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BFTAA Comments in Opposition to Text Amendment

I. Introduction

BFTAA members and former Barry Farm residents respectfully request that this application for a non-contested case rulemaking text amendment be denied. The unique mandates of this site preclude the zoning commission's consideration of this matter as anything other than a contested case allowing for findings of facts and conclusions of law as to BFTAA members' legal rights and privileges pertaining to the Barry Farm redevelopment and pertaining to the duties of the District government concerning the same. Allowing this matter to move forward as setdown would undermine nearly two decades of promises to Barry Farm residents and be a continuation of racist urban renewal policies that has historically led to extreme hardships for black District of Columbia residents facing urban renewal.

Facts

DC has a long history of broken promises to black residents displaced by urban renewal. Between 1954 to 1973 the Southwest Waterfront neighborhood was erased to make way for renewal projects.[1] The displaced residents were promised that plans for the redevelopment

[1] Lindsey-Herrara, Flora. Land Governance and (Im)mobility: Exploring the Nexus between Land Acquisition,

ZONING COMMISSION
District of Columbia
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would contain “detailed provisions for types of dwelling units and provide[d] that at least one-third of them [were] to be low-rent”, *Berman v. Parker*, 348 U.S. 26, 30 (1954), but government did not honor those promises.[2] Residents were “relocated to 37 census tracts throughout the city in a “shotgun” pattern”[3] Some ended up East of the River in Barry Farm, some ended up in the then newly developed Arthur Capper Dwellings, contributing to patterns of segregation in this city the legacy of which we continue to see today. *Id*.

More recently, the New Communities Initiative was developed in 2005 to correct some of the past mistakes of redevelopment. These mistakes date back to urban renewal projects of the 1950’s, 60’s, and 70’s but also address mistakes that were repeated in Southwest under HOPE VI programs in the early ought’s when, for example, public housing residents at Arthur Capper dwellings were promised a right to return that never came to fruition. (Only 377 out of a promised 707 public housing units were built.)[4]

It is in response to these historic injustices that the New Communities Initiative (hereinafter, “NCI”) was developed.[5] NCI is an active policy document governing redevelopment of public housing in the District of Columbia. *Id*. NCI promises public housing residents “build first” principles to avoid the necessity of having to return residents to their community after having been displaced. *Id*. NCI also promises “one for one replacement” and calls for specific distribution of affordable units. *Id*. Barry Farm is a New Communities project. *Id*.

Displacement and Migration. 14 February 2019. Available online: https://www.mdpi.com/2073-445X/8/2/34/htm#B1-land-08-00034 (accessed on 4 December 2020)

[2] National Park Service. Southwest Washington, Urban Renewal Area. HABS DC-866. Historic American Buildings Survey. Available online: https://www.swdc.org/wp-content/uploads/2015/08/HABS-Southwest-Washington-Urban-Renewal-Area.pdf (accessed on 30 April 2018).

[3] *see* Fn 1.

[4] Lawrence J. Vale, Shomon Shamsuddin & Nicholas Kelly (2018): Broken Promises or Selective Memory Planning? A National Picture of HOPE VI Plans and Realities, Housing Policy Debate, DOI: 10.1080/10511482.2018.1458245. Available online: https://nlihc.org/sites/default/files/Broken-Promises.pdf (accessed on December 4, 2020).

[5] https://dcnewcommunities.org/about-nci/

The Barry Farm Small Area Plan (hereinafter, "BF SAP") provides further guidance about how Barry Farm should be redeveloped. Policy FSS-2.3.1. The BF SAP is an active policy document governing redevelopment at the site. The BF SAP calls for any developer at the site to "take steps to avoid hardship or displacement". *Id*. The BF SAP also calls for "build first" principles and "one for one replacement" at the site. *Id*.

