMODATION POLICY

16. Within ninety (90) days after the date of entry of this Decree, subject to the approval of the United States, the Defendant shall adopt and implement specific written guidelines for receiving and handling requests made by people with disabilities for reasonable accommodations. These guidelines shall comply with the requirements of 42 U.S.C. §§ 3601 et seq., and shall include the following elements:

- a. A provision describing where and how requests for accommodations in the Housing Department's rules, policies, practices, or services are to be accepted and processed;
- b. A provision stating that each request for a reasonable accommodation and the response thereto shall be fully documented by the Housing Department;
- c. A provision stating that all requests for a reasonable accommodation shall be acknowledged, in writing, within 14 days of the Housing Department's receipt of an

oral or written request; however, the Housing Department reserves the right in the case of an oral request to seek written confirmation of the request;

d. A provision stating that those requesting a reasonable accommodation shall be notified in writing of the decision regarding their request within thirty-one (31) days of the receipt of that request; if a request is denied, an explanation of the basis for the denial shall be included in this written notification;

e. A provision stating that the final written decision regarding the reasonable accommodation request will be retained in the Housing Department's files;

f. A provision stating that the Housing Department shall consider all requests for accommodations because of a disability and shall grant those requests that are reasonable within the meaning of the Fair Housing Act; and

g. A provision stating that the Defendant shall not impose any additional fees, costs, or otherwise retaliate against any person who has exercised his or her right under the Fair Housing Act to make one or more reasonable accommodation requests and, if applicable, to receive a reasonable accommodation.

17. Within one hundred twenty (120) days of the date of entry of this Decree, the Defendant shall provide a draft copy of the Housing Department's Reasonable Accommodation Policy for Persons with Disabilities to the United States for approval by sending it via overnight mail to the following address: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street, N.W.,

Suite 7002, Washington; D.C. 20006, Attn: DJ # 175-54M-76. Within thirty (30) days of receiving notification from the United States that the Housing Department's Reasonable Accommodation Policy for Persons with Disabilities has been approved, the Defendant shall provide a copy of the policy via first class mail, postage pre-paid, to the head of the household for each occupied public housing unit.

18. For the duration of this Decree, the Defendant shall provide a copy of the Reasonable Accommodation Policy for Persons with Disabilities to each new public housing resident within ten (10) days of the beginning of the residency.

19. Defendant shall keep written records of each request for reasonable accommodation the Housing Department receives during the duration of this Consent Decree. These records shall include: (a) the name, address, and telephone number of the person making the request; (b) the date on which the request was received; (c) the nature of the request; (d) whether the request was granted or denied; and (e) if the request was denied, the reason(s) for the denial.

20. The Defendant shall post the Reasonable Accommodation Policy for Persons with Disabilities in a conspicuous location within the Housing Department that is accessible to, or frequented by, the public and in any other place within the Housing Department in which announcements are posted for public viewing.

21. If the Defendant proposes to change the Reasonable Accommodation Policy for Persons with Disabilities, it shall first provide the United States with a copy of the proposed

changes by sending them via overnight mail to the following address: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street, N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ# 175-54M-76. If the United States does not deliver written objections to the Defendant within sixty (60) days of receiving the proposed changes, the changes may be effected. If the United States makes any objections to the proposed changes within the sixty (60) day period, the specific changes to which the United States objects shall not be effected until the objections are resolved.

#### **VIII. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION**

22. The Court shall retain jurisdiction for three years after the entry of this Decree to enforce the terms of the Decree, at which time the case shall be dismissed with prejudice. Prior to the expiration of the Decree's term, the United States may move the Court to extend the duration of the Decree for good cause, including on the basis that the Defendant has failed to comply with a provision of the Decree.

23. The parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Decree prior to bringing such matters to the Court for a resolution. However, in the event of a failure by the Defendant to perform in a timely manner any act required by this Decree, or otherwise to act in violation of any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and

reasonable attorney's fees that may have been occasioned by the Defendant's violation or failure to perform.

#### IX. TIME FOR PERFORMANCE

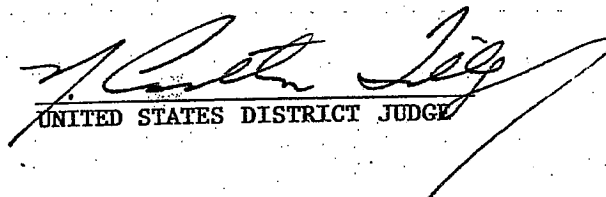
24. Any time limits for performance imposed by this Consent Decree may be extended by the mutual, written agreement of the United States and the Defendant.

