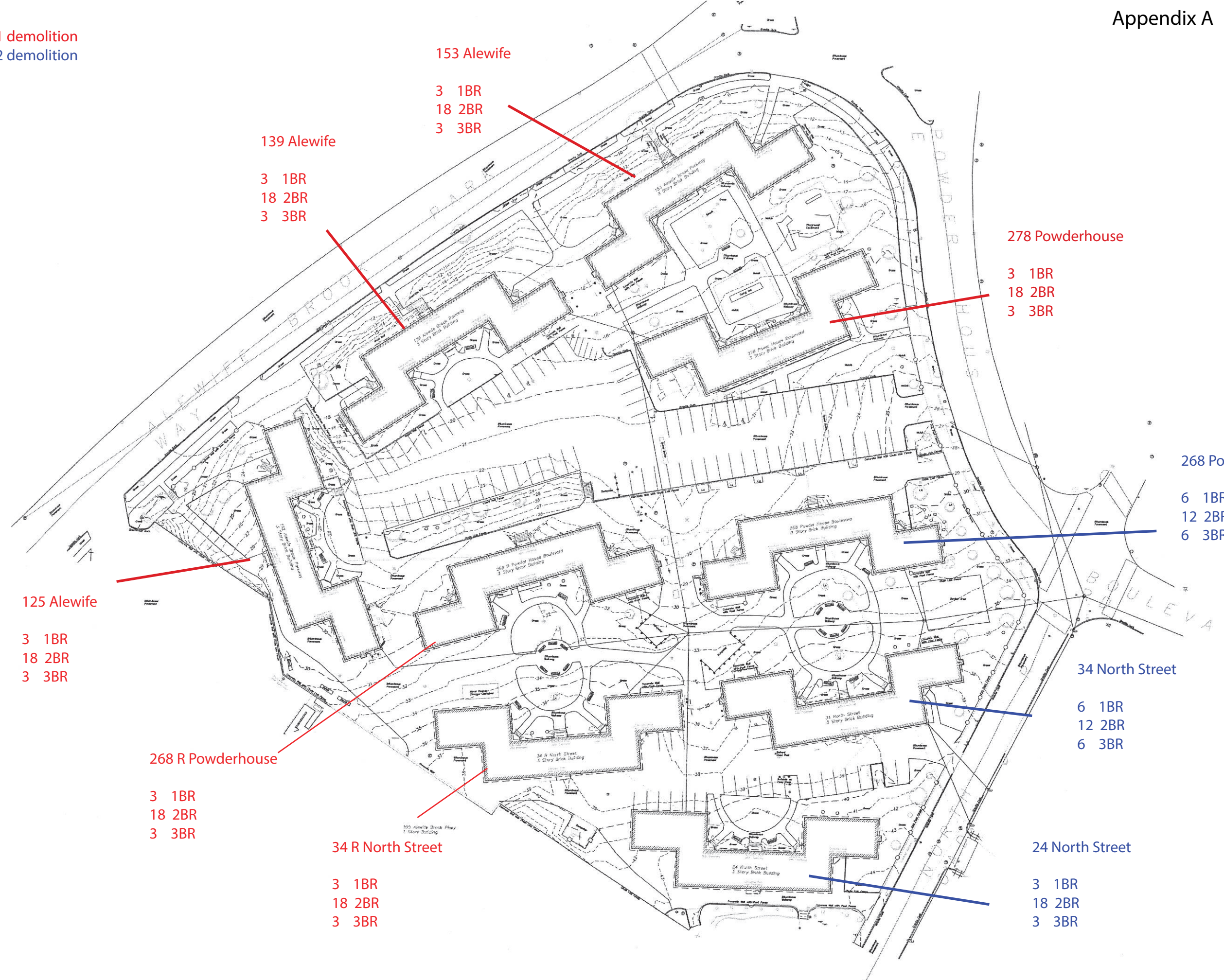


Phase 1 demolition
Phase 2 demolition



153 Alewife

3 1BR
18 2BR
3 3BR

139 Alewife

3 1BR
18 2BR
3 3BR

278 Powderhouse

3 1BR
18 2BR
3 3BR

268 Powderhouse

6 1BR
12 2BR
6 3BR

125 Alewife

3 1BR
18 2BR
3 3BR

34 North Street

6 1BR
12 2BR
6 3BR

268 R Powderhouse

3 1BR
18 2BR
3 3BR

34 R North Street

3 1BR
18 2BR
3 3BR

24 North Street

3 1BR
18 2BR
3 3BR



CLARENDON HILL
SOMERVILLE, MASSACHUSETTS

REDGATE
&
PRESERVATION OF
AFFORDABLE HOUSING, INC

ARCHITECT



101 SUMMER ST BOSTON MA 02110

CONSULTANT

STAMP

KEY PLAN

MARK	DATE	DESCRIPTION
	10/07/2019	40B SUBMISSION

PROJECT NUMBER: 216028.1
DRAWN BY: Author
CHECKED BY: Checker

SHEET TITLE

SITE PLAN

G-004

Appendix C: Phase 1 Redevelopment Timeline as of November 21, 2019

Event	Date
Zoning filing	October 9 th , 2019
City Council Hearings	November/December 2019
Zoning hearings	December 2019
Zoning approval	January 2020
Relocation begins	March 2020
Closing & Construction Start for First Phase	Late summer 2020
Occupancy for First Phase	Early 2022

[Intro & Recap](#)[Closing the Gap](#)[Proposed Program](#)[Modular](#)[Next Steps](#)

Appendix D

UNIT MIX BY PHASE

Both Phases: 591 Units

Clarendon Hill - Phase I - Buildings A&B, E

499 Units

	Units
Market Rate	295
Public Housing	145
Moderate	43
Low Income	16

RESIDENTIAL	Unit Attributes					
	Unit Description	# of Units	# Bed	# Bath	Unit Type	Sq. Ft.
	Studio	29	0	1	Market Rate	550
	1 BR	173	1	1	Market Rate	686
	2 BR	70	2	2	Market Rate	990
	3 BR	23	3	2	Market Rate	1,250
	1 BR	25	1	1	Public Housing	686
	2 BR	115	2	1	Public Housing	925
	3 BR	5	3	2	Public Housing	1,200
	Studio	2	0	1	Low Income	550
	1 BR	10	1	1	Low Income	686
	2 BR	4	2	1	Low Income	990
	Studio	1	1	1	Moderate	550
	1 BR	27	1	1	Moderate	686
	2 BR	14	2	1	Moderate	925
	3 BR	1	3	2	Moderate	1,200
TOTALS		499	729	598	-	407,345

UNIT MIX BY PHASE

Clarendon Hill - Phase 2 - Buildings D, Townhouses

92 Units

	Units
Market Rate	0
Public Housing	71
Moderate	21

RESIDENTIAL	Unit Attributes					
	Unit Description	# of Units	# Bed	# Bath	Rental Subsidy	Sq. Ft.
	1 BR	8	1	1	Public Housing	686
	2 BR	35	2	1	Public Housing	925
	3 BR	28	3	2	Public Housing	1,200
	1 BR	10	1	1	Moderate	686
	2 BR	5	2	1	Moderate	925
	3 BR	6	3	2	Moderate	1,200
TOTALS		92	200	126	-	90,148

Appendix E: Permanent Housing Guarantee

Clarendon Hill Permanent Housing Guarantee Agreement

The Somerville Housing Authority guarantees to _____ who resided at _____ Apartment _____, Somerville, MA 02144 on _____, 2019, the right to permanent housing at the Redeveloped Clarendon Hill upon its completion, so long as the resident has not been physically removed by order of the court after an eviction from either Clarendon Hill or from the replacement housing unit during the relocation period and said eviction and physical removal were due to causes related to serious or repeated violations of a material term of the current state required public housing lease. This guarantee is subject to the terms and conditions of the Agreement between the Somerville Housing Authority and the Clarendon Residents United dated _____ 2019.