The parcels of land currently under consideration for a text amendment originally came to the Zoning Commission for zoning redesignation in 2014 in zoning commission case number 14-02.[6] BFTAA argued for the Zoning Commission to honor the BF SAP and the NCI.[7] The Zoning Commission asserted that both policy documents, in so much as they protected against displacement and hardship, were outside the Zoning Commission's purview.[8] The Zoning Commission rejected BFTAA attempts to avail themselves of active policies meant to correct for the District's long history of not honoring promises to black residents impacted by urban renewal projects.[9]

In 2018, the DC Court of Appeals overturned the decision of the Zoning Commission. The DC Court of Appeals remanded the matter and found, *inter-alia*, the following:

> **"Policy FSS-2.3.1 is one of the policies under the Far Southeast and Southwest 1219*1219 Area Element of the Comprehensive Plan. The Policy encourages the redevelopment of Barry Farm in a manner that "[e]nsures one-for-one replacement of ... public housing[,]" "[c]reates additional opportunities for workforce and market rate housing[,]" and "[p]rovides new amenities such as community facilities, parks, and improved access to the Anacostia River and Anacostia Metro Station." 10-A DCMR § 1813 Policy FSS-2.3.1. This policy recognizes that "some increase in density will be required" to ensure one-for-one replacement but that densities should remain "in the moderate to medium range."** ***Id*****." *Barry Farm Ass'n V. DC Zoning Commission*, 182 A. 3d 1214, 1219.**
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> **"We do not construe the "or" as offering the Applicant a choice between implementing measures to "avoid dislocation" or measures to "avoid hardship" as dislocation is a hardship. See *Young v. U-Haul Co.*, 11 A.3d**

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[6] ZC 14-02. EXHIBIT #4, p.8.
[7] ZC 14-02. EXHIBIT #98, p.10-14.
[8] ZC 14-02 ORDER. p.54, ¶162, 163.
[9] *Id*. at p.65.

247, 250-51 (D.C. 2011) (stating that "where a statute contains two clauses which prescribe its applicability, and the clauses are connected by a disjunctive ... the statute ... will apply to cases falling within either of them" but that "basic principles of statutory construction require that the actual language of a statute be ignored or revised to avoid the absurdity that would result if it were read literally") (internal quotation marks omitted)…" *Id.* at Fn 21; *See also* Policy FSS-2.3.1."

"The Commission erred in concluding that the proposed distribution of affordability levels was "generally consistent" with the Barry Farm Small Area Plan's proposal of one-third market rate units when the majority of units would be market rental or market ownership; one-third is not "generally consistent" with a majority percentage… "*Id*. **at 1227.**

"Despite these findings, the Commission also needed to address the specific adverse impacts raised by Barry Farm residents, such as the loss of green space and personal yards, the addition of high-density apartment buildings, the disruption of existing social support networks, gentrification of their existing community, the net loss of 100 public housing units on the PUD site, and the loss in availability of 440 currently existing public housing units during the development process." *Id*.

"The Commission also viewed some of the project amenities from a perspective that disregarded the existing community; for example, the Commission viewed the "substantial amount of open space" and "central park" as project amenities, when residents currently enjoy an even greater amount of open space." *Id*.

"Given that 100 of the units are being built off-site and 380 families currently reside on the PUD site, the Applicant cannot reasonably make this promise when only 344 replacement units are being built on-site. The Commission must reconcile this dispute in light of the possibility that more than 344 families wish to return…as they have been promised." *Id*. **at 1230.**

"In this case, the Small Area Plan, developed in 2006, set out very specific parameters for the proposed number of housing units (1,110) and housing unit affordability mix…" *Id*. **at 1231, 1232."**

Today, BFTAA finds themselves before the Zoning Commission combating an Office of Planning proposal to amend applicable text through a non-contested case rulemaking. In plain English, the Office of Planning has applied for a procedural work around so as to yet again not have to honor the promises made to black residents during urban renewal. The Zoning Commission should not entertain such machinations lest it be complicit in longstanding

unofficial government policy to make promises to black residents facing urban renewal only to break those promises.

In this case, the Zoning Commission set this matter down as a non-contested case rulemaking inappropriately in its public meeting on September 14, 2020. For one, this application for a non-contested case text amendment is inconsistent with the Comprehensive Plan. Secondly, this application violates Zoning Commission Rules of Procedure. Thirdly, prevailing District of Columbia Court of Appeals caselaw makes it clear handling this matter as a non-contested case rulemaking is impermissible.

