

**CLARENDON HILL
RELOCATION PLAN AND AGREEMENT
ESCROW AGREEMENT**

The Somerville Housing Authority and the three entities constituting the development team (Preservation of Affordable Housing, Gate Residential and Somerville Community Corporation) have worked with Clarendon Residents United to ensure that the redevelopment of the Clarendon Hill public housing units will be carried out in a manner that truly benefits the families who live at Clarendon Hill now, and those who will live there in the future.

The attached agreement and appendices contain the commitments that have been made to the residents by the Somerville Housing Authority and the three members of the development team. With this important milestone completed, the Somerville Housing Authority and the three members of the development team will now work to enter into another agreement that will document how the four parties will allocate or share responsibility for the commitments described in this agreement when the time is upon us to act on these commitments. Some of that division of responsibility will be simple to define (such as POAH being responsible for the washers/dryers in its buildings and Gate Residential being responsible for the ones in its buildings). Some of it will not be so simple to define, for example how the parties will allocate or share responsibility if the budgeted funds for relocation apartments do not fully fund all the actual costs. The development team is in the process of working all this out, as part of this large and complicated redevelopment project.

By signing this letter today, however, and by attaching a copy of the relocation agreement (and appendices) that we have worked through, we are confirming that:

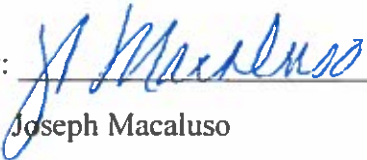
1. The attached agreement (and appendices) contain the final commitments that have been made to the Clarendon Hill residents through negotiation with Clarendon Residents United.
2. The attached agreement (and appendices) contain the final commitments that will be delivered to the Clarendon Hill residents during the proposed relocation process and upon return to the redeveloped Clarendon Hill.
3. The agreements that are made by the Somerville Housing Authority and the members of the development team about how to allocate or share responsibility for the commitments described in the relocation agreement will be shared with Clarendon Residents United, and with all residents of Clarendon Hill, so that that there is complete clarity and transparency about responsibilities.

The attached relocation agreement (with appendices) will be executed by all parties in conjunction with the agreement of responsibilities that the development team will sign once its discussion of the agreement of responsibilities is concluded.

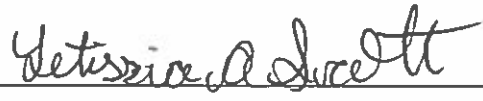
SIGNATURE PAGES TO FOLLOW

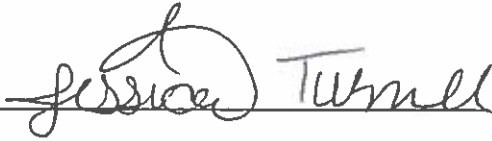
Signed in duplicate on this 6th day of JULY 2018.

SOMERVILLE HOUSING AUTHORITY

By: 
Joseph Macaluso
Executive Director

CLARENDON RESIDENTS UNITED


By: 
Co-President


Co-President


PRESERVATION OF AFFORDABLE HOUSING, INC.

By: 
Aaron Gornstein
President and CEO

SOMERVILLE COMMUNITY CORP.

By: 
Daniel LeBlanc
President

GATE RESIDENTIAL

By: 
Greg Bialecki
Executive Vice President



Clarendon Hill Relocation Plan And Agreement

Final version – 11/13/2019

Contact Information:

Housing Opportunities Unlimited (Relocation Specialists)
Katie Provencher
kprovencher@housingopportunities.com
617-436-4500

Preservation of Affordable Housing (POAH)
Jon Springfield
Jspringfield@poah.org
617-391-9431

Somerville Housing Authority (SHA)
Joe Macaluso
JoeM@sha-web.org
617-625-1152

TABLE OF CONTENTS

	Page #
I. PURPOSE OF THE RELOCATION PLAN AND AGREEMENT	1
II. PROJECT SUMMARY	4
III. RELOCATION ASSISTANCE	12
IV. RESIDENT CHARACTERISTICS	18
V. RESIDENT NOTIFICATIONS	18
VI. RELOCATION SERVICES AND PROCEDURES	20
VII. RELOCATION BUDGET	22
VIII. FAILURE OF RESIDENTS TO ADHERE TO THIS PLAN	22
IX. APPEALS	22
X. RELOCATION RECORDKEEPING AND NOTICES	25
XI. MITIGATION OF ENVIRONMENTAL CONCERNS	25
XII. ROLE and SUPPORT OF CLARENDON RESIDENTS UNITED (CRU)	25
XIII. GENERAL	26

APPENDICES

APPENDIX A: SITE MAP OF CLARENDON HILL

APPENDIX B: MAP OF REDEVELOPED CLARENDON HILL

APPENDIX C: CLARENDON HILL REVELOPMENT TIMELINE

APPENDIX D: UNIT MIX BY PHASE

APPENDIX E: CLARENDON HILL PERMANENT HOUSING GUARANTEE AGREEMENT

APPENDIX F: RELOCATION NOTICES

- **General Information Notice**
- **Notice of Eligibility for Relocation Assistance**
- **120-Day Notice**
- **30-Day Notice**

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

APPENDIX H: RESIDENT CHARACTERISTICS

APPENDIX I: RESIDENT RELOCATION NEEDS SURVEY

APPENDIX J: RELOCATION BUDGET

APPENDIX K: DHCD LETTER TO SHA DATED APRIL 13, 2017

APPENDIX L: SHA'S CURRENT GRIEVANCE PROCEDURES

I. PURPOSE OF THE RELOCATION PLAN AND AGREEMENT

The Clarendon Hill Relocation Plan and Agreement (“the Plan”) sets forth the specific policies, procedures and benefits that will govern the relocation of Clarendon Hill households. This plan is written in accordance with the relevant provisions of the 49 CFR 24.2, 42 U.S.C. Section 4601 et seq., HUD Handbook 1378--the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the URA), and implementing regulations at 49 C.F.R. Part 24 and M.G.L. Chapter 79A and implementing regulations at 760 CMR 27.00. The underlying objective of this Plan is to ensure persons affected by this project are treated fairly, consistently and equitably so that they will not suffer disproportionate hardships as a direct result of activities designed for the benefit of the residents as a whole. The Somerville Housing Authority (SHA) in conjunction with its development partners, the Preservation of Affordable Housing (POAH) and Somerville Community Corporation (SCC), and real estate investment/development firm Gate Residential will ensure that Clarendon Hill residents can continue to live in affordable housing that meets their housing needs throughout the relocation process, will strive to minimize the negative impacts of relocation to the greatest extent possible and will make certain that residents are made whole for eligible costs under governing federal and state relocation regulations.