Executed in duplicate on the date listed below:

TENANT

Date

Signature

SOMERVILLE HOUSING AUTHORITY

Date

Joseph Macaluso, Executive Director

CLARENDON HILL

ACUERDO DE GARANTIA PARA VIVIENDA PERMANENTE

La Autoridad de Vivienda de Somerville le garantiza a _____
quien residia en _____ Apartamento
_____ Somerville, MA 02144 en _____, 2019, el derecho a
vivienda permanente una vez sea remodelado Clarendon Hill, siempre y cuando el residente
no haya sido físicamente removido por una orden de la Corte después de un desalojo bien sea
de Clarendon Hill o de una unidad de vivienda de reemplazo durante el periodo de
reubicación y dicho desalojo y remoción física no haya sido por causas serias relacionadas a
violaciones repetidas de un termino material del actual contrato requerido de vivienda
pública.

Esta garantía esta sujeta al termino y las condiciones del Acuerdo entre la Autoridad de
Vivienda de Somerville y la Union de Residentes de Clarendon con fecha
_____ 2019.

Ejecutado en duplicado en la fecha abajo mencionada:

INQUILINO

FECHA

Firma

SOMERVILLE HOUSING AUTHORITY

FECHA

Joseph Macaluso, Director Ejecutivo

Appendix F: GIN

(Insert agency and HOU logos)

Dear Resident of Clarendon Hill,

Enclosed with this letter is a General Information Notice explaining that due to plans to redevelop your current unit and building, you will need to relocate in the future when all of the funding has been secured on plans to redevelop Clarendon Hill. This letter is the first step in the formal process regulated by the Clarendon Hill Relocation Plan & Agreement that was previously negotiated between the residents of Clarendon Hill through the leadership of Clarendon Resident United and the Somerville Housing Authority (SHA), the Preservation of Affordable Housing (POAH), Somerville Community Corporation (SCC), and Gate Residential (Gate). A copy of that Plan and Agreement is available upon request in the management office.

Housing Opportunity Unlimited (HOU) has been contracted by the development team to provide relocation services and counseling to you throughout this process. HOU is an experienced relocation services provider that will work closely with you to identify comparable replacement housing for your household and make sure you understand all of your relocation rights and benefits.

This is not a notice to relocate. There is nothing for you to do at this time. In the next few months you will receive more information and invitations to meetings regarding the upcoming relocation. Once relocation is set to begin, you will receive another notice in writing confirming that you are entitled to relocation benefits and when your relocation will be taking place.

The rules around leasing continue to remain the same and you must comply with the same regulations and continue to pay your rent.

As mentioned, you do not need to relocate or do anything at this time. Somerville Housing Authority, POAH, SCC, Gate, and HOU will be in touch with more information.

Please be advised that this notice requires your signature for receipt confirmation. As you receive this please contact Lanita McCormick, Project Director at (617)-834-0719 if you have any additional questions or concerns.

Sincerely,

Relocation Coordinator
Housing Opportunities Unlimited

GENERAL INFORMATION NOTICE (GIN)

Clarendon Hill

This is an important document. If you require interpretation, please call the telephone number below or come to our offices.

Este es un documento importante. Si requiere de interpretación, por favor llame al número telefónico que aparece a continuación o acuda a nuestras oficinas.

這是一份非常重要的文件。如果您需要翻譯服務，請撥下面的電話或前往我們的辦公室

Isto é um documento importante. Se exige interpretação, por favor chama o número de telefone embaixo ou vem a nossos escritórios.

Это важный документ. Если Вам требуется перевод, пожалуйста позвоните нам (телефонный номер ниже). Или придите в наш офис.

Đây là một tài liệu quan trọng. Nếu quý vị cần phiên dịch, vui lòng hãy gọi cho số điện thoại bên dưới hoặc đến các văn phòng của chúng tôi.

នេះ គឺជាឯកសារសំខាន់មួយ។ ក្នុងករណីលោកអ្នក ចាំបាច់ត្រូវបានបកប្រែ

សូមទូរស័ព្ទលេខខាងក្រោមនេះមកកាន់ ឬ អញ្ជើញមកទាក់ទងដោយផ្ទាល់នៅការិយាល័យយើងផ្ទុំ។

Sa a se yon dokiman enpòtan. Si ou bezwen entèpretasyon, tanpri rele nimewo telefòn ki anba la a oswa vini nan biwo nou.

Tani waa dhokomenti muhiim ah. Haddii aad rabto tarjumad, fadlan wac lambarka hoos ku qoran ama imow xafiisyadayada.

هذه وثيقة مهمة، وإذا كنت في حاجة إلى ترجمة فورية، يرجى الاتصال على رقم الهاتف المذكور أدناه أو أن تتفضل بالمجيء إلى مكتبنا. این یک سند بسیار مهم است. اگر به ترجمه آن نیاز دارید، لطفاً با شماره تلفن زیر تماس بگیرید یا به دفتر ما مراجعه کنید.

Date: _____

Dear _____,

The Somerville Housing Authority plans to redevelop the property you currently occupy at Clarendon Hill in Somerville, MA. This notice is to inform you of your rights under Federal and State law. If the project is funded and you are relocated, you will be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) as well as Massachusetts General Laws Chapter 79A and 760 CMR 27.

However, do not move now. This is **not** a notice to vacate your premises. You should continue to pay rent to your property manager because failure to pay rent and meet your other obligations as a tenant may be cause for eviction and loss of relocation assistance.

You are urged not to move or sign any agreement to purchase or lease a new unit before receiving formal notice of your eligibility for relocation assistance. If you move or are evicted before receiving such notice, you may not receive any assistance.

You will be notified in writing if you are going to be relocated. If you are relocated, 1) you will be eligible for relocation assistance, 2) you will be given advisory services, including referrals to replacement housing, and 3) you will receive at least 120 days advance written notice of the date you will be required to move. You will also receive a payment for moving expenses and may be eligible for financial assistance to help you rent a replacement house. This assistance is more fully explained in the

enclosed brochure, "Relocation Assistance to Tenants Displaced from Their Homes." Specific details beyond this general notice are still to be determined in future conversations with Clarendon Residents United (CRU). When relocation starts, you will be provided with all of the assistance required by the URA, MGL Chapter 79A & 760 CMR 27, and as was previously negotiated and set forth in the Clarendon Hill Relocation Plan and Agreement. **Every resident has the right to return to the redeveloped Clarendon Hill as per the terms of the Permanent Housing Guarantee Agreement (a copy of which is enclosed).**

In addition, please note the following: 1) additions to family composition are limited to marriage, adoption, changes of custody, or birth and are subject to the current SHA process during this transition; and 2) emergency transfers that occur prior to issuance of the formal Notice of Eligibility for Relocation Assistance will not be treated as relocation moves per the current transfer policy. If you have any questions, please contact Lanita McCormick, Relocation Coordinator at Housing Opportunities Unlimited (HOU) at (617)-834-0719 or lmccormick@housingopportunities.com.

Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance. This letter is important and should be retained.

Sincerely,

Joseph Macaluso
Executive Director
Somerville Housing Authority

Appendix F: Notice of Eligibility

NOTICE OF ELIGIBILITY FOR RELOCATION ASSISTANCE RESIDENTIAL TENANT CLARENDON HILL

This is an important document. If you require interpretation, please call the telephone number below or come to our offices.

Este es un documento importante. Si requiere de interpretación, por favor llame al número telefónico que aparece a continuación o acuda a nuestras oficinas.

這是一份非常重要的文件。如果您需要翻譯服務，請撥下面的電話或前往我們的辦公室

Isto é um documento importante. Se exige interpretação, por favor chama o número de telefone embaixo ou vem a nossos escritórios.

Это важный документ. Если Вам требуется перевод, пожалуйста позвоните нам (телефонный номер ниже). Или придите в наш офис.

Đây là một tài liệu quan trọng. Nếu quý vị cần phiên dịch, vui lòng hãy gọi cho số điện thoại bên dưới hoặc đến các văn phòng của chúng tôi.

នេះ គឺជាឯកសារសំខាន់មួយ។ ក្នុងករណីលោកអ្នក ចាំបាច់ត្រូវបានការបកប្រែ

សូមមេត្តាអានឯកសារនេះមកកាន់ ឬ អញ្ជើញមកទាក់ទងដោយផ្ទាល់នៅការិយាល័យយើងខ្ញុំ។

Sa a se yon dokiman enpòtan. Si ou bezwen entèpretasyon, tanpri rele nimewo telefòn ki anba la a oswa vini nan biwo nou.

Tani waa dhokomentii muhiim ah. Haddii aad rabto tarjumad, fadlan wac lambarka hoos ku qoran ama imow xafiisyadayada.

هذه وثيقة مهمة، وإذا كنت في حاجة إلى ترجمة فورية، يرجى الاتصال على رقم الهاتف المذكور أدناه أو أن تتفضل بالمجيء إلى مكتبنا. این یک سند بسیار مهم است. اگر به ترجمه آن نیاز دارید، لطفاً با شماره تلفن زیر تماس بگیرید یا به دفتر ما مراجعه کنید.

Telephone No.: _____

Date: _____

Dear Resident:

This is a notice of eligibility for relocation assistance. As discussed in the General Information Notice issued on _____, the Somerville Housing Authority intends to redevelop Clarendon Hill. To carry out the redevelopment project, it will be necessary for you to relocate. **However, you do not need to move now.** You will not be required to move without at least 120 days advance written notice of the date by which you must vacate. When you do move, you will be entitled to relocation payments and other assistance in accordance with Massachusetts General Laws Chapter 79A and 760 CMR 27 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). The effective date of this notice is _____. You are now eligible for relocation assistance, including:

Counseling and Other Advisory Services.

Payment for Moving Expenses. You may choose from 2 moving options:

- 1) Housing Opportunities Unlimited (HOU) Move - Use the services of a professional moving company, receive packing materials, utility reconnection fee reimbursement and a dislocation allowance in the amount of \$100.00;

- 2) Self Move Reimbursement – Undertake the move on your own and be reimbursed for all documented reasonable out of pocket expenses, up to the amount allowed under the Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA).

Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors, including the cost of a “comparable replacement home,” the monthly rent and average utility services for your present home, and current income calculation based on the state public housing formula.

You have already received a copy of the booklet “Relocation Assistance to Persons Displaced from Their Homes.” Please read the brochure carefully. It explains your rights and some things you must do to obtain a payment. For example, to obtain a replacement housing payment, you must move to a decent, safe and sanitary home within one year after you vacate your present home. Therefore, do not commit yourself to rent or buy a unit until we inspect it.

I want to make it clear that you are eligible for assistance to help you relocate. In addition to relocation payments and housing referrals, counseling and other services are available to you. A representative from the relocation office will be in contact with you to determine your needs and preferences. They will explain your rights and help you obtain the relocation payments and other assistance for which you are eligible. If you have any questions, please contact _____, Relocation Coordinator, at _____ or stop by the office located at _____.

Remember: do not move before we have a chance to discuss your eligibility for assistance. This letter is important and should be retained.

We encourage you to read the Clarendon Hill Plan & Agreement for more details about your move.

Sincerely,

Joseph Macaluso
Executive Director

Appendix F: Notice of Nondisplacement

NOTICE OF NONDISPLACEMENT TO RESIDENTIAL TENANT

Letterhead

Dear _____:

On _____, the Somerville Housing Authority notified you of proposed plans to rehabilitate the property you currently occupy at _____(address) for a project receiving funding assistance from the U.S. Department of Housing and Urban Development (HUD) and/or the Department of Housing and Community Development. (DHCD)

- **This is a notice of nondisplacement.** You will not be required to move permanently as a result of the rehabilitation.

This notice guarantees that you will be able to lease and occupy a suitable, decent, safe and sanitary apartment at the redeveloped Clarendon Hill under reasonable terms and conditions.

In addition, please note the following: 1. additions to family composition are limited to marriage, adoption, changes in custody, or birth and are subject to the current SHA policies and procedures during this transition and 2. emergency transfers that occur prior to issuance of any formal *Notice of Eligibility for Relocation Assistance* will not be treated as relocation moves per the current transfer policy.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance). We will make every effort to accommodate your needs. Because federal funding is involved in this project, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Additionally, state funding allows for oversight by DHCD. Of course, you must continue to comply with the terms and conditions of your lease.

If you have any questions, please contact _____(name) at Housing Opportunities Unlimited at _____(phone), _____(address). This letter is important and should be retained.

Sincerely,

Name and title

Appendix F: 120 Day Notice to Vacate

120-DAY NOTICE TO VACATE

This is an important document. If you require interpretation, please call the telephone number below or come to our offices.

Este es un documento importante. Si necesita interpretación, por favor llame al número de teléfono que aparece abajo o visite nuestras oficinas.

這是一份非常重要的文件。如果您需要翻譯服務，請撥下面的電話或前往我們的辦公室

Isto é um documento importante. Se exige interpretação, por favor chama o número de telefone embaixo ou vem a nossos escritórios.

Это важный документ. Если Вам требуется перевод, пожалуйста позвоните нам (телефонный номер ниже). Или придите в наш офис.

Đây là một tài liệu quan trọng. Nếu quý vị cần phiên dịch, vui lòng hãy gọi cho số điện thoại bên dưới hoặc đến các văn phòng của chúng tôi.

នេះ គឺជាឯកសារសំខាន់មួយ។ ក្នុងករណីលោកអ្នក ចាំបាច់ត្រូវចង់បានការបកប្រែ

សូមទូរស័ព្ទលេខខាងក្រោមនេះមកកាន់ ឬ

អញ្ជើញមកទាក់ទងដោយផ្ទាល់នៅការិយាល័យយើងផ្តុំ។

Sa a se yon dokiman enpòtan. Si ou bezwen entèpretasyon, tanpri rele nimewo telefòn ki anba la a oswa vini nan biwo nou.