II. Background

Barry Farm is presently emptied of all of its residents. BFTAA members that are former Barry Farm residents live in all four quadrants of the city. Some have left the city entirely. All BFTAA members have experienced the hardship of being displaced, including loss of support networks and the loss of daily interactions that comprise friendships. Communication with former residents and staying in touch has been difficult and has posed a challenge to maintaining community. BFTAA residents have experienced hardship storing their items, including the costs associated with storage, replacing broken items, or even the practical issues arising from having years of personal items in a storage space because the temporary replacement unit is too small. All BFTAA former residents desire to return to the new development. BFTAA former residents wish for the principles of NCI and the BF SAP to be honored, including 33% distributions of public housing, affordable housing, and market rate housing respectively; BFTAA former residents seek to return to units that are comparable, including 3 and 4 bedroom units; BFTAA former residents seek one for one replacement for themselves and their neighbors, including for, potentially, all 440 families once living at Barry Farm should those families seek to return. To guarantee these legal entitlements meant for Barry Farm residents, BFTAA seeks a

proceeding whereby they may appropriately receive "party status" and have an evidentiary hearing where the above matters may be adjudicated.

1. Arguments

A. The Office of Planning Text Amendment Application is Inconsistent with the Comprehensive Plan and the Small Area Plan.

The zoning regulations state that an application for a text amendment must be consistent with the Comprehensive Plan. 11-Z DCMR 305.5(a) (A statement of the purposes and objectives of this proposal and how it is consistent with the guidance and direction in the current Comprehensive Plan). In that vein, "Small Area Plans are to be interpreted in conjunction with the Comprehensive Plan, and if necessary, the Comprehensive Plan can be amended to ensure internal consistency with the Small Area Plans." *Barry Farm Ass'n V. DC Zoning Commission*, 182 A. 3d 1214, 1219. This application for a non-contested case text amendment does not adequately include a "A statement of the purposes and objectives of this proposal and how it is consistent with the guidance and direction in the current Comprehensive Plan" because it ignores important portions of the Small Area Plan such as those providing for the avoidance of hardship for Barry Farm residents. Nor does the text amendment include references to "other information needed to understand the implications of the proposed changes" such as the NCI.

The application brought forward by the Office of Planning does not include any project specifics such as affordability, unit sizes, resident hardship, and resident displacement, all mandates of Policy FSS-2.3.1 and the NCI. The zoning regulations require the Office of Planning detail how their application for a text amendment is consistent with the Comprehensive Plan, but this application does not adequately detail Comprehensive Plan consistency. Nor does the application provide other information such as that presented in the BFSAP, NCI, and other active policy documents to help understand the implications of ignoring

consideration of unit sizes, affordability distribution, the details in providing replacement units, resident hardship, and resident displacement. Without having provided any explanation for how their application is consistent with the mandatory provisions of the aforementioned texts, the Office of Planning's application for a text amendment is insufficient and must be denied.

i. Barry Farm Small Area Plan

The BF SAP provides for one for one replacement, a maximum number of units at the site, and the avoidance of hardship for Barry Farm residents. Policy FSS-2.3.1. Legally, there is no mechanism in a text amendment to honor the provisions against resident "hardship" mandated by the BF SAP.

ii. New Communities Initiative

NCI is an active policy document. NCI calls for a specific affordability distribution. The Office of Planning's present application for a text amendment does nothing to honor that provision, thus, currently, is woefully insufficient and must be denied because it is inconsistent with an active policy document pertaining to the site. 11-Z DCMR 305.5(a)

iii. Comprehensive Plan Re-write.

Recently, in at least one prior Zoning Commission case, the Zoning Commission has setdown a matter based on predictions about the Comprehensive Plan rewrite.[10] That is wholly inappropriate and should not be repeated here. Most obviously, no one knows what the provisions of the future Comprehensive Plan will be. Secondly, even if the Comprehensive Plan

[10] *see* ZC 20-12. EXHIBIT #11, p.5. ("While the proposed PUD and its requested MU-2 text amendment may not comport with the existing Comprehensive Plan description of a moderate density residential land use, an amendment to the Comprehensive Plan that is based on a Council approved Small Area Plan suggests the applicant's site is appropriate for the medium density development proposed by the applicant.")

turns out how the Zoning Commission predicts, applying future changes to the law to past events is considered retroactive legislation and is unconstitutional.