#### X. COSTS OF LITIGATION

25. Each party to this Consent Decree shall bear its own costs and attorney's fees associated with this litigation.

**IT IS SO ORDERED:**

This 2<sup>nd</sup> day of October, 2007.

  
UNITED STATES DISTRICT JUDGE

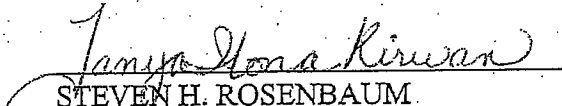
The undersigned apply for and consent to the entry of this Decree:

**FOR THE PLAINTIFF UNITED STATES:**

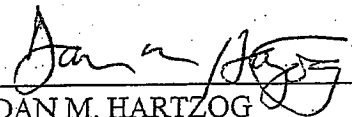
Agreed to by the parties as indicated by the signatures of counsel below.

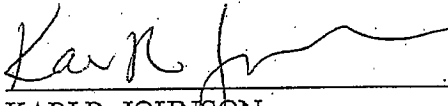
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APPENDIX A

**RELEASE OF ALL CLAIMS BY SONYA DIXON, INDIVIDUALLY, AND ON BEHALF OF HER MINOR CHILDREN, P.C.D., A.A.M., AND A.L.M.**

In consideration of the parties' agreement to the terms of the Consent Decree entered by the Court in United States v. Town of Chapel Hill, North Carolina, Civil Action No. 1:05cv01083 (M.D.N.C.), and the Defendant's payment of the sums specified therein, the undersigned Sonya Dixon, individually and as the natural parent and guardian of her minor children, P.C.D., A.A.M., and A.L.M., hereby releases the Defendant named in this action, the Town of Chapel Hill, and its agents and employees, from any and all liability for all claims, legal or equitable, based on any theory of recovery, including, but not limited to, all claims for damages, economic loss, or personal injury, that Sonya Dixon, P.C.D., A.A.M., and A.L.M. now have, have ever had, or will have in the future, which in any manner relate to or arise out of the allegations raised in this action, or any related action, or complaint pending before HUD, involving this Defendant.

The undersigned, Sonya Dixon, agrees and acknowledges that this settlement is a compromise of a disputed claim and that the payments being made herein are not in any manner to be construed as an admission of liability on the part of Defendant, such liability being expressly denied by the Defendant.

The undersigned, Sonya Dixon, further hereby declares that the terms of this settlement are completely and fully understood and voluntarily accepted for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, against the Defendant herein arising from the matters asserted herein, and for the express purpose of precluding forever, as against the world, any further additional claims or demands against the Defendant by Sonya Dixon and her minor children named herein, or anyone acting on behalf of or serving as a guardian for said minor children, flowing from the matters, things, and events set forth above. The undersigned does hereby stipulate and agree to indemnify and hold forever harmless the Defendant against any and all claims, demands, or actions which may hereinafter at any time be made or instituted against the Defendant by any other person or guardian acting, or purporting to act, on behalf of the minor children for the purpose of enforcing a claim arising out of the matters described herein, and;

The undersigned, Sonya Dixon, represents and warrants that she, individually, and as the parent and natural guardian of the minor children identified herein, is responsible for any lawful and legally enforceable liens that may exist against these settlement funds for payment under Medicare, Medicaid, the State of North Carolina, or from any other entity, private, public, or governmental which may be entitled to a lien upon said funds. The undersigned

represents and warrants that she has or will satisfy to the extent required by applicable law, from the payments recited above, all lawful and legally enforceable liens for treatments and services provided by any and all health care providers relating to the injuries and consequences of the events and matters referred to herein.

The undersigned, Sonya Dixon, acknowledges that she has read and understands the terms of this Release and has executed it voluntarily and with full knowledge of its legal consequences.

\_\_\_\_\_  
SONYA DIXON  
2801 Dairyland Road  
Hillsborough, NC 27278

Date: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public, do hereby certify that Sonya Dixon appeared before me this day and acknowledged her execution of the foregoing Release for the purposes therein expressed.