Tani waa dhokomentii muhiim ah. Haddii aad rabto tarjumad, fadlan wac lambarka hoos ku qoran ama imow xafiisyadayada.

هذه وثيقة مهمة، وإذا كنت في حاجة إلى ترجمة فورية، يرجى الاتصال على رقم الهاتف المذكور أدناه أو أن تتفضل بالمجيء إلى مكتبنا.

این یک سند بسیار مهم است. اگر به ترجمه آن نیاز دارید، لطفاً با شماره تلفن زیر تماس بگیرید یا به دفتر ما مراجعه کنید.

Telephone No.: (617) 268-0423

Date: _____

Dear _____.

On _____ you were issued a Notice of Eligibility for Relocation Assistance from the Somerville Housing Authority (SHA). In that notice we told you that you must be relocated in order for SHA to redevelop Clarendon Hill but that you would not be required to vacate your unit without at least 120 days advance written notice of the date by which you must vacate.

This Notice serves as your 120-day Notice to Vacate the Property. The effective date of this notice is _____. Hence, _____ is the earliest, which you must move.

Our records indicate that on _____ you met the Housing Opportunities Unlimited (HOU) Relocation Staff to discuss your relocation needs and options. You also received information about the relocation benefits you are entitled to under 760 C.M.R. 27 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and M.G.L. Chapter 79A and implementing regulations at 760 CMR 27.00.

You are being provided all of the assistance 760 C.M.R. 27 and the URA require for a permanent move. However, the SHA believes that every resident displaced from the site should have the right to re-occupy this project once it is complete. For this reason, after project completion, every resident who receives assistance as a “displaced person “ will be contacted and offered an opportunity for re-occupancy in the newly-revitalized community.

You are eligible for relocation assistance, including:

- Relocation Advisory Services. Including counseling and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. You may choose either (1) to use the moving company contracted by SHA/HOU and receive the \$100 dislocation allowance and utility reconnection fee reimbursement or (2) reimbursement for your actual reasonable moving and related expenses.
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent a replacement home. The payment is based on several factors, including your current housing costs, the cost of a comparable replacement dwelling and your household income. Your relocation counselor will provide you with a detailed explanation on how your replacement housing payment was calculated.

Listed below is a comparable replacement dwelling that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect this unit and other replacement dwellings. Bear in mind, that although you cannot be required to move sooner than 120 days from the date of this notice, if you choose to accept the comparable unit offered in this notice, you will need to move within 30 days of your acceptance.

Address	Rent	&	Utility Costs	Contact Info
---------	------	---	---------------	--------------

Please contact us immediately if you believe this dwelling is not comparable to your current home. We can explain our basis for selecting this dwelling as most representative of your current home and discuss your concerns.

You will pay rent of no more than 32% of your income (as determined under the state public housing regulations) for the next 48 months or until you are offered a new apartment at the Re-Developed Clarendon Hill, whichever comes later.

Should you choose to buy (rather than rent) a decent, safe and sanitary replacement home, you would be eligible for down payment assistance of up to \$7,200. Let us know if you would prefer to buy a replacement home, and we will help you find such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made. **Replacement housing payments cannot be provided for a dwelling that is not decent, safe and sanitary.** Therefore, do not commit yourself to rent or buy a replacement dwelling until we inspect it.

If you have any questions about this letter and your eligibility for relocation assistance and payments, please contact _____, Relocation Coordinator at Housing Opportunities Unlimited at _____ (address), _____(phone number). H/She will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled.

In order to help you fully participate in the relocation process, reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency. Please let our representative know if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

Remember, do not move or commit to the purchase or lease of a replacement dwelling before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Joseph Macaluso, Executive Director

Appendix F: 30 Day Notice

30-DAY NOTICE

Date: _____

On _____ you were issued a 120-day notice by Housing Opportunities Unlimited (HOU). In that notice the Somerville Housing Authority informed you it would be necessary for you to relocate out of your existing housing into new housing no sooner than the date identified in the notice and that you would receive your unit assignment for a new unit at least 30 days in advance of the date by which you must vacate.

This is your 30-day notice to vacate the unit you currently occupy. _____ is the earliest date by which you must move.

This is to inform you that your new unit address is _____ HOU will contact you to make the necessary moving arrangements, including the assistance of a moving company.

You received information about the relocation benefits available to you under the Uniform Relocation Act and Real Property Acquisition Policies Act of 1970, as amended (URA). You are also covered under Massachusetts State law as overseen by the Department of Housing and Community Development. This assistance was also outlined in the Notice of Eligibility for Relocation Assistance and 120-Day Notice you received previously. You may also refer to the Clarendon Hill Relocation Plan. Copies can be found at _____.

If you have any questions, please contact _____, Relocation Coordinator at HOU. The HOU office is located at _____.

This letter is important to you and should be retained.

Sincerely,

Name & Title

**APPENDIX G: AFFORDABLE
FAMILY AND ELDERLY HOUSING
LOCAL TO CLARENDON HILL**

NOTICE TO ALL RESIDENTS: THIS IS A LIST OF AFFORDABLE HOUSING IN THE SOMERVILLE AREA, SOME OF WHICH MAY BE AVAILABLE TO TEMPORARILY CLARENDON RESIDENTS DURING THEIR RELOCATION PERIOD.

Name	owner/manager	Address	Units Total	Unit Mix	Location
BF Faulkner Tower		25 Highland Ave	129	109 - 1 bed: 20 2-bed	Somerville
Cobble Hill	CMJ Management	84 Washington St	223	190 1-be: 33 2-bed 8 studio: 12 1-bed:	Somerville
Kent Street Apartments	The Community Builders	32 Kent Street	40	16 2-bed: 4 3-bed	Somerville
Mt Pleasant Apartments	Peabody Properties	70 Perkins Street	65	42 1-bed: 23 2-bed	Somerville
Mt. Vernon I	High Street Property Mngt	54 Mt. Auburn	8	8 1-bed	Somerville
Mt. Vernon III	High Street Property Mngt	80 Mt. Auburn	7	7 1-bed	Somerville
Pearl Street 219-221	John Giacalone	219-221 Pearl	6	1 2-bed: 5 3-bed	Somerville
Pearl Street Park Somerville	EP Management SHA	240 Pearl 75 Myrtle Street	85 134	85 1-bed 134 1-bed	Somerville Somerville
Visiting Nurse Assisting Living VNA		259 Lowell Street 405 Alewife Brook Pkv	97 99	97 1-bed 99 1-bed	Somerville Somerville
Walnut Street 110	SCC	110 Walnut Street	12	6 1-bed: 6 2-bed	Somerville
Walnut Street Center	SCC	27 Bonair	30	30 studio	Somerville
33 Bow Street	SCC	33 Bow Street	18	2,3 & 4 bed	Somerville
109 Gillman Street	SCC	109 Gillman Street	6	3-bed	Somerville
75 Cross Street	SCC	75 Cross Street	8	formerly homeless	Somerville
Linden Street Apts	SCC	Linden Street	42	1, 2 & 3 bed	Somerville
St Polycorp Village	SCC		84		Somerville
Sewall Place	SCC		14	SRO's	Somerville
Temple Street Condo	SCC	65 Temple Street		ownership	Somerville
181 Washington Street	SCC	181 Washington	35		Somerville
Center House	CASCAP	167 Highland			Somerville
Cascap, Inc		231 Somerville Ave			Somerville
JF Kennedy Apts	CHA	55 Essex Street	69		Cambridge
Leonard Russell Apts	CHA	2050 Mass. Ave.	71		Cambridge
Russell Towers	CHA	56 Willow Street	142		Cambridge
Corcoran Park	CHA	11 Corcoran Lane	156		Cambridge
Newton Court	CHA	131 Washington St.	294		Cambridge