Courts have held, "[i]t is a principle which has always been held sacred in the United States, that laws by which human action is to be regulated, look forwards, not backwards." *Reynolds v. McArthur*, 27 U.S. (2 Pet.) 417, 434, 7 L.Ed. 470 (1829); see also *Landgraf v. USI Film Prods.*, 511 U.S. 244, 265. ([T]he presumption against retroactive legislation is deeply rooted in our jurisprudence). The law applies a presumption that new legislation applies only prospectively. *Id.* at 270. Prospective application of new legislation goes towards protecting "due process interests" by providing "fair notice, reasonable reliance, and settled expectations" *De Niz Robles v Lynch*, 803 F 3d. 1165, 1169. This "presumption serves an important equal protection interest preventing the state from singling out disfavored individuals or groups and condemning them. . ." *Id.*

Any future change to the Comprehensive Plan, thus would be forward looking and not retroactive. Allowing the Office of Planning to proceed with their Text Amendment based on predictions about the Comprehensive Plan re-write is unconstitutional. Such a maneuver undermines BFTAA's reasonable reliance on existing Comprehensive Plan and statutory regimes. Moreover, BFTAA is a disfavored group made up of Black, low income, long time DC residents. BFTAA would be condemned by such a maneuver as it appears as if new laws are being written with the purpose of stymying BFTAA's attempts to hold the government accountable for legally enforceable promises. Such a work around sets dangerous precedent for disfavored groups such as BFTAA and implicates their Due Process Rights. *De Niz Robles v Lynch*, supra, 803 F 3d. 1165, 1169.

B. The Land Parcels at Issue in this Application are on Remand and any Hearings Held on the Site's Redevelopment Should be Held in Accordance with 11-Z DCMR 900 and 11-Z DCMR 901.

Upon receipt of a Court of Appeals mandate remanding a Commission decision, the Director shall request the Office of the Attorney General (OAG) to provide a memorandum that:

> **"(a) Summarizes the Court of Appeals holding;**
> **(b) Identifies the issues that must be decided on the remand; and**
> **(c) Provides such further information and analysis as to enable the Commission to comply with the remand instructions.**
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> **Following receipt of the OAG memorandum, the Commission may meet to determine whether it should request the parties to submit briefs, additional oral or documentary evidence, present oral argument, or to augment the record by other means." 11-Z DCMR 901.**

None of the aforementioned transpired, instead the Office of Planning has proposed a non-contested case rulemaking as a very obvious work around to the court order. The zoning commission should not oblige this gambit because it is procedurally improper. The Office of Planning seeks a Text Amendment under 11-Z DCMR 304 however 11-Z DCMR 101.2 provides that, "[i]n any conflict within this section between general and specific provisions, the specific provisions shall govern." 11-Z DCMR 901 is a specific provision concerning only cases that have been remanded whereas 11-Z DCMR 101.2 concern text amendments that are of general applicability. Therefore, the Office of Planning's application must be denied.[11]

C. <u>The Land Parcels Under Review Very Clearly Involve the Rights of BFTAA Former Barry Farm Residents and Concern Matters of Fact that Necessitate a Contested Case Hearing.</u>

The DC Court of Appeals has previously ruled that if a project has previously been treated as a contested case by the Zoning Commission then any subsequent consideration of the same Applicant and land area shall be treated how it was previously treated. The DC Court of

[11] The Zoning Commission can only waive procedural rules for good cause, if the waiver does not prejudice any party, and if the waiver is not otherwise prohibited by law. 11-Z DCMR 101.9. Here, waiving the procedural rules would be prohibited by law as it would effectively preclude BFTAA from having its legal rights and privileges adjudicated pursuant to District of Columbia Court of Appeals decisions concerning legislative versus adjudicatory proceedings. *see* Section C of BFTAA Comments in Opposition to Text Amendment.

Appeals held, "…[I]n an earlier case involving precisely the same applicant and the same parcel of land, we specifically held that the proceeding before the Commission had constituted a contested case." *Capitol Hill Restoration Soc. v. Zoning Commission*, 287 A. 2d 101. Holding, "…[i]t was treated as a `contested case' by the Commission and we see no reason now to view it otherwise." *Palisades Citizens Assoc. V. Dist. Of Col. Zon. Com.*, 368 A. 2d 1143, 1147; *see also Citizens Ass'n of Georgetown, Inc. v. Washington*, 291 A. 2d 699, 705; *see also Schneider V. District Of Columbia Zoning Com'n*, 383 A. 2d 324, fn 9; *see also Capitol Hill Restoration Soc. v. Zoning Com'n*, 380 A.2d 174, 179.

