

THE 60 DAY INTERIM RENT STRIKE SETTLEMENT

SUMMARY OF PROGRESS AND DEVELOPMENTS

May 31, 1973

A temporary settlement agreement was negotiated and approved by the Essex County District Court on or about April 2, 1973. The agreement provided, inter alia, for the dismissal of approximately 2400 eviction actions pending against residents of Newark's public housing. Such dismissal was conditioned upon the satisfactory performance of the various terms of the settlement agreement, a copy of which is attached hereto. The parties to the agreement included the Newark Housing Authority ("NHA") and leaders of the striking tenants at Stella Wright, Columbus, Scudder, Kretchmer and Kretchmer Elderly.

Representatives of the TG viewed the agreement as an opportunity to promote a climate of good faith and cooperation between the NHA and the striking tenants. It was felt that if mutual confidence and trust could be achieved during the 60 days, perhaps some ultimate resolution of the rent strike could be obtained and progress toward improving conditions at the projects could be begun. An assessment of the developments during the past 60 days, however, indicates that the agreement has completely failed in its purpose.

A substantial majority of the TG have sought to use their best efforts to comply with the specific terms and spirit of the agreement. Numerous meetings have been held and certain proposals have been developed and submitted to the NHA. A meeting with the Newark Tenants Council was arranged to discuss the question of elections. Committees were formed at each of the TG projects to meet with local managers to prepare a list of needed repairs and arrange for expenditure of the respective tenant repair funds.

To date, most of the foregoing tenant effort has been subverted or ignored by the NHA. Tenant proposals and requests for information have either been completely ignored or responded to inadequately. Local managers have been largely uncooperative and at some projects completely unwilling to meet with tenant representatives. Important policy decisions crucial to the management and administration of public housing have been made without consultation with representatives of the TG. On balance, it is the conclusion of the TG that the NHA has seriously breached its responsibilities and obligations under the temporary settlement agreement. Accordingly, the TG has determined by vote of its membership that it has no alternative but to recommence the withholding of rent effective June 1, 1973.

Set forth below is a partial list of what occurred during the 60 day period of the interim settlement agreement:

A. General Acts of Bad Faith by the NHA.

1. Appointment of ~~Earl Phillips~~^{the} Director of Housing without the prior consent or consultation of the tenants.
2. Failure to adequately respond to tenant requests for information.
 - a. Failure to provide list of tenants who have paid or not paid April or May rent until May 25, 1973.
 - b. Failure to provide modernization budgets.
 - c. Failure to provide detailed plans or proposals for alternative housing.
 - d. Failure to develop and supply a depopulation proposal.
 - e. Failure to supply copies of operating budgets.
 - f. Failure to provide accountings as to how much money was paid into the various tenant repair funds.
3. Failure to provide office space on a timely basis and failure to supply basic office equipment at some of the projects.
4. Refusal of some managers to meet with TG representatives.
5. General lack of cooperation by managers at all projects in implementing the mechanism of expenditure of the tenant repair fund; no funds have yet been spent for repairs.
6. General maintenance at most of the projects has deteriorated during the 60 days.
7. The NHA has initiated a policy of refusing applicants admission to public housing on the sole basis that their income is too low.

B. Tenant-Management Committees to Prepare List of Needed Repairs.

1. Committees have been set up at all five projects by tenants.
2. List of needed repairs has been prepared and submitted to manager at all projects.
3. No repairs have yet been performed.
4. General lack of cooperation by managers.

C. Elections.

1. Detailed Election Plan has been developed by the TG in conjunction with the National Center for Dispute Settlement of the American Arbitration Association.
2. The Views of the NTC were sought concerning the Election Plan-- The NTC opposes elections at this time.
3. To date, the NHA has failed to approve the Election Plan.

D. Joint Development of a Plan for Improved Security.

1. NHA has prepared its own security plan and submitted such plan on or about May 1, 1973 to city agencies for approval.
2. No prior tenant involvement or consultation in preparing, approving or implementing the NHA plan.