The Plan is based upon a number of important goals:

1. To provide individualized counseling and support before, during and after initial relocation to educate residents about the range of options available to them, and accommodate household priorities and preferences.
2. To optimize relocation options and accommodate resident preferences whenever possible.
3. To ensure housing costs are affordable and functionally equivalent to the original unit, adequate in size to accommodate legal occupants and meets the standard of decent, safe and sanitary housing.
4. To minimize the displacement of families during redevelopment through the phasing of construction and relocation.
5. To minimize the disruption and negative impacts of relocation through comprehensive and coordinated supports.
6. To maximize the number of original Clarendon Hill residents in the newly developed units.
7. To reimburse all allowable resident costs under the URA and other applicable state and federal statutes and regulations.
8. To support residents through the physical and psychological aspects of moving.
9. To establish fair and equitable priorities to govern the order in which households are given choices about their relocation and re-occupancy as well as the timing of their moves.

A. Scope

The Plan applies to all Clarendon Hill moves occurring as a result of the redevelopment of Clarendon Hill. The Plan describes relocation procedures, rights, and benefits applicable to Affected Residents.

B. Definitions

1. **Affected Residents**--all residents of Clarendon Hill as of the date of the distribution of the General Information Notice. This term shall not apply to any resident who received a transfer to another site or moved out voluntarily prior to the issuance of the General Information Notice. This term also shall not apply to any resident who is physically removed, by order of the court after an eviction, from Clarendon Hill or from the replacement unit during the relocation period; provided that if an eviction and physical removal occur from a replacement unit during the relocation period, it must be due to causes related to serious or repeated violations of a material term of the current state required public housing lease in order to disqualify a tenant from the term "Affected Resident." The list of the Affected Residents will be held confidentially at the SHA office at Clarendon Hill and DHCD's Bureau of Relocation.
2. **AMI**—Area Median Income. Each year, HUD publishes estimates of the median family income for every metropolitan area in the United States. The median income is adjusted by the number of household members and by factors like the minimum benefit level of Social Security payments so that any family's income can be compared to the area's median income. Different percentage levels of AMI define eligibility for different types of subsidy.
3. **Bureau of Relocation** – The Commonwealth of Massachusetts central clearinghouse on local, state or federal projects that cause displacement.
4. **Comparable Replacement Unit**—See Section III (A).
5. **CRU**—Clarendon Residents United—Clarendon Hill resident organization
6. **Decent, Safe and Sanitary**—a replacement dwelling that meets the requirements of Housing Quality Standards (HQS), detailed in 24 CFR 982.40, that is (a) structurally sound, weather tight and in good repair; (b) contains safe electrical wiring and a safe heating system; (c) meets applicable housing and occupancy requirements; (d) is adequate in size to meet the space needs of the displaced person; (e) has a kitchen with a sink, hot and cold running water and a working stove and refrigerator, and has a separate, complete bathroom with hot and cold running water; (d) contains safe unobstructed egress at ground level that is free from barriers in cases where there is mobility impairment; (e) complies with lead based paint requirements, and (f) (if you are a person with a disability), is free of any barriers which would preclude your reasonable use of the unit.
7. **Demolition**--the act or process of razing one or more permanent buildings of a development.
8. **DHCD**—Massachusetts Department of Housing and Community Development

9. **Development Team** -- SHA, SCC, POAH, and Gate Residential.
10. **Development Partners** -- SCC, POAH, and Gate Residential.
11. **Fair Housing Act**--Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Act of 1988, the Fair Housing Act protects people from discrimination on the basis of race, color, national origin, religion, sex, disability and the presence of children when they rent, buy or secure financing for housing.
12. **General Information Notice (GIN)**– Under the URA, notice that must be provided to all persons scheduled to be displaced from a proposed HUD-assisted project involving acquisition, rehabilitation or demolition, and to displaced persons when required under state relocation regulations.
13. **Grievance Procedure**
 - 1.) **For Eviction Actions and other Grievances in the Redeveloped Clarendon Hill:** The SHA’s state Grievance Procedure shall continue to apply to the 216 replacement public housing units regardless of location. The new owner shall negotiate with CRU (or such successor recognized tenant organization) about any changes to the composition of the grievance panel at the Redeveloped Clarendon Hill. A copy of the SHA’s current state Grievance Procedure is attached as **Appendix L**
 - 2.) **For Relocation-related Matters:** See Section IX of this Agreement.
14. **HUD**--The United States Department of Housing and Urban Development.
15. **HQS**—Housing Quality Standards. The minimum criteria that must be met for the safety of participants in the Housing Choice Voucher Program. All housing units must meet the criteria of decent, safe and sanitary both at initial occupancy and throughout the term of the lease.
16. **LIHTC**—Low-Income Housing Tax Credit—created by Congress under Section 252 of the Tax Reform Act of 1986 to promote the construction and rehabilitation of affordable housing.
17. **Off-site Moves**--moves off the current Clarendon Hill property while the property is being redeveloped.
18. **On-site Moves**—a transfer from one unit to another unit on-site at Clarendon Hill
19. **PBV**—Project-Based Voucher. One component of the Section 8 program, PBV is attached to a unit/building, so that when the tenant moves out, that subsidy remains with the unit.
20. **Permanent Relocation (Displacement)**—a permanent move from Clarendon Hill as a result of demolition activities.
21. **POAH**—Preservation of Affordable Housing.

22. **Relocation**--an involuntary move from one unit to another as a result of a Somerville Housing Authority-initiated program, using public funds.
23. **Relocation Advisory Agency**—Housing Opportunities Unlimited.
24. **Relocation Coordinator**—a representative of the Somerville Housing Authority’s procured relocation agent, Housing Opportunities Unlimited, whose specific task is to relocate each resident as a result of the revitalization of Clarendon Hill, monitor and coordinate all relocation activity and implement the relocation plan to ensure compliance with applicable relocation regulations, guidelines and laws.
25. **SCC**--Somerville Community Corporation.
26. **SHA**—Somerville Housing Authority.
27. **Split Household** -- a displaced family living in one unit who is relocated to more than one replacement dwelling.
28. **URA**—Uniform Relocation Assistance & Real Property Acquisition Policy Act of 1970, as amended. The federal legislation that governs rights and benefits of households and businesses forced to move due to activities utilizing federal funding.

II. PROJECT SUMMARY

The SHA is planning to dispose of and facilitate the redevelopment by the Development Partners of the Clarendon Hill housing development, a state-funded family public housing development located in West Somerville between the Alewife Brook Parkway, North Street and Powderhouse Boulevard. Originally constructed in 1948 for veterans returning from World War II, Clarendon Hill is comprised of 216 units, five of which are used for the community and management space, in nine multi-family buildings grouped into courtyard configurations over a 5 ½-acre sloping site (See *Appendix A: Site Map of Clarendon Hill*). The redevelopment plan for Clarendon Hill involves the demolition and replacement of the existing 216 deeply affordable public housing units and introducing greater density with new workforce (low and moderate income) and market rate units, for a total of 591 newly constructed units.