Frank J. Manning	CHA	237 Franklin Street	202		Cambridge
Washington Elms	CHA	100 Harvard Street	271		Cambridge
Jefferson Park	CHA	81 Clifton Street	218		Cambridge
Lyndon B. Johnson	CHA	150 Erie Street	181		Cambridge
Millers River Apts	CHA	15 Lambert Street	371		Cambridge
Woodrow Wilson Court	CHA	9 Woodrow Wilson Ct	82		Cambridge
Norfolk Street	CHA	116 Norfolk Street	57		Cambridge
Daniel Burns Apt.	CHA	50 Churchill Ave	211		Cambridge
Jackson Gardens	CHA	259 Harvard Street	45		Cambridge
Lincoln Way	CHA	1 Lincoln Way	37		Cambridge
Lincoln Way Extension	CHA	1 Lincoln Way	33		Cambridge
Putnam Gardens	CHA	65 Magee Street	156		Cambridge
Cambridgeport Commons Condo	CHA	20 Chestnut Street	28		Cambridge
Family Condominiums	CHA	2353 Mass Ave	12		Cambridge
Just A Start Corporation	Maloney Properties	1035 Cambridge Street			Cambridge
St. Patricks Apartments	Just A Start Corp.	26-50 York	32	fire/not available	Cambridge
Squirrel Brand Apartments	Just A Start Corp.	12 & 17 Broadway	20		Cambridge
				39 of these units may be available by the Spring	
Rindge Towers	Just A Start Corp.	402 Rindge Avenue 40-415 Cardinal	273		Cambridge
Cardinal Medeiros Apts	Just A Start Corp.	Medeiros Way	6	3 1-bed; 3 2-bed	Cambridge
54 Berkshire Street	Just A Start Corp.	54-56 Berkshire St	6		Cambridge
Webster Avenue Apartments	Just A Start Corp.	75-83 Webster Ave	5		Cambridge
Putnam Place	Just A Start Corp.	260-264 Putnam Ave	12		Cambridge
72 Elm Street Apartments	Just A Start Corp.	72 Elm Street	6		Cambridge
Churchill Court	Just A Start Corp.	2505-2529 Mass Ave	12		Cambridge
George Close Buildings	Just A Start Corp.	243 Broadway	61		Cambridge
Otis Apartments	Just A Start Corp.	206-210 Otis Street	8		Cambridge
Norfolk Street Apartments	Just A Start Corp.	55-59 Norfolk Street	8		Cambridge
		106 Tremont and 1175/1179			
Trembridge Apartments	Just A Start Corp.	Cambridge St	8		Cambridge

		200-210 Columbia St, 40 Market St. and			
Linwood Place	Just A Start Corp.	261 Broadway	45		Cambridge
929 House	Equity Residential	929 Massachusetts Av	127		Cambridge
				154 (119 affordable?)	
Briston Arms	POAH	247 Garden Street			Cambridge
Cambridge Court Elderly	Alcourt Management	411 Franklin Street			
Church Corner	Equity Residential	10 Magazine St			Cambridge
Fresh Pond Apartmennts	Federal Management	360-364 Rindge	504/338		Cambridge
Kennedy Biscuit Lofts	Forest City Residential	91 Sidney Street	142/28		Cambridge
Walden Square Apartments	Winn Management	21 Walden Street	240		Cambridge
Menotomy Manor	Arlington Housing Authority		162	2&3 family units	Arlington
Winslow Towers	Arlington Housing Authority	4 Winslow Street	132	1-bed elderly	Arlington
Chestnut Manor	Arlington Housing Authority	54 Medford Street	100	1-bed elderly	Arlington
Cusack Terrace	Arlington Housing Authority	8 Summer Street	67	1-bed elderly	Arlington
Drake Village	Arlington Housing Authority	37 Drake Street	144	1-bed elderly	Arlington
				elderly/disabled:180 1-	
Saltonstall Building	Medford Housing Authority	121 Riverside Ave	200	bed: 20 2-bed	Medford
La Pris Village	Medford Housing Authority	multiple sites	142	Family housing	Medford
Doherty Apartments	Medford Housing Authority	92-94 Fellsway	17	elderly/disabled 1-bed	Medford
Weldon Gardens	Medford Housing Authority	35 Bradlee Road	75	elderly/disabled 1-bed	Medford
Tempone Apartments	Medford Housing Authority	22 Alston Street	100	elderly/disabled 1-bed	Medford
Phillips Apartment	Medford Housing Authority	15 Canal Street	15	elderly/disabled 1-bed	Medford
Walking Court	Medford Housing Authority	1 Walking Court	144	elderly/disabled 1-bed	Medford
Willis Avenue	Medford Housing Authority	Bonner Ave	150	Family housing	Medford
Golden Age Circle	Everett Housing Authority		39	elderly/disabled 1-bed	Everett
North Everett/Whittier Dr.	Everett Housing Authority	Whittier Dr	120	elderly/disabled 1-bed	Everett
Glendale Towers	Everett Housing Authority	381 Ferry Street	120	elderly/disabled 1-bed	Everett
Russell St. Neighborhoods	Everett Housing Authority	Russell St.	268	167 2-bed; 101 3-bed	Everett
		Duncan/Winthrop			
Duncan/Winthrop	Everett Housing Authority	Rds	60	37 2-bed; 23 3-bed	Everett
		Cherry Street and			
Cherry St. Neighborhood	Everett Housing Authority	Woodlawn Street	64	41 2-bed; 23 3-bed	Everett

Appendix H to be updated and attached

**APPENDIX I: CLARENDON HILL
RESIDENT RELOCATION SURVEY**

**Clarendon Hill
Resident Relocation Needs Survey
Somerville, MA**

The purpose of the relocation survey is to gather updated information on your household's relocation needs and preferences. This is not a notice to move or an assignment of where you will be moving.

Head of Household Name: _____

Date of Birth: _____ Age: _____

Address: _____

Phone: (home) _____ (Cell) _____

Email address: _____

Best time to be reached: _____ May we call you at work? _____

Please list all other occupants living in the apartment on the SHA lease:

Name	Relationship	Gender	Date of Birth	Age	Citizenship Status

Current unit size: _____

Public Housing unit size eligible: _____ (siblings of same gender 10+ years apart eligible for separate bedrooms)

1) What is the primary language spoken in your household?