E. Tenants on NHA Board of Commissioners.

1. NHA has done nothing to secure appointment of a tenant to the Board of Commissioners.

A G R E E M E N T

AGREEMENT made this day of , 1973, by and between the HOUSING AUTHORITY OF THE CITY OF NEWARK and the STELLA WRIGHT TENANTS ASSOCIATION, COLUMBUS HOMES TENANTS ASSOCIATION, SCUDDER HOMES TENANTS ASSOCIATION, THE KRETCHMER HOMES TENANTS ORGANIZATION, and THE KRETCHMER DREAMLAND SENIOR CITIZEN TENANT ORGANIZATION.

It is hereby agreed that:

1. The Housing Authority of the City of Newark (hereinafter referred to as NHA) and the Stella Wright Tenants Association, Columbus Homes Tenants Association, Scudder Homes Tenants Organization, the Kretchmer Homes Tenants Organization, and the Kretchmer Dreamland Senior Citizen Tenant Organization (hereinafter referred to as the Tenant Groups - TG) both seek an amicable end to the differences between TG and the NHA.
2. The desires of NHA and TG should be publicly witnessed by acts of good faith.
3. Public Housing high-rise buildings for low income families in the City of Newark, exclusive of housing for the elderly, have proven to be unsuccessful, unmanageable, and not in the best interests of the tenants, the community and the City itself. In recognition of the serious deterioration of living conditions therein, the NHA and the TG have agreed that alternate housing must and will be sought and developed jointly.

4. The NHA and TG agree to the principle of tenant participation in the process of decision and policy making; we therefore strongly urge the immediate appointment of at least one Public Housing tenant to the Board of Commissioners, said tenant to be recommended by the tenants at large to the Mayor for appointment.

5. NHA and TG recognize the need for improved security and thereby agree to jointly seek ways to increase security in all projects. We agree to demand of the Mayor, Kenneth Gibson, Acting Police Director, Edward Kerr, the City Council, and any other appropriate body for adequate security. There must be tenant involvement in the design and implementation of the security programs.

6. In recognition of the fact that there may be a dispute as to tenant representation in certain projects, the Housing Authority will call for elections in all projects within thirty (30) days from the date of this agreement. The elections to be conducted by an outside impartial election agent to determine who the officers of the respective representative project organization shall be.

7. Tenants and management will meet and evaluate conditions at the respective projects. A list will be made of all existing defects and needed repairs, both ordinary and extraordinary, and steps will be taken for their correction. Where defects cannot be corrected, such cases should be noted, and recommendations shall be made to the proper authorities for remedy of the same. Through the vehicle of the Tenant Management Committee, steps will be taken not only to correct repairs but to involve tenants in policy and decision making at the project level.

8. Commencing April 1, 1973 each tenant served with a summons and complaint for possession shall pay their rent which is due for April 1973. The

rent collected for the months of April and May 1973 for each tenant served with a summons and complaint for possession who did not pay February and March rent prior to said summons shall be deposited in a special account, custodians therefore being one representative of TG and one representative of NHA. The monies so deposited shall be designated for repairs at the individual projects according to the amount deposited from that project. The use and priorities of the monies so deposited shall be determined by the TG from that particular project. Upon the completion of the sixty (60) day period, Monsignor Thomas G. Fahy shall make a report to the TG and NHA on the good faith and progress on the agreements contained herein. Upon receipt of the April rent from the individual tenant served with a summons and complaint for possession, NHA shall file with the court a stipulation of dismissal without prejudice. By the filing of such stipulation and the entry into this agreement, the NHA does not waive its right to the collection of any back rentals to which it is legally entitled. The NHA further agrees, however, to afford the parties herein the same rights contained in an agreement dated January 25, 1973 insofar as said agreement refers to back rentals.

IN WITNESS WHEREOF, the said parties have caused these presents to be signed by their corporate officers whose signatures are hereinafter set forth being duly authorized, and their proper corporate seals to be hereunto affixed.