The site redesign will reconnect Clarendon Hill with the broader neighborhood, introducing new streets and pedestrian paths. Improved green space and common amenities will include a large common green, a community garden area, a path that connects to the nearby grocery store and a multi-purpose common room. New units will include embedded townhouses and an emphasis on connecting to the street scape with individual apartment entries, landscaping, and other elements that help the redevelopment integrate with the neighborhood context. Parking is structured in each of the four buildings and on the streets within the redeveloped Clarendon Hill.

The SHA shall retain ownership of the land at the Re-Developed Clarendon Hill. However, the SHA will ground lease the land and buildings to the Development Partners or their affiliates

pursuant to one or more ground leases. The Development Team and CRU have negotiated this Relocation Plan. The SHA will carry out all relocation activities in accordance with this Relocation Plan. Initially, and subject to lender approval, POAH and POAH Communities will design, develop, construct, and manage the daily operations of the public housing and other affordable units in Buildings D, E and townhouses. The private developer Gate Residential or its designee will design, develop, construct, and manage the daily operations of the market building (Buildings A and B) which includes some public housing units. See **Appendix B** for building designations. The owner(s) of the Re-Developed Clarendon Hill shall afford CRU (or any successor recognized tenant organization) the opportunity to participate in the hiring of employees who will have direct dealings with the residents in accordance with 760 CMR 6.09 (3)(n).

A. Redevelopment Unit Mix

See chart below for breakdown of units by bedroom size and unit type in redeveloped Clarendon Hill.

BR SIZE	Public Housing	Low (<80% AMI)	Moderate (<120% AMI)	Unrestricted/ Market Rate	Total
Studio	0	2	1	29	32
1BR	33	10	37	173	253
2BR	150	4	19	70	243
3BR	33	0	7	23	63
TOTAL	216	16	64	295	591

B. Funding Sources for Redevelopment

The development team has been awarded a new Department of Housing and Community Development (DHCD) subsidy that is set aside for this type of public housing preservation deal. The project will utilize tax-exempt debt, 4% tax credit equity, MassHousing workforce housing subsidy, City of Somerville affordable housing sources, and cross-subsidy payment from the market rate component.

C. Current and Future/Projected Unit Mix

The proposed unit mix for the public housing units is based upon the existing unit mix at Clarendon Hill as required by the Department of Housing and Community Development. The chart below summarizes existing unit mix of the 216 units at Clarendon Hill:

CURRENT BR SIZE	# UNITS
1BR	33
2BR	150
3BR	33
4BR	0
TOTAL	216

Current vacant units as of 11/2019:

Phase I vacant units: 5 one bedroom units, 19 two bedroom units, and 2 three bedroom units.

Phase II vacant units: 1 one bedroom units, 11 two bedroom units, and 1 three bedroom unit

D. Relocation Phasing Summary

The demolition and construction of Clarendon Hill will occur in two phases. Phase I includes 144 units (of which 118 are occupied) in six buildings (125, 139 and 153 Alewife Brook Parkway and 268R, 278 Powderhouse Boulevard and 34 R North Street). Phase II contains the remaining 72 units (of which 59 are occupied) in three buildings (24 and 34 North Street and 268 Powderhouse Boulevard). See *Appendix A: Site Map of Clarendon Hill*. The redeveloped Phase I will include approximately 499 units in two seven and ten-story buildings: A&B (connected by a bridge connector) and E. Phase II will include approximately 92 units, both flat- and townhouse-style, in a seven-story midrise building (Building D) and a cluster of townhouse apartments. See *Appendix B: Map of Redeveloped Clarendon Hill*. The development team has developed a draft redevelopment timeline (including dates for relocation, demolition, construction and occupancy for each Phase) which includes the following:

Estimated key dates as of November 2019 are as follows:

Phase I

- Relocation (move-outs): March 2020- September 2020 (7 months)
- Demolition: October 2020
- New Construction: December 2020-December 2022
- Re-Occupancy: January -April 2023

Phase II

- Relocation: January-June 2023 (6 months)
- Demolition: July 2023- September 2023
- New Construction: October 2023-September 2025
- Re-Occupancy: October 2025-March 2026

See *Appendix C: Clarendon Hill Redevelopment Timeline* for more detailed information.

The chart below summarizes the redeveloped Clarendon Hill unit mix by phase.

	Public Housing	Low Income	Moderate Income	Market	Total
	Phase I (Buildings A&B, E)				
Studio	0	2	1	29	32
1BR	25	10	27	173	235
2BR	115	4	14	70	203
3BR	5	0	1	23	29
Total	130	16	43	295	499
	Phase II (Buildings D, Townhouses)				
Studio	0	0	0	0	0
1BR	8		10	0	18
2BR	35	0	5	0	40
3BR	28	0	6	0	34
Total	71	0	21	0	92
Total Phases I & II	216	16	64	295	<u>591</u>

See *Appendix D: Unit Mix by Phase* for more detailed information.

E. Relocation Lottery and Priority

In order to minimize the impact of relocation on (1) those households with children in Somerville schools and (2) those residents with documented medical need(s) (a) which make living anywhere other than Clarendon Hill Apartments particularly difficult (for example, accessing frequently needed medical care) or (b) which require a particular unit type available at Clarendon Hill Apartments (for example, first floor), those households will receive priority for an on-site relocation unit. Every household in Phases I and II will be categorized as a priority household or a non-priority household based upon this definition, and the order of unit assignment will be determined by a lottery, which will be conducted prior to relocation. Residents who receive the lowest lottery number will have the first choice of replacement units among those with equal priority in the same phase with the same bedroom size.

Phase I priority households will be given the option to relocate to a Phase II apartment at Clarendon Hill, if available, or to relocate off-site; Phase II priority families will also be given this same option. Those Phase I priority households who choose to relocate off-site will be given first right of refusal of available Somerville units. After those priority households are relocated, the remaining households will be offered available units in accordance with their lottery number. If there are not sufficient vacant units in Phase II for priority households that choose to remain on-site, Phase II non-priority households may be required to relocate off-site to accommodate the Phase I priority households in order to vacate all Phase I units for demolition. Phase II nonpriority households remaining on-site once new Phase I is completed will either be relocated off-site or to a new Phase I unit, in accordance with the Re-Occupancy

policy set forth below. All heads-of-household will be issued a letter that includes their lottery number, phase and priorities and informs the head-of-household that they may have a face-to-face meeting with the SHA and/or Relocation Advisory Agency (and an expedited appeal to the SHA's grievance panel, at the option of the head-of-household).