"Naturally, the Zoning Commission may not adjudicate the legal rights, duties or privileges of specific parties under the pretense of legislative action." *Dupont Circle Citizen's Association Et Al., V. District Of Columbia Zoning Commission*, 343 A.2d 296 (1975). Here, by allowing Application 20-21 to go forward as a non-contested case rulemaking the Commission is clearly legislating by pretense as the same parcels of land, involving the same developers, and very similar public land entitlements are being presented in this case as ZC 14-02.

The sought land use entitlements do not represent broad policy decisions, but rather involve the specifics of a project already proposed. To that end, this matter involves the legal rights, privileges, and duties of BFTAA residents and the developer and any general policy to build additional housing in the District of Columbia is notwithstanding nor sufficient to make this a legislative matter.

Consider other rulemaking proceedings and non-contested case text amendments that have been ruled upon and allowed by the DC Court of Appeals: *Dupont Circle Citizens Association v. District of Columbia Zoning Commission*, 343 A.2d 296, (allowing halfway houses in R-4 zoning districts citywide); *Charles M. Schneider v. District of Columbia Zoning*

Commission, 383 A2d 324, 329 (re-zoning 50 lots across 6 squares); *District of Columbia Citizens Association v. District of Columbia Council*, 327 A.2d 310, 316 (Altering streets and public ways for public use thus not to specific parties and non-contested); *Citizens Association of Georgetown v. District of Columbia Zoning Commission*, 291 A.2d 699, 702 (Re-zoned entire Georgetown waterfront area as non-contested case because the re-zone would implicate policy in all of DC); *see also* 11-Z DCMR 201.2; *compare* to 11-Z DCMR 201.5.

Whatever policy interest the District government has in developing more housing is far outweighed by the "legal rights" and "privileges" owed BFTAA members that are former Barry Farm residents, and are far outweighed by the "duties" the District government owes Barry Farm residents, which govern how the site will be redeveloped. In fact, conducting this matter as a non-contested case rulemaking is an impermissible abdication of District government duties, essentially allowing the developer to develop the site however it wants in ways that ignore important provisions of the BF SAP, the NCI, and other applicable policies and zoning regulations.

III. Injuries and Remedies

A. Contested Case Hearings Allow for Party Status but this Non-Contested Proceeding as Setdown by the Zoning Commission at the Office of Planning's Request does not.

1. Barry Farm Tenants and Allies Include Former Barry Farm Residents that are Uniquely Impacted by this Redevelopment. (Cite To DCAPA).

BFTAA qualifies for party status. *Id*. Accordingly, BFTAA seeks the ability to ascertain an enforceable legal instrument which resolves factual disagreements between BFTAA, the developer, DCHA, and the District Government pertaining to the rights, privileges, and duties of BFTAA members that are former Barry Farm residents, government, and the Developer as laid out by the Comprehensive Plan, BF SAP and NCI, *Dupont Circle Citizen's Association Et Al., V. District Of Columbia Zoning Commission*, 343 A.2d 296; such as a legally enforceable

instrument detailing the qualifications for one for one replacement, *see NCI; see also Policy FSS 2.3.1*; such as a legally enforceable instrument detailing how the developer and the District Government will take steps to avoid hardship for currently displaced Barry Farm Tenants and Allies displaced from Barry Farm that are currently experiencing hardship, including loss of their social networks and disruption to their lives, *Id.*; *see also BFTAA v Zoning Commission 182 A.3d 1214, 1227* ; such as a legally enforceable instrument detailing the total number of public housing units that will be available in the new development, *see BF SAP Policy 2.3.1; see also NCI*; such as a legally enforceable instrument detailing the total number of 1, 2,3,4, and 5 bedroom public housing units that will be available in the new development, *Id.*, such as a legally enforceable instrument detailing the affordability mix in the new development distributed by unit size, *Id.*; such as a legally enforceable instrument giving BFTAA a defined stakeholders interest in the direction and plans for redevelopment, *Dupont Circle Citizen's Association Et Al., V. District Of Columbia Zoning Commission*, 343 A.2d 296.