- | | |
|---|--|
| <input type="checkbox"/> English
<input type="checkbox"/> Spanish
<input type="checkbox"/> Vietnamese
<input type="checkbox"/> Portuguese
<input type="checkbox"/> Other (list) _____ | <input type="checkbox"/> Cantonese
<input type="checkbox"/> Mandarin
<input type="checkbox"/> Bengali
<input type="checkbox"/> Haitian Creole |
|---|--|

2) Do you or any of the members of your household NOT have legal U.S. residency papers (green card, visa, etc)? (HOU to retain copies of SAVE documents)

- Yes
- No

3) Please indicate your preference for relocation housing: (All options subject to availability)

- Remain in Somerville Only:** Somerville Housing Options
- On-site unit in original Clarendon Hill development (Limited Space)
- SHA Transfer - Other SHA family or Elderly/Disabled public housing
- Project Based Voucher development
- Other (market rate, homeownership, move in with family)

- Relocate out of Somerville** but remain in Massachusetts (list preferred communities)
 - 1. _____
 - 2. _____
 - 3. _____

- Relocate out of Massachusetts** (list preferred communities)
 - 1. _____
 - 2. _____
 - 3. _____

- Other

4) Are you or any household member/s disabled?

- Yes If so, please indicate disabled household member/s _____
- No

5) Do you require a unit with special features to accommodate the disability of any household member?
If so, what accommodation is needed?

- Wheelchair unit
- Special equipment for vision or hearing impairment(s)
- First floor or elevator building
- Grab bar
- Personal care attendant
- Additional bedroom
- Other (please explain) _____

6) Do you have an approved Reasonable Accommodation on file with the SHA?

- Yes If so, for what accommodation? _____
What was the date of the original request? _____
(HOU to obtain copy from tenant file)
- No (HOU to provide reasonable accommodation paperwork and assist resident with required documentation)

7) Does any family member rely on special medical services or doctors in the Clarendon Hill area that they will need to get to easily?

- Yes. If yes, please give location of office: _____
- No

8) Are you interested in returning after the redevelopment of Clarendon Hill?

- Yes
- No

9) Is anyone a smoker in your household? If you are a smoker, you may return to Clarendon Hill but you will need to comply with the no-smoking policy.

- Yes
- No

10) Clarendon Hill households will be offered two moving assistance options described below. Which type of moving assistance would you prefer?

- Option 1 Use the services of a professional moving company, including packing materials, utility reconnection fee reimbursement and a dislocation allowance in the amount of \$100.00;
- Option 2 Undertake the move on own and be reimbursed for all documented reasonable out of pocket expenses. Examples of reasonable expenses include packing and moving costs, up to 12 months of storage costs, utility reconnection fees, etc. (a capped lump sum payment)

11) Will you need assistance in packing your belongings?

- No
- Yes. If yes, please check why assistance is required.
 1. _____ I am elderly
 2. _____ I am disabled
 3. _____ Other: _____

12) Do you have a pet(s)?

- No
- Yes If so, what kind of pet(s)? _____

12A) Is your pet registered with the Clarendon Hill management office?

- Yes (*HOU to obtain a copy of the pet registration from the tenant file*)
- No Residents who register their pet with the Clarendon Hill management office prior to relocation will be permitted to have a pet. (*HOU to provide copy of the SHA Pet Policy and registration form.*)

13) Do you currently have any issues with pests in your unit?

- No
- Yes (please check which kind and how recent and/or often?)
 - Mice _____, Roaches _____, Bed Bugs _____

14) Where do the children in your household attend school (if applicable)?

Child's Name	Age	School	Current Grade	Zone	Walk	School Bus	Public Transit	Other

14A) Do any children in your household attend daycare, Head Start, or other early education program?

- No
- Yes. If yes, please list name of child and program

Child's Name	Age	Program	Comments

14B) Do any children in your household participate in after-school programming?

- No
- Yes. If yes, please list name of child and program

Child's Name	Age	Program	Comments

15) Do you or any member of your family travel regularly to supportive service program such as counseling, child care, job training, elder day care, etc.?

- No
- Yes. please list below.

Household member	Organization/ Employer Name	Address	Walking Distance	<1 mile	1-5 miles	5+ miles

16) What is your means of transportation (check all that apply)?

- Automobile
- Public Transportation (bus, train, etc.)
- Walk/Bicycle
- Other: _____

16A) How many vehicles are registered to your Clarendon Hill address? _____

Additional Comments (Use Back of Page if more room is needed):

Please keep HOU updated to any changes in your household status.

Interview date: _____ Time: _____

Interviewer's Name: _____

Resident Signature: _____

Translators Name: _____

Appendix J.

Relocation Budget

SUMMARY

	Relocation Services Cost	1,524,000
	Transportation	415,054
	Laundry	225,000
	Dislocation Allowance (HOU)	98,000
	Relocation Housing Cost for entire project	4,384,272
	Contingency	1,053,674
		7,700,000



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Kornegay, Undersecretary

April 13, 2017

Ronald Bonney, Jr, Chair
Somerville Housing Authority
30 Memorial Road
Somerville, MA 02145

**RE: Grant Award for Clarendon Hill 200-2
Partnership to Expand Housing Opportunities**

Dear Mr. Bonney:

I am very pleased to inform you that DHCD is awarding the SHA \$10,500,000 to help ensure the successful planned redevelopment of the Clarendon Hill Apartments, under the Partnership to Expand Housing Opportunities program (PEHO). As you know, on November 1, 2016 DHCD awarded the SHA a \$300,000 planning grant in response to your application for PEHO funding. This innovative program invites local housing authorities with state public housing units in strong rental market communities to partner with a private developer to pursue a mixed-income redevelopment of that housing. The goal of the program is to increase the overall stock of rental housing in the Commonwealth, while leveraging the resources generated by the new market-rate housing to help fund the repair or replacement of the public housing units.

Since that time you and your development partners, Gate Residential, Preservation of Affordable Housing (POAH) and the Somerville Community Corporation, have made progress in understanding the challenges and opportunities of your proposal to demolish Innes Apartments - the SHA's 216-unit family public housing development - and construct 531 new units on the same site: 216 replacement public housing units, 60 moderate income workforce units and 255 market-rent units. While there is still much work to be done, you have identified a clear path to success for this project that we have deemed feasible at this time based on reasonable assumptions.

Please note that this grant is subject to the following conditions:

1. Obtain binding commitments for all other funding sources necessary to complete the project;
2. DHCD is working to secure up to \$7,200,000 in additional funding for tenant relocation costs, but is unable to guarantee full funding of these costs at this time. Please note this risk as you proceed with your development plans;
3. No additional funding will be provided by DHCD beyond the sources outlined above;
4. Proceeds from the \$10,500,000 PEHO grant will not be released until the financial closing, and only for actual allowable costs incurred, which must be approved in writing by DHCD.
5. Ensure that the pro rata share of the gross square footage of the 216 new public housing replacement units will equal or exceed the gross square footage of the existing buildings slated for demolition;

6. Obtain DHCD approval of project plans and specifications;
7. Obtain DHCD approval of total project costs, including but not limited to developer's fee and overhead costs;
8. Obtain DHCD approval of this project as required by and subject to the conditions of 760 CMR 4.16;
9. Comply with all state and federal relocation requirements pursuant to a DHCD-approved relocation plan;
10. Obtain DHCD approval of the developer/ownership structure;
11. Obtain any approvals required from HUD, including but not limited to approvals of the proposed project-based vouchers, and the subsidy layering review, to complete the project as planned.
12. Hold per-unit total development costs to a limit determined reasonable by DHCD. It is a prime concern of DHCD that all affordable housing be built as cost-effectively as possible.
13. The SHA may assume that existing state public housing operating subsidies will continue to be available for the state public housing units at aggregate levels comparable to those currently provided to the SHA, with the understanding that those funds may serve fewer units due to the application of project-based Housing Choice Voucher subsidies to some of the replacement state public housing units.
14. DHCD will shortly provide the SHA with a draft Contract for Financial Assistance and draft Regulatory and Operating Agreement which will outline in greater detail the general expectations regarding the future operation of the Project.
15. Please note that this award is conditioned on the availability of funding.