F. Offers of Comparable Replacement Units

When there is an available dwelling unit identified by the Relocation Advisory Agency, HOU, the household for whom this unit is a Comparable Dwelling Unit with the lowest lottery number (based on phase and priority grouping as explained above) will receive a written 120 Day Notice (sent certified, return receipt requested or provided in hand to the head of household) with this unit identified as their available comparable replacement unit and asked to **contact HOU staff (within 5 business days from receipt) to set up an appointment** to view this unit. The notice will include a brief description of the characteristics of the dwelling unit, time frames for responses, and availability of transportation assistance. HOU staff will also attempt personal contact (phone/email/in-person) to set up a viewing with the resident. **After viewing the unit, the resident will have five business days to express whether they want this unit.** HOU Relocation staff will provide transportation to view the unit, at the resident's request. If the resident does not respond to this notice within 5 business days and HOU staff are unable to reach the resident, HOU will then contact the next eligible household on the lottery list regarding the available unit. Residents who decline a Comparable Dwelling Unit after viewing or (without good cause which shall be broadly applied) fail to respond within the requisite five days from receipt of their 120 Day Notice will not receive a second Comparable Dwelling Unit offer until all other residents within that priority category who require the same bedroom size have received their first Comparable Replacement Unit offer. Good cause is intended to include, but not be limited to instances of being in the hospital, being out of state/country, etc.

For those residents who accept this first offer identified in the 120 Day Notice, that household will need to move within 30 days of acceptance. If said resident is unable or unwilling to move within that 30 day period, that unit will either be offered to the next available household for whom that unit is a fit or lost as a relocation resource.

Once a 120 Day Notice is issued, if an acceptable dwelling unit is not agreed upon by a household, that household will be required to move to an identified Comparable Dwelling Unit as identified by the relocation consultant by the 120th day.

Those families who need three or more bedrooms and who have at least two adults may opt to become Split Households and will be offered two separate Comparable Replacement units (based on the same lottery number but the respective priority or non-priority group). This benefit is only available during the relocation period; when the offer to return to Clarendon Hill is offered, the household must come back as one household.

To the extent possible all households will have no more than one move into a relocation unit, unless there are extenuating circumstances, such as a no-fault eviction or other issue arising in their relocation unit requiring a subsequent move.

The SHA and its team shall use its best efforts to obtain the City's authorization to allow all students of Affected Residents who want to attend Somerville schools during the relocation period to be able to do so regardless of the city or town where their Comparable Replacement Unit is located.

Best efforts will be made by HOU to locate Comparable Replacement Units in areas that best match preferences indicated by each household as reasonably identified to the relocation consultants. HOU shall provide all residents with a new survey and opportunity to update any preferences stated in the initial survey. Prior to initiating any new relocation survey, a copy shall be provided to CRU and its lawyers for review. Said surveys shall be kept confidential by HOU and POAH, but such survey information shall be shared with CRU and/or its representatives upon written request so long as all resident names and specific disability information is redacted, and the provisions of M.G.L. c. 66A and 760 CMR 8.00 are followed with respect to personal data.

G. Re-Occupancy

All Affected Residents will have the right to return to the redeveloped Clarendon Hill. See *Appendix E: Clarendon Hill Permanent Housing Guarantee Agreement*.

The SHA and the new owner of the Redeveloped Clarendon Hill will (i) operate all 216 replacement units at the Redeveloped Clarendon Hill as state family public housing and (b) be governed by the law applicable to state public housing in all respects except where there are requirements which conflict with requirements of funders including but not limited to state and/or federal low income housing tax credit funding. No Affected Resident will be denied the right to return to the Redeveloped Clarendon Hill due to any low income housing tax credit, Section 8, or other funding or financing restrictions on occupancy. The SHA and/or the owner of the Redeveloped Clarendon Hill will provide the Clarendon Hill resident organization, Clarendon Residents United (CRU) Co-Presidents and CRU's attorneys with copies of the proposed Management Plan, Disposition and Regulatory Agreement (and all other similar documents) with sufficient time to enable the CRU to meet with the SHA and owner, to obtain relevant information from the SHA and owner, and to submit comments prior to the execution of the said documents.

Those Split Households relocated in Comparable Replacement units will be offered a single unit in the redeveloped Clarendon Hill.

Upon completion of the redeveloped Clarendon Phase I, the newly constructed affordable apartments will be offered to original residents of Clarendon Hill in accordance with their required bedroom size and any approved reasonable accommodations in the following order:

1. Any household relocated off-site who received a notice to quit in a no-fault eviction*
2. Priority households (see established priorities in *Relocation Lottery* section above) who are currently living in Phase II and had already moved once (Phase I relocatees)
3. Priority households who moved off site (with those who moved out first having priority to move back first)

4. Priority households who remained in place in Phase II buildings (Phase II priority households)
5. Non-priority households living in Phase II (if any)
6. Non-priority households relocated off-site (with those who moved out first having priority to move back first)

*In the event that a unit in the redeveloped Clarendon Hill will not be ready for occupancy within two weeks of the expiration of the notice to quit, SHA will offer the resident who has received a no-fault notice to quit from a non-SHA landlord a comparable replacement dwelling. The resident in receipt of the no-fault notice-to-quit must provide the SHA with a copy of this notice.

In accordance with their lottery number, residents will be offered the first unit that meets their bedroom size and any reasonable accommodation needs (e.g., handicap-accessible, first floor/elevator building, near elevator, additional bedroom for medical equipment etc.). If there are categories of units with more desirable features (patios/balconies, townhouse vs. midrise, street-level door entrances to units, etc.), these units will be assigned to residents in accordance with the resident's lottery number.

Gate Residential shall make available the 15 public housing units in Buildings A and B for permanent occupancy by relocatees. Gate Residential shall make available the 10 low income units in Buildings A and B for temporary relocation of public housing residents under this Agreement. Once the public housing tenants in the 10 temporary low income units are permanently relocated, the low income units shall no longer be available for public housing tenants but rather shall remain permanently affordable to low income tenants. Once the planning and all household relocation surveys have been completed, the Development Team will revisit the feasibility of using additional units in the Gate Residential buildings as a relocation resource for Priority Households in #1-4 above. If this is done, household rents will be subsidized by relocation funds until an affordable unit is available for them in redeveloped Phase II.

Upon completion of redeveloped Phase II, the remaining relocated households will move back in the same order in which they moved out.

POAH/SHA will provide Clarendon Hill residents with as much notice as possible of the estimated date that each phase of the redeveloped Clarendon Hill will be available for occupancy. In accordance with the re-occupancy policy outlined above, at least 30 days in advance, each household will be notified in writing of the availability of a unit that will accommodate their household size and asked to contact POAH/SHA staff to schedule an appointment to view their unit. Households who fail to respond to this original letter, will receive up to two more letters via mail as well as phone or in person attempts at contact to confirm receipt of the notice/s.