i. One For One Replacement, BF SAP and Policy 2.3.1

Neither the city nor the developer should be able to take advantage of the instability caused by uprooting an entire community by disqualifying those they destabilized from returning to the redevelopment based on economic hardship government and current and former developers have contributed to by not abiding by statutory and regulatory mandates to avoid dislocation and hardship. *FSS Policy 2.3.1*. Nor should BFTAA members that are former Barry Farm residents be kept from returning through procedural postures that are unable to adjudicate the facts which harm individuals. *compare Dupont Circle Citizen's Association Et Al., V. District Of Columbia Zoning Commission*, 343 A.2d 296. Nor should BFTAA members be foreclosed from ascertaining a legally enforceable instrument capable of reassuring them of

their ultimate return to the redevelopment through procedural postures that shroud unit sizes and affordability mixes in unenforceable oral testimony concerning future promises about development. *compare Id.*

1. To fulfill the mandates of one for one replacement set out by NCI and the BF SAP BFTAA seeks for every person who lived at Barry Farm during the applicable time period to return whether or not they were lease compliant and to have all of their back rent cleared to ensure return after the new redevelopment.
2. BFTAA residents seek for every person who was misled into believing that they could return to Barry Farm after choosing to live in Matthews Memorial to be able to return to Barry Farm, allowing for a total of 440 public housing units should every resident seek to return.
3. BFTAA residents seek a break-down of the unit sizes and the affordability mix, including a breakdown of the unit sizes that will be public housing.
4. BFTAA seeks permanent affordability to be placed on the site, such as with public housing units, rather than affordability that sunsets after 40 years.
5. BFTAA seeks demands 1 through 4 of this sub-section in a legally enforceable instrument, outside of legislation that can be unilaterally changed by the government, such as through a contract with the developer or via an order from the Zoning Commission.

ii. Avoidance of Hardship, BF SAP and Policy 2.31.

Former Barry Farm residents face a plethora of hardships. They have been relocated across the city and have lost their social support networks. To maintain contact with old neighbors and friends, and to maintain contact with businesses, services, and schools they are

loyal to BFTAA members that are former residents have incurred predictable transportation costs. There are a host of hardships BFTAA residents have incurred that impact them financially, including but not limited to storage costs that must be approved and reapproved, transportation, and the hosting of gatherings.

1. BFTAA seeks for former Barry Farm residents to be surveyed on the financial and emotional hardships they are experiencing.
2. BFTAA seeks for the developer, DCHA, or the District government to provide a stipend to displaced Barry Farm residents based on the survey results.
3. In order to facilitate better communication between residents and ease the loss of social support networks BFTAA residents seek a master list of every resident displaced by this development project.
4. In order to facilitate better communication between residents and ease the loss of social support networks BFTAA residents seek funding to fund their own gatherings in the manner they wish to gather.
5. BFTAA residents left a site that was theirs where everyone was treated equally so BFTAA residents seek to avoid the hardship of returning to a site where there are tiered privileges to accessing common space, amenities, parking, public areas, or outdoor areas that consider in any way one's status as a public housing resident, affordable unit resident, or market rate resident.
6. BFTAA residents left a site where they enjoyed ample outdoor space and even had private yards, BFTAA residents seek to avoid the hardship

of having to return to a redevelopment where their outdoor area has been significantly diminished.

7. BFTAA seeks demands 1 through 6 of this sub-section in a legally enforceable instrument, outside of a legislative act that can be unilaterally changed by government, such as through a contract with the developer or via an order from the Zoning Commission.

IV. Conclusion

Barry Farm residents are currently experiencing hardship and have expectations for returning to the site set by the Comprehensive Plan, active policy documents such as the BF SAP and the NCI, and court order. It is imperative that the Zoning Commission set this matter down in a manner where BFTAA and former resident concerns may be addressed through a contested case evidentiary hearing. Procedurally, this matter should be set down under the remand procedures whereby the mandates of the court order may be followed. In the alternative, and at bare minimum, this matter should be setdown as a contested case text amendment PUD. There is no text amendment, contested case or non-contested case, that could possibly be consistent with the Comprehensive Plan given the unique provisions applicable to a discrete grouping of residents (Barry Farm residents) laid out in the Comprehensive Plan and other active policy documents still applicable to the site. Thus, setting this matter down as a non-contested text amendment rulemaking is inconsistent with the Comprehensive Plan, is violative of the Zoning Procedures, is unconstitutional, and is a continuation of racist policies and government promulgated lies, that have for far too long oppressed black residents in the city, therefore the Office of Planning's application must, and should, be denied.

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