Congratulations and thank you for your efforts to leverage funds to preserve public housing. We look forward to continuing to work with you to make this project a reality. If you have questions about this award please contact Paul McPartland, Asset Management Coordinator, at 617-573-1219.

Sincerely,



Chrystal Kornegay
Undersecretary

cc: Joseph Macaluso, Executive Director

**SOMERVILLE HOUSING AUTHORITY
STATE GRIEVANCE PROCEDURE
(Amended in accordance with Chapter 179 of the Acts of 1995)**

I. PURPOSE, SCOPE AND APPLICABILITY

A. Purpose - The purpose of this procedure is to ensure that Somerville Housing Authority (SHA) tenants in state subsidized units have a recognized method for informally resolving disputes with the SHA, and to afford tenants the opportunity for a fair hearing within a reasonable time if the dispute cannot be settled informally.

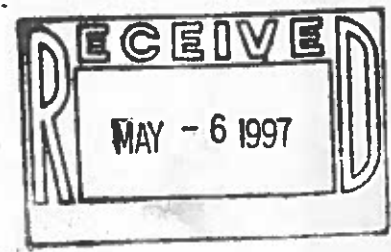
B. Grievant - Any tenant in state subsidized public housing who has signed an SHA lease may use this grievance procedure. Any person who is listed on the latest continued occupancy form as a member of the tenant household who remains on the premises after the tenant has vacated may also use this grievance procedure.

C. Scope and Applicability - This procedure applies to any dispute which a grievant may have with respect to SHA action or failure to act in accordance with the lease or any statute, regulation, policy or procedure that affects the tenant's rights, duties, welfare or status or to any complaint regarding an SHA employee.

II. THE HEARING PANEL

A. Nominations - The Hearing Panel Pool shall have at least fourteen (14) members. At least two (2) members of the Pool shall be tenants nominated by the Mystic Tenants Association, at least two (2) members of the Pool shall be tenants nominated by the Clarendon Hill Tenants Association, and at least four (4) members of the Pool shall be tenants nominated by the tenants associations in at least three (3) elderly/handicapped buildings. The SHA Executive Director shall nominate four (4) staff members.

SGP.SHA



The remaining two (2) members may not be officers, employees, agents, or tenants of the SHA and will be nominated jointly by the tenant and staff members of the Hearing Panel Pool.

B. Appointment and Term - Unless there is cause to reject a nomination, Hearing Panel Pool Members will be appointed by the SHA Board of Commissioners for a term of three (3) years, and may be reappointed to serve successive terms. Vacancies shall be filled by the same procedure used for designating original members. If a vacancy occurs in the middle of a member's term, the newly appointed member shall serve for the remainder of the unexpired term.

C. Composition - Each Hearing Panel will be composed of three (3) members: one (1) tenant, one (1) staff and one (1) independent. Where the grievant is a tenant in family housing, the tenant panel member shall be from a family development other than the one in which the grievant resides, unless no such member is available. Where the grievant resides in elderly/handicapped housing, the tenant panel member shall be from an elderly/handicapped building other than the one in which the grievant resides, unless no such member is available. The independent member shall be the "presiding officer" of the Hearing Panel. An SHA staff member shall be the Hearing Panel Clerk.

D. Disqualifications - Any person who is related to the grievant or who participated in the decision that is the subject of the grievance shall be disqualified from sitting on the Panel for that hearing. Any Panel Member who believes that she/he cannot be impartial in a particular matter may disqualify himself/herself from the Panel for that hearing.

E. Meeting Times - The Hearing Panel shall meet as often as necessary to ensure that all grievances are heard within twenty (20) working days from the time the grievant files the request for a hearing. Meetings shall be during regular business hours of the SHA at its Administration Building.

F. Expenses - The SHA shall pay for all supplies, space, and clerical staff required by the Hearing Panel. Tenant members shall receive a thirty (\$30.00) dollar stipend for every day that they sit on the Hearing Panel.

G. Training - The SHA shall provide the Hearing Panel Pool with training at its expense from time to time. Tenant members shall receive a stipend of thirty (\$30.00) dollars per day for each day of training.

III. INFORMAL SETTLEMENT

A. Eviction Cases - Before terminating the tenancy of a tenant, SHA management will invite the tenant to a private conference to discuss the alleged lease violations and, where appropriate, to attempt to resolve the matter informally. If an informal settlement is not reached, SHA will provide the tenant with a written notice after the conference which will inform the tenant of the decision and except in cases concerning nonpayment of rent and the other exceptions set out in Paragraph IVA below; will specify the procedure for requesting a grievance hearing.

B. All Other Grievances - A tenant who is aggrieved by any action or inaction of the SHA as described in Paragraph I C above, other than a proposed eviction, may present the grievance in writing at the Manager's Office or at the Administration Building. The tenant may use a Grievance form which shall be available at the SHA's Administration Building, from the Management Office, or from the local tenants' organization. All grievances must specify the particular facts that are the basis of the grievance and must specify the action that the tenant wants the SHA to take or refrain from taking. If the grievance is presented in response to any SHA action, the tenant must present the grievance within ten (10) working days after the tenant receives written notice of the SHA action. A tenant whose grievance is

related to the amount of rental shall, before instituting the grievance procedure, pay to the SHA all undisputed amounts of rent due.

Upon receipt of the grievance, Management may request the tenant to attend a meeting to attempt to resolve the grievance informally. All informal resolutions shall be in writing and signed by Management and the grievant. Unless the grievance is resolved informally, then Management shall send its written, dated and signed decision to the grievant within ten (10) working days after its receipt of the grievance. The written answer shall specify the proposed disposition of the grievance and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the grievant is not satisfied.

If Management fails to deliver a written Answer within ten (10) working days, the grievant may request a hearing in writing within ten (10) working days of the date upon which Management's Answer was due. The request must be mailed or delivered to the Hearing Panel Clerk, Somerville Housing Authority, 30 Memorial Road, Somerville, MA 02145.

IV. PROCEDURES TO REQUEST A HEARING

A. Eviction Cases - After the tenant is given the opportunity to attend a private conference, if the matter is not resolved, the tenant will be given a Notice of Intent to Terminate Tenancy or Notice to Quit. The Notice will inform the tenant of Management's decision to proceed with eviction and will inform the tenant that she/he may request a grievance hearing in writing within five (5) working days; except in cases of nonpayment of rent and where there is reasonable cause to believe that the tenant or a member of the tenant's household has: (1) caused physical harm to another tenant or employee of the SHA or other person lawfully on SHA property; (2) threatened to seriously physically harm such person; (3) destroyed, vandalized, or stolen property of a tenant or the SHA or any person lawfully on SHA

property which thereby creates or maintain a serious threat to the health or safety of a tenant or employee of the SHA or other such person; (4) on or adjacent to SHA property, possessed or carried or illegally kept a weapon in violation of Section 10 of Chapter 269 of the General Laws or possessed or used an explosive or incendiary device or has violated any other provision of Section 101, 102, 102A or 102B of Chapter 266 of the General Laws; or (5) on or adjacent to SHA property, unlawfully possessed, sold, or possessed with intent to distribute a controlled substance as defined in classes A, B or C of Section 31 of Chapter 94C of the General Laws; or (6) engaged in other criminal conduct which seriously threatened or endangered the health or safety of another tenant, an employee of the SHA of any other person lawfully on SHA property; or (7) for any of the reasons set forth in Section 19 of Chapter 139; or (8) a guest of a tenant or of a household member engages in any such behavior listed in clauses (1) to (7) inclusive, where the tenant knew or should have known that there was a reasonable possibility that the guest would engage in misconduct.