After viewing their unit, households will have a period of 10 business days (unless there is good cause necessitating longer time period) to notify the SHA whether they intend to return to the redeveloped Clarendon Hill or are declining their unit offer. Each household will be required to accept or decline the unit offered at Clarendon Hill in writing. Households who decline a unit offer in the redeveloped Clarendon Hill or fail to respond to POAH/SHA

attempts to contact (defined as failure to respond to three letters and documented attempted phone, email, and/or in—person contact) will have forfeited their right to return to the redeveloped Clarendon Hill at the initial lease up but will be placed on the waiting list for Clarendon Hill ahead of outside applicants. These households may remain in their relocation unit but any subsidy they may be receiving through relocation to offset additional housing costs in an unsubsidized unit will terminate after 48 months.

H. Redeveloped Clarendon Hill

All residents of the 216 Redeveloped Clarendon Hill public housing units will be entitled to the following:

- All utilities included in the rent (as they have at present)
- In Unit washing machines and clothes dryers or, at the Affected Resident's option and if space permits, their own washing machine and/or clothes dryer
- Access to some common space in each building in accordance with Management Plan
- Have a pet in accordance with POAH Communities or Gate Residential Manager pet policy (In addition, Affected Residents shall be permitted to keep those pets which they had as of June 1, 2017 and registered with the SHA by the later of December 30, 2019 or 30 days after written notice of a registration deadline is provided to such residents).
- Have access to at least 113 parking spaces under the buildings and on the streets within the Redeveloped Clarendon Hill which will be shared with other public housing residents.

Subject to an award from the Somerville Housing Authority, the Development Partners may utilize 54 project-based Section 8 vouchers for the 216 public housing units at the Redeveloped Clarendon Hill. If awarded, the owner (s) of Buildings D, E and the townhouses will fill vacancies in the project-based Section 8 units at the property by accessing the SHA's applicable Section 8 waitlist. The owner(s) of Buildings D, E, and the townhouses will fill vacancies in the remainder of the public housing (non-Section 8) units from the SHA's state family public housing waitlist. Gate Residential (as to the 15 affordable units in Buildings A and B) will also access the SHA's state family public housing waitlist to fill these 15 units. Upon re-tenancy, the SHA will allow the Affected Residents the right to opt out of a Section 8 project based voucher unit where (i) one or more household members lack the federally required immigration status for Section 8 project-based housing or (ii) occupancy in such unit would significantly increase their rent over what is due under the state public housing program. In addition, if any other Affected Residents requests that they not be placed in a Section 8 unit, the Development Team shall use its best efforts to accommodate that request (recognizing that the Development Partners anticipates having a total of 54 project-based Section 8 units). The Development Team shall share a copy of its draft Tenant Selection Plan(s) (once drafted) prior to finalization and shall allow a meaningful opportunity for CRU and CASLS to comment on the same.

The SHA also anticipates that 201 of the 216 public housing units will have federal low income housing tax credits. If an applicant at the top of the wait list does not meet the income or student requirements for tax credits, the applicant will be offered the next appropriately sized unit that does not have tax credits.

Although the redeveloped Clarendon Hill will be a “no smoking” property (with the 216 replacement units subject to the SHA’s existing “no smoking” policy), the Development Team shall provide an area designated outside for smoking provided that there is a suitable location at least 25 feet from any door or window. If possible, such area shall be covered.

III. RELOCATION ASSISTANCE

Affected Residents are entitled to the following relocation assistance:

A. Offers of Comparable Replacement Units

The Relocation Services Provider, HOU, will offer one Comparable Replacement Unit to each household. For Priority households, the Development Team shall use its best efforts to make this first offer of Comparable Replacement Unit be in Somerville (or such other locality that the household designates as acceptable). The Development Team shall provide a Comparable Replacement Unit in Somerville to any resident that prefers to stay in Somerville provided that an appropriately sized unit is physical available and is priced in such a way that it will not prove prohibitive to the Development Team’s ability to relocate other residents. If the household declines or fails to timely respond to this first offer, then HOU will make a second offer of a Comparable Replacement Unit. However, as stated previously in Section *II.F. Project Summary, Offers of Comparable Replacement Units*, residents who decline a unit after viewing or fail to respond within the requisite five business days from receipt of their 120-Day Notice will not receive a second Comparable Replacement Unit offer until all other residents within that priority category who require the same bedroom size have received their first Comparable Replacement Unit offer. Under the URA a comparable replacement unit must be:

- decent, safe and sanitary,
- functionally equivalent to resident’s present unit,
- adequate in size for the household,
- currently available for rent,
- within the financial means of the displaced household,
- reasonably accessible to resident’s place of employment,
- generally as well located as present unit with respect to public and commercial facilities (including grocery store, health care providers, public transportation, and household members’ school),
- in an area not subject to unreasonable adverse environmental conditions, and
- available to all persons regardless of race, color, religion, sex or national origin.

In addition, SHA has also committed to Comparable Replacement Units meeting the following requirements:

- appropriate in light of any documented medical needs of the head-of-household and all household members (including being near current health care providers) and

- documented need for protection from domestic violence for the head-of-household and household members,
- allows households to keep those pets which they had as of June 1, 2017 and registered with the SHA by Monday, December 30, 2019 or 30 days after written notice of a registration deadline is provided to such residents whichever is later.
 - has parking for the resident's currently registered motor vehicles that is reasonably available and near the dwelling unit (without charge to the resident),
 - to the extent possible, has access to laundry facilities in the building or within a reasonable distance from the unit or has laundry hookups in the unit

B. Relocation Options

The following relocation options will be available to Clarendon Hill residents relocated due to redevelopment, in accordance with a lottery procedure detailed in Section *II. E. Relocation Lottery* above. SHA will make every effort to accommodate household preference but cannot guarantee a specific unit type to any household.

