

OCT 26 1979

UNITED STATES DISTRICT COURT  
District of Minnesota, Fifth Division

Katherine Brody, Linda Verrill and  
Judith Weygant, on behalf of them-  
selves and all others similarly  
situated as tenants of the Harbor  
View housing project in Duluth,  
Minnesota,

Plaintiffs,

vs.

O. Richard Humes, individually and as  
Executive Director of the Housing and  
Redevelopment Authority of Duluth,  
Minnesota;

Civil 5-77-102

Dennis Norlander, individually and as  
Director of Housing Management for the  
Housing and Redevelopment Authority of  
Duluth, Minnesota;

Jay Hassler, individually and as Hous-  
ing Manager for the Housing and Redevel-  
opment Authority of Duluth, Minnesota;

and

The Housing and Redevelopment Authority  
of Duluth, Minnesota,

Defendants.

CONSENT JUDGMENT

The Plaintiffs brought this action in the United States District  
Court for the District of Minnesota, Fifth Division, against  
Defendants seeking to secure rights conferred upon Plaintiff's by  
federal statutes and the United States Constitution,

WHEREAS, the parties recognize the desirability that this suit  
be terminated without further litigation or trial; and

WHEREAS, the parties have reached an agreement as to Count I  
through Count V of the Plaintiffs' Complaint, and the parties further  
agree to dismiss any claim arising under Count VI; and

filed OCT 26 1979  
Harry A. Sisson, clerk  
*Catherine M. Flacek*  
Deputy

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WHEREAS, the Plaintiff, Linda Verrill refuses to have any further involvement in this suit, it is agreed between the parties that this matter be dismissed as to her and Defendants without prejudice to her rights in this matter,

It is, upon such agreement by the parties, hereby ORDERED, ADJUDGED and DECREED that the provisions of the consent judgment between the parties are approved and adopted by this Court as final judgment in this action as follows:

1. The Defendant Housing and Redevelopment Authority of Duluth, will make only one annual inspection of each unit at Harbor View Homes and that this inspection shall be for the sole purpose of determining the structural conditions of the apartments. Housing and Redevelopment Authority of Duluth shall give written notice to each tenant at least seven (7) days prior to each such inspection and shall further post general schedules as to when the inspections will take place, at least fourteen (14) days prior to the beginning of each annual series of inspections.

Said notice shall not be required for the visits of maintenance personnel in response to tenant's request for maintenance services if said response is made in a reasonably timely manner (to be construed as ten (10) working days from the receipt of tenant's request), nor is it required for maintenance services necessary to effect repairs of an emergency nature (emergency to mean necessary in order to eliminate or minimize damage to the dwelling unit).

This provision shall not bar HRA personnel from the Social Services Department of HRA from conducting annual visits nor responding to tenant's complaints of unsafe or unsanitary conditions within the project.

2. That the Housing and Redevelopment Authority of Duluth shall neither forbid the use of Copeland Community Center to groups wishing to meet to discuss grievances and complaints as to the HRA policy, nor require the presence of an HRA official as a prerequisite

for such use.

That the Housing and Redevelopment Authority of Duluth shall not request, advise, counsel or otherwise influence the St. Louis County Department of Social Services to forbid such use or set such a prerequisite as a matter of policy.

3. That written notice of an informal eviction hearing sent by Housing and Redevelopment Authority of Duluth shall be dated at least ten (10) days prior to the proposed hearing and postmarked at least seven (7) days prior to such hearing; that any notice shall inform the affected tenant of his or her right to be represented by a private attorney or by the Legal Aid Service.

4. That the Housing and Redevelopment Authority of Duluth shall take accurate quarterly readings of utility usage at each unit at Harbor View Homes and shall keep regular records of each unit's quarterly reading.

5. That the Housing and Redevelopment Authority shall issue quarterly itemized statements to each tenant billed for excess utility usage listing: (a) the meter readings at the beginning and the end of the billing period; (b) actual utility usage computed from these readings; (c) the utility allowance for the unit; (d) the excess usage computed from (d) and (c) above, the charge per utility unit (kilowatt hour or cubic foot of gas) for excess usage.

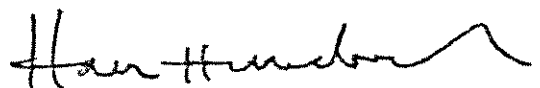
6. That the gas allowance be correlated with the electricity allowance so that if a tenant uses less than the full dollar allowance for gas in a quarter, he or she will be given credit for that by adding it to the dollar amount of the electric allowance for the quarter and vice versa.


7. That the Housing and Redevelopment Authority of Duluth shall implement any new Department of Housing and Urban Development rules as to utility allowances within six (6) months of the date those rules are adopted.

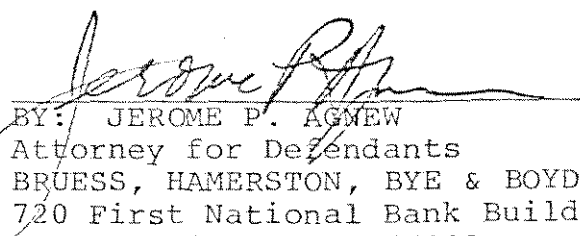
8. This agreement shall not be construed as an acceptance of the validity or invalidity of any excess utility charges heretofore billed but remaining unpaid from any tenant at Harbor View Homes to the Housing and Redevelopment Authority of Duluth. The parties to this lawsuit and any and all other tenants of Harbor View Homes shall be entitled to challenge the validity of any excess utility charges in an appropriate court of law. Any claim arising under Count VI of the Complaint is therefore dismissed without prejudice to any and all of the parties.

9. This entire action is dismissed without prejudice as to Linda Verrill and the above named Defendants.

Entered this 25 day of October, 1979.

  
UNITED STATES DISTRICT JUDGE

  
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