B. All Other Grievances - All requests for hearings regarding any action or inaction of the SHA as described in Paragraph I C above, other than a proposed eviction, must be presented in writing within ten (10) working days of the tenant's receipt of Management's Answer as described in Paragraph III B above.

C. Failure to Request a Hearing - If the grievant does not request a hearing in accordance with Paragraph IV A or IV B above, then the SHA's disposition of the grievance under Paragraph III shall become final, provided that the failure to request a hearing shall not constitute a waiver by the grievant of her/his right thereafter to contest the SHA's disposition of the grievance in an appropriate judicial proceeding.

V. PROCEDURES GOVERNING THE HEARING

A. Before the Hearing

(1) The Hearing Panel Clerk shall give the grievant at least five (5) working days notice of the hearing date which shall be not later than twenty (20) working days from receipt of the tenant's request for a hearing.

(2) The grievant and/or her authorized representative shall have adequate opportunity to inspect and copy all documents, records and rules of the SHA that are relevant to the hearing. Any document that is not so made available by SHA may not be relied on by SHA at the hearing.

(3) A postponement may be granted by the Hearing Panel because of illness or unavoidable absence of a necessary person, or for other good cause. The Panel may require written verification of the reason for the postponement. Hearings may also be postponed by agreement of the grievant and the SHA.

(4) The grievant or the SHA may arrange, in advance and at their own expense, for a transcript of the hearing. The other party may purchase a copy of such transcript at the actual cost of reproduction.

B. The Hearing

(1) The grievant has the following rights:

(a) to be represented by counsel or any other person of her/his choice.

(b) the right to a private hearing unless the grievant requests a public hearing.

(c) the right to present evidence and arguments in support of the grievance, to controvert evidence relied on by SHA, and to confront and cross-examine all witnesses on whose testimony the SHA relies.

(2) If the grievant or SHA fails to appear at a scheduled hearing, the Hearing Panel may decide to postpone the hearing for not more than five (5) business days or may determine that the party has waived the right to a hearing. The Hearing Panel Clerk shall notify both parties in writing of the decision. A decision that the grievant has waived the right to a hearing shall not constitute a waiver of any right the grievant may have to contest the SHA's disposition of the grievance in an appropriate judicial proceeding.

(3) In pre- eviction hearings, the SHA presents its case first. In all other hearings, the grievant presents her case first. The Hearing Panel may interrupt either side at any time to ask questions.

(4) The formal rules of evidence are not used at grievance hearings, and any evidence that the Presiding Officer rules is relevant will be allowed to be introduced. After both sides have presented their evidence, they will each be allowed the opportunity to make a closing statement.

(5) The Hearing Panel shall require that all participants or spectators at grievance hearings conduct themselves in an orderly fashion. Failure to comply with the directions of the Presiding Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of a disorderly party and grant or denial of the relief sought, as appropriate.

(6) All grievance hearings shall be tape recorded, and the tape recordings shall be kept on file by the Hearing Panel Clerk. The grievant and the SHA will be allowed access to the tape of the hearing by appointment during business hours at the SHA Administration Building.

C. The Hearing Panel's Decision

(1) After the Presiding Officer adjourns the hearing, the Hearing Panel will make their decision in closed session.

(2) A majority vote shall be necessary for any decision by the Hearing Panel.

(3) The decision shall be based solely and exclusively upon the evidence presented at the hearing and upon applicable law and regulations.

(4) The decision shall be in writing, and shall contain the date of the decision and the reasons for the decision.

(5) The Hearing Panel Clerk shall send a copy of the decision to the grievant, her representative, and to the SHA. SHA shall retain a copy of the decision, with all names and identifying references deleted, on file for public inspection.

D. Appeals

(1) The decision of the Hearing Panel shall be binding on the SHA, which shall take all actions or refrain from any actions necessary to carry out the decision unless the SHA Executive Director initially determines and notifies the Tenant within ten (10) working days from SHA's receipt of the decision that all or any part of the decision is arbitrary, in excess of the authority of the Hearing Panel or violates state law or regulations and that the SHA Board of Commissioners will review the decision.

The SHA Board, which must review the decision no later than its next regular meeting, may reverse all or any part of the decision of the Hearing Panel and/or may modify any assessment of money damages against the grievant if the Board finds that the Hearing Panel acted arbitrarily, exceeded its authority or violated state law or regulations.

(2) The grievant shall act in accordance with the decision of the Hearing Panel, unless the grievant notifies SHA within ten (10) working days of receipt of the decision, that she requests a review by the SHA Board of Commissioners. The SHA Board must hear the grievant's appeal no later than its next regular meeting and may reverse or modify the Hearing Panel's decision as requested by the grievant, or may allow the decision of the Hearing Panel to stand.

The SHA Board shall, within five (5) working days of the meeting at which the appeal was heard, notify the grievant in writing of its decision and of the specific reasons for its decision. A copy of the notice shall be filed with the Hearing Panel Clerk.

(3) If the Hearing Panel's decision is not upheld by the SHA Board, the grievant may appeal to the Secretary of the Executive Office of Communities and Development within fifteen (15) working days of receipt of the Board's decision. The grievant's appeal must be in writing and must set forth the reasons why the decision of the Hearing Panel should be affirmed, or why the SHA Board acted arbitrarily, exceeded its authority or violated state law or regulations. The grievant must send a copy of her appeal to the SHA.

E. Effect of the Hearing Panel Decision

(1) No tenant may file a subsequent grievance on the same dispute unless facts and circumstances have changed since the hearing.

(2) The decision of the Hearing Panel or the SHA Board and any decision by EOCD on an appeal of the tenant shall not in any way limit nor constitute a waiver in any manner whatever of the right of tenant or SHA to a trial de novo in court proceedings which may thereafter be brought. In such court proceedings, the SHA shall be limited to the grounds relied upon in its proposed disposition of the tenant's grievance. If the SHA wishes to introduce new evidence or rely on new grounds in any subsequent court proceedings, the tenant must be notified in advance of the new evidence or grounds. The tenant's failure to pursue all or any part of the grievance and hearing remedies herein shall not constitute a waiver of or bar to any court or other remedy available to the tenant.

(3) The SHA shall take no administrative or court action against any tenant involving any matter before the Hearing Panel, the SHA Board, or EOCD until a final decision has been reached on the matter.

VI. NOTICES

All notices, answers or decisions required under these procedures to be sent to the Tenant must be delivered in person to an adult member of the tenant household or mailed by first class mail.

All notices or requests required to be sent to the SHA must be delivered or mailed first class to the SHA Administration Building.