1. ***Transfer to an on-site unit or to another unit within the SHA portfolio.*** Some households will have the option of relocating to a public housing unit at Clarendon Hill or a unit in another SHA development, as vacancies arise. As displaced persons, these households will have “super-priority” status and, therefore, be offered units before other SHA transfers or new applicants. The temporary on-site relocation option will only be available to residents in the first phase of relocation. There are currently 13 vacant units at Clarendon Hill in Phase 2 and the SHA estimates an average of 30 units become available for occupancy on an annual basis (16 in the state portfolio, 14 in the federal portfolio).
2. ***Subsidized housing outside of the SHA portfolio.*** Some households may have the option of relocating into subsidized housing outside of the SHA portfolio. HOU staff have conducted an exhaustive search of affordable housing developments located near Clarendon Hill, including housing in Somerville, Cambridge, Arlington, Medford and Everett. See *Appendix G: Affordable Family and Elderly Housing Local to Clarendon Hill*.
3. ***Private Sector housing.*** In the event that there is not an available subsidized unit (either on-site, in another SHA development or in an affordable housing development) or a household is ineligible for other available subsidized housing, the household may be relocated by HOU to an unsubsidized unit within the private market. A resident may also identify their own replacement housing, but must make sure HOU Relocation staff inspects the unit to ensure it is decent, safe, and sanitary in order to receive the rent differential described in section C below.
4. ***Moving directly to a redeveloped unit.*** Some households living in Phase II will have an opportunity to move directly into a redeveloped unit at Clarendon Hill in accordance with re-occupancy policies detailed in Section *II. Project Summary G. Re-occupancy*.

5. ***Purchasing a Home.*** If a displaced household purchases a replacement dwelling, they will be entitled to \$7,200 in down payment assistance, including incidental expenses. The full amount of down payment assistance will be available to the household on the date of their closing and only with SHA's receipt of purchase and sale documents.

C. Rent Differential for Relocation Options 1, 2, and 3 above:

For the relocation options 1, 2, and 3 above, the SHA will pay the resident's landlord the difference between the contract rent (if any) and 32% of the resident's "net" household income determined pursuant to the regulations applicable to state family public housing currently at 760 CMR 6.00. The state public housing regulations for annual and interim recertifications will apply to residents during the relocation period. In addition, because residents currently do not pay any utilities at Clarendon Hill, SHA shall pay the provider for gas, electricity, oil, water, and sewer to the extent that such utilities are not included in the rent.

The SHA shall provide these rent and utility payments until the household has been offered a new unit in its permanent location at the redeveloped Clarendon Hill and either a) accepted and moved into the redeveloped Clarendon Hill unit or b) rejected the offer to return to the redeveloped Clarendon Hill unit and 48 months have elapsed from time of move-out.

D. Moving Assistance

Residents who are displaced due to the redevelopment of Clarendon Hill are entitled to receive assistance with the physical moves of their household to their Comparable Replacement Unit(s) and back to the Redeveloped Clarendon Hill. Affected Residents may choose one of the following moving assistance options listed below.

1. *Move performed free of charge to the household.*

Housing Opportunities Unlimited will contract with a state-approved, licensed and insured moving company, at no cost to the household being displaced. The household will be entitled to a \$100 Dislocation Allowance and the following:

- Packing and unpacking assistance if requested.
- New boxes, bubble wrap, packing paper and tape as well as packing instructions.
- Storage of personal property for a period not to exceed 12 months, unless SHA determines that a longer period is necessary (e.g. where items in the household's current apartment do not fit in the temporary replacement unit or where a household opts to live with family or friends for the relocation period). Any items that could pose a health or safety hazard (e.g., infested furniture) will not be stored.
- Inspection for and extermination of pests prior to relocation. No furniture or belongings will be moved or stored if they are determined to be infested.
- Disconnecting, dismantling, removing, reassembling and reinstalling relocated household appliances and other personal property, including personal computer set-up and beds and disposing of Affected Residents' unwanted items (including appliances) upon the Resident's request.
- Disconnection and Re-Connection of telephone, cable TV, and Internet service.

- The replacement value of property lost, stolen or damaged in the moving process (that is not the result of the fault or negligence of the displaced person, his/her agent or employee).

2. *Self-move with Reimbursement for Actual Reasonable Moving and Related Expenses*

The household may choose to move all of their personal belongings and pay for the costs associated with the move, and SHA will reimburse them for the actual cost of all reasonable moving and related expenses. In order to be reimbursed for this self-move, the resident must provide documentation of incurred eligible relocation expenses. To the extent possible, SHA will reimburse residents for approved, documented reasonable moving and related expenses within ten business days of receipt of documentation of the cost. Such reasonable moving and related expenses may include:

- Cost of commercial move or cost of labor and equipment to complete the move (supported by receipted bills)
- Transportation of household members and their personal property. Transportation costs for a distance beyond 50 miles are not eligible. (This may include reimbursement for personally-owned vehicles which need to be moved, at the Standard Mileage Rate established by the Internal Revenue Service (*58 cents/mile as of January 1, 2019*))
- Packing boxes
- Packing, crating, uncrating and unpacking of personal property, if needed
- Storing of personal property. Upon a resident's request, and if determined reasonable and necessary by the SHA, the Relocation Services Provider will arrange and pay for storage of the resident's belongings for the period beginning one week prior to the date the resident must vacate their Clarendon Hill unit through the date the resident is scheduled to move into an Affordable unit in the redeveloped Clarendon Hill. Any items that could pose a health or safety hazard (i.e., infested furniture) will not be stored. The resident shall have reasonable access to his/her belongings in storage.
- Disconnecting, dismantling, removing, reassembling and reinstalling relocated household appliances and other personal property, including computer set-up and beds.
- Disconnection and Re-Connection of telephone, cable TV, and Internet service
- Insurance coverage for the replacement value of the property in connection with the move and necessary storage
- The replacement value of property lost, stolen or damaged in the process of moving (not through the fault or negligence of the displaced person)
- Other reasonable moving related expenses, such as sensitive medical/adaptive equipment, furnishings and personal belongings of a live-in aide, a piano, or a greater than usual amount of items stored in the household.

*A request for storage may be considered reasonable and necessary where there is insufficient space in the comparable replacement unit to accommodate all household belongings.

To receive reimbursement for moving costs, residents must submit a claim within 18 months from the date of their move.

3. The displacing agency will provide assistance and resources if furniture and/or belongings have been determined to be infested per 49 CFR 24.301(g) (7). Such assistance shall include replacement furniture/belongings. Any item that is disposed of due to infestation is eligible to be reimbursed at the replacement value of the property.
4. To facilitate moves from Clarendon Hill, the Development Team shall provide dumpsters as needed so that residents may dispose of unwanted furniture and other items prior to moves or make other arrangements for such disposal.

E. Additional Moving Support

1. *Rental Application Fees, Credit Checks, Realtor Fees and Other Reasonable/Necessary Costs Associated with Moving/Relocation*

As most private landlords/management companies require a non-refundable fee to process housing applications, SHA will reimburse residents the cost of rental application fees. In addition, SHA will reimburse costs of running a credit report for households if required by the landlord. A reasonable realtor fee may also be paid in order to identify comparable replacement housing for a resident. At its discretion, SHA may determine other moving/relocation costs, such as key fees, to be reasonable and necessary. Residents must provide receipts for/documentation of application fees, credit checks and key fees in order to qualify for reimbursement.