Witness my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Date: \_\_\_\_\_

RELEASE OF ALL CLAIMS BY ANTWAN SMITH

In consideration of the parties' agreement to the terms of the Consent Decree entered by the Court in United States v. Town of Chapel Hill, North Carolina, Civil Action No. 1:05cv01083 (M.D.N.C.), and the Defendant's payment of the sums specified therein, the undersigned Antwan Smith, hereby releases the Defendant named in this action, the Town of Chapel Hill, and its agents and employees, from any and all liability for all claims, legal or equitable, based on any theory of recovery, including, but not limited to, all claims for damages, economic loss, or personal injury, that Antwan Smith now has, has ever had, or will have in the future, which in any manner relate to or arise out of the allegations raised in this action, or any related action, or complaint pending before HUD, involving this Defendant.

The undersigned, Antwan Smith, agrees and acknowledges that this settlement is a compromise of a disputed claim and that the payments being made herein are not in any manner to be construed as an admission of liability on the part of Defendant, such liability being expressly denied by the Defendant.

The undersigned, Antwan Smith, represents and warrants that he is responsible for any lawful and legally enforceable liens that may exist against these settlement funds for payment under Medicare, Medicaid, the State of North Carolina, or from any other entity, private, public, or governmental which may be entitled to a lien upon said funds. The undersigned represents and warrants that he has or will satisfy to the extent required by applicable law, from the payments recited above, all lawful and legally enforceable liens for treatments and services provided by any and all health care providers relating to the injuries and consequences of the events and matters referred to herein.

The undersigned, Antwan Smith, acknowledges that he has read and understands the terms of this Release and has executed it voluntarily and with full knowledge of its legal consequences.

---

ANTWAN SMITH  
3126 Farrington Point Road  
Chapel Hill, NC 27516

Date: \_\_\_\_\_

(cont.)

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public, do hereby certify that Sonya Dixon appeared before me this day and acknowledged her execution of the foregoing Release for the purposes therein expressed.

Witness my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## APPENDIX B

### NONDISCRIMINATION POLICY

It is the policy of the Town of Chapel Hill, North Carolina's Housing Department to comply with Title VIII of the Civil Rights Act of 1968 (commonly known as the Fair Housing Act) by ensuring that apartments are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex. This policy means, among other things, that the Housing Department and all agents or employees of the Housing Department with the responsibility for renting, managing or administering any dwelling units must not discriminate on the basis of disability in any aspect of the rental of dwellings to qualified applicants or tenants. Such agents and employees must refrain from:

A. Discriminating in the rental of, or otherwise making unavailable or denying, a dwelling because of a disability of the renter, of any person residing in or intending to reside in the dwelling after it is rented or made available, or of any person associated with the renter;

B. Discriminating against a person in the terms, conditions, or privileges of the rental of a dwelling or in the provision of services or facilities in connection with such dwelling, because of a disability of that person, a person residing or intending to reside in the dwelling after it is rented, or any person associated with that person; and

C. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such reasonable accommodations may be necessary to afford all residents with a disability an equal opportunity to use and enjoy a dwelling.

Any agent or employee who fails to comply with this nondiscrimination policy shall be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in the unequal service, treatment or behavior to tenants on the basis of disability may constitute a violation of state and federal fair housing laws. Any tenant who believes that any of the above policies have been violated by any owner, agent or employee may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777, or the U.S. Department of Justice at 1-800-896-7743 or 202-514-4713.

APPENDIX C

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on \_\_\_\_\_, 200\_\_, I was provided copies of the Consent Decree entered by the Court in United States v. Town of Chapel Hill, North Carolina, Civil Action No. 1:05cv01083 (M.D.N.C.), and the nondiscrimination policy of the Town of Chapel Hill, North Carolina's Housing Department. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date

APPENDIX D

EMPLOYEE TRAINING CERTIFICATION

I certify that on \_\_\_\_\_, 200\_\_, I received training with respect to my responsibilities under the Consent Decree entered by the Court in United States v. Town of Chapel Hill, North Carolina, Civil Action No. 1:05cv01083 (M.D.N.C.), and the federal Fair Housing Act. I was also instructed as to the rental policies and procedures, including the nondiscrimination and complaint policies, of the Town of Chapel Hill, North Carolina's Housing Department. I have received copies of and have read the Consent Decree, the nondiscrimination policy, and the complaint policy, and I have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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Job Title

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Date