2. *Assistance with Security Deposits and Last Month's Rent*

SHA will pay a reasonable one-month security deposit, as determined by the displacing agency, where required for a household to lease a unit. Security Deposit assistance will only be offered at the time the resident relocates from Clarendon Hill. If the resident moves from their initial relocation unit to another location, the SHA will not provide another security deposit.

The full amount of the unit Security Deposit is and shall remain the property of SHA. The landlord will be required to place the security deposit in an interest bearing bank account and provide SHA with this bank account information. If the unit security deposit is refundable, SHA will require the landlord to return it within 30 days of the resident's vacate date. If the landlord does not return the security deposit due to documented damage, beyond normal "wear and tear" attributable to the tenant, SHA reserves the right to make the resident responsible for reimbursement of the security deposit with the resident having the right to file a grievance of any such charge.

If the landlord of the comparable replacement dwelling requires upfront payment of last month's rent from the resident, then the SHA will pay this last month's rent on behalf of the resident.

3. *Pet Deposit*

SHA will also provide pet deposit assistance for households with such pets, as set forth in Section II (H) above. SHA will require the landlord to return the pet deposit within 30 days of the resident's vacate date. If the landlord does not return the pet deposit due to

documented damage, beyond normal “wear and tear” attributable to the tenant’s pet, SHA reserves the right to make the resident responsible for reimbursement of the security deposit with the resident having the right to file a grievance of any such charge.

Residents will be required to reimburse SHA for any deduction from the security deposit and/or pet deposit within thirty (30) days after their termination of tenancy unless a grievance has been filed.

4. *Early Termination Fees*

In the event that early termination of a lease is necessary in order to a resident to return to the redeveloped Clarendon Hill, SHA shall be responsible for paying these early termination fees.

5. *Laundry Stipend*

If an Affected Resident currently has a washing machine and/or dryer, and a laundry hook-up, dryer vent or other means of non-cost onsite laundry is not available in the comparable replacement unit during the temporary relocation period, then the SHA shall provide the household with a laundry stipend of \$20 per person in a household, per month, to cover the cost of commercial laundry.

6. *School Transportation*

For any resident (during the relocation period) who has one or more children enrolled in Somerville schools whose school commute is substantially increased due to the relocation, SHA will reimburse the resident the cost of the additional mileage to transport their child/ren (at the Standard Mileage Rate established by the Internal Revenue Service, 58 cents/mile as of January 1, 2019). For households without a vehicle or who are no longer able to transport children to and from school as a result of the relocation, SHA shall arrange and pay for child/ren’s transportation to and from school; to and from after school activities; and for care givers’ transportation to and from school related events.

7. *Transportation to Grocery Stores and Court Ordered Obligations*

In the event that a resident is relocated to temporary housing that does not have relatively easy access to a major grocery store, the SHA shall pay up front (if possible) and otherwise reimburse for reasonable transportation costs to and from a grocery store. In the event that a resident is relocated to temporary housing and does not have relatively easy access to any court ordered obligations, the SHA shall pay up front (if possible) and otherwise reimburse for reasonable transportation costs to and from such obligation. Both of these expenses are subject to the \$500 limit in “Miscellaneous” below except that, on a case by case basis, for special circumstances HOU may approve amounts in excess of the \$500.

8. *Furniture Resources*

Upon request, HOU or the Development Team shall identify resources for Affected Residents in need of basic household furniture.

9. *Washing Machine and Clothes Dryer Buy Back*

In acknowledgement of the impact on residents who have previously purchased their own washing machines and/or dryers, and who may not be allowed to bring the machines to the Redeveloped Clarendon Hill, the Development Team shall pay the Affected Resident \$200 per machine in operating condition or the original cost of the machine adjusted based on straight-line 10 year depreciation value tied to the anniversary of the purchase of the machine, whichever is more, but subject to the \$500 limit in “Miscellaneous” below.

10. Miscellaneous Expenses (up to \$500 total)

The SHA shall reimburse Affected Residents for a total of \$500 per household (i) on a case by case basis for additional expenses related to their relocation where not otherwise provided for in this Plan and (ii) as provided in sections 7 and 9 above.

F. Moves during holidays

No resident will be required to move during the following times:

- Week of Thanksgiving
- Week between Christmas Eve day and New Year’s Day
- Martin Luther King Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Columbus Day
- Days of specific cultural or religious significance to the resident

IV. RESIDENT CHARACTERISTICS

The procured relocation services provider, Housing Opportunities Unlimited (HOU), has conducted relocation surveys with 174 households (85%). Through this survey, data on income and AMI, race, age, ineligible household members, school-aged children, reasonable accommodation, and language needs of Clarendon Hill households has been collected. The complete compilation of this information will better inform relocation choice and aid in HOU’s mobility counseling efforts with the Clarendon Hill households. See *Appendix H: Resident Characteristics* for detailed Clarendon Hill demographic and relocation survey information.

V. RESIDENT NOTIFICATIONS

Throughout the relocation and redevelopment, SHA and HOU will communicate with residents to keep them informed of progress and to answer questions about the Relocation Plan and the implementation of the Relocation Plan through periodic meetings, notices, newsletters, flyers, web-site and door-to-door personal communication. Residents will be informed in writing that any disabled residents will be offered a reasonable accommodation so they may be able to fully participate in all activities regarding this project.

A copy of this relocation plan will be available to all Affected Residents upon completion and approval. Residents will be able to view and obtain a copy of this plan, as requested, through SHA's Management Office at Clarendon Hill at 139 Alewife Brook Parkway, Somerville, MA 02144. Residents will be informed that they may submit any written comments within 10 business days to HOU/SHA and/or the Bureau of Relocation. Any comments submitted to HOU or SHA will be forwarded to the Bureau of Relocation.

The SHA and HOU shall personally serve or send by certified or registered first-class mail, return receipt requested (in English, Spanish, Portuguese and Haitian Creole) notices indicating the name and telephone number (including the TDD number), of the person who may be contacted for further information so that residents who are unable to read and understand the notices or the Plan will be provided with appropriate translation, communication and counseling. If other languages are identified through conducting relocation surveys with the remaining households, notices and communication will be provided in these languages as well. The SHA will provide notices and other written materials in alternative formats and will provide auxiliary aids to people with disabilities where needed for effective communication.

The SHA will provide the following notices:

- 1. General Information Notice (GIN).** The purpose of the GIN is to inform residents about the plans for redevelopment and about their potential eligibility for receiving relocation assistance under the URA and M.G.L. Chapter 79A. This notice advises residents not to move, explains the nature of the proposed project, describes in general terms the relocation assistance available to residents, and explains the proposed timetable for relocation.
- 2. Notice of Eligibility for Relocation Assistance.** Residents who will be displaced from their original Clarendon Hill unit will be provided with a Notice of Eligibility for Relocation Assistance. This notice will provide information on residents' eligibility and cautions them to make sure they seek out HOU Relocation staff prior to moving from their Clarendon Hill unit.
- 3. 120-Day Notice.** SHA will not require any family to move unless at least two comparable replacement units are made available at least 120 days before the required move. Depending upon the established construction and relocation schedule, the 120-Day Notice may be attached to and delivered along with the Notice of Eligibility or may be in a separate mailing.
- 4. 30-Day Notice.** SHA will provide each resident with a minimum of 30 days written advance notice of the specific date on which he/she must move from Clarendon Hill, unless the resident agrees, in writing, to a shorter period of notice regarding move date. This notice will contain the address of the unit to which the resident is relocating as well as the date and start time of their move.

See *Appendix F: Relocation Notices* for all above-referenced notifications.

VI. RELOCATION SERVICES AND PROCEDURES

Relocation Administration

As mentioned previously, SHA, through its developer partner, POAH, has engaged the services of relocation contractor Housing Opportunities Unlimited (HOU), to provide relocation services to the families who will be relocated from Clarendon Hill. Under the direction of Katie Provencher and Lanita McCormick, Program Director, HOU will assume responsibility for administering the relocation plan, include a Relocation Coordinator, Relocation Specialist and Outreach Worker. The on-site HOU office is located at 268R Powderhouse #15B, Somerville, MA 02144. The Relocation staff will be scheduled to work between 9am and 5pm as well as some evenings, between 12pm and 8pm, to ensure they are accessible to residents during the day and evening. Relocation staff will periodically work on Saturdays as well to provide residents with additional access. Residents will have the opportunity to meet personally with the property manager and Relocation Coordinator at their request throughout the relocation and redevelopment process.

HOU Relocation staff will be responsible for conducting resident meetings, providing tenant notices (including General Information Notice, Notice of Eligibility, 120-Day and 30-Day Move Notices), conducting mobility counseling, providing referrals to supportive services and technical assistance, scheduling and coordinating relocation moves, providing housing referrals, coordinating utility hook-ups, conducting follow-up visits, administering relocation benefits, communicating on an ongoing basis with tenants as needed and documenting the relocation activities as well as acting as a liaison with DHCD.

Tenant Surveys

HOU has completed a comprehensive written survey of all but 24 residential tenants, and will update this survey in 2019. The survey assesses the concerns and issues facing the families to be permanently relocated, with the aim of minimizing the adverse impacts of relocation. Survey topics include:

1. An assessment of the numbers of families to be permanently relocated, including such information as family size and bedroom size needs, and special consideration of the impact of relocation on elders, families with school-aged children, large families and people with disabilities.
2. Special family needs in identifying their comparable relocation unit (e.g., large bedroom size, presence of ineligible household members, need for accessibility features or other reasonable accommodations, pets, proximity to jobs, schools, services or family supports).
3. Identification of any planned vacations or hospitalizations during the timeframe for relocation.

4. Whether help is needed to make preparations for relocation (packing assistance, utility transfers, social service provider referrals and/or notifications, postal and address updates).
5. Pest infestation and/or hoarding resolution assistance, which issues will be addressed during the relocation process.
6. The names, addresses and telephone numbers of other family members, friends or advocates that may be contacted by the Relocation Coordinator to assist in making preparations for relocating the family.
7. Other issues of importance to the household.

See *Appendix I: Clarendon Hill Resident Relocation Needs Survey*

Relocation Process

The following relocation process will be applicable to Affected Residents:

- A. All Affected Residents will receive a General Information Notice (See *Appendix F: Relocation Notices*).
- B. A copy of this relocation plan will be provided to all Affected Residents upon its completion and signing. If the resident has limited English proficiency (reading), then the relocation plan will be translated into the resident's preferred language. If the resident is not literate, then the relocation plan will be interpreted in their preferred language, at their request.
- C. Each Affected Resident will receive a Notice of Eligibility for Relocation Assistance (See *Appendix F: Relocation Notices*).
- D. Relocation Staff will conduct workshops to explain relocation procedures in detail. This includes providing written information on moving assistance, benefits, rights, privileges and protections.
- E. The Development Team and/or HOU will conduct informational meetings, at least quarterly, to update residents regarding the status of the relocation and redevelopment, receive feedback, and engage in collaborative problem-solving. The Development Team shall provide written updates on the status of the relocation and redevelopment on a quarterly basis, or sooner if there are significant updates or changes, to all Affected Residents. The Development Team shall diligently respond to residents' questions as they are received.
- F. All heads of household will be interviewed personally by staff of Relocation Contractor HOU to determine housing and special needs.

- G. Each Affected Resident will be offered a comparable unit based on the appropriate bedroom size needed, special physical needs and availability.
- H. Once the replacement unit is accepted by the resident, the Relocation Coordinator will schedule a moving date with the resident and either schedule the move with the mover or confirm with the resident his or her selection of a self-move.
- I. Upon request, all residents will be offered transportation to inspect the housing to which they are referred or which they select.

VII. RELOCATION BUDGET

The Development Team has budgeted \$7.7M for the Clarendon Hill relocation effort. (See *Appendix J: Relocation Budget*).

VIII. FAILURE OF RESIDENTS TO ADHERE TO THIS PLAN

SHA will exercise its authority judiciously in order to ensure residents comply with this Relocation Plan and enable the redevelopment activities to occur in a timely fashion.

The SHA may initiate actions under the eviction procedures if a resident refuses two offers of Comparable Replacement Units or fails to relocate to an accepted offer of Comparable Replacement Unit within the time frames set forth in this Plan. However, SHA Management and HOU Relocation staff will undertake every effort to best accommodate resident needs during their relocation and coordinate resident relocation with the support of resident emergency contacts/family members so as to avoid eviction action. Eviction may be employed only as a last resort and shall be undertaken in conformance with applicable state, federal, and local laws.

IX. APPEALS

Grounds for Appeal

If a resident contends that this Relocation Plan is not being implemented properly or believes the SHA has failed to properly consider the person's request for relocation assistance, the resident may file a written appeal to SHA (30 Memorial Road, Somerville, MA 02145), where staff is responsible for ensuring that the Relocation Advisory Agent:

- A. Properly determines whether the resident qualifies or will qualify as a person who is eligible for relocation assistance;
- B. Properly determines the amount of any relocation payment required by this plan;
- C. Properly provides an appropriate temporary relocation unit; and
- D. Properly responds to an appeal in a timely manner.

HOU Relocation staff shall inform residents, in writing, of their right to appeal to SHA. Grounds for an appeal may include:

1. A determination by the SHA of the individual's eligibility or ineligibility as an Affected Resident, as defined by the Relocation Plan;
2. A determination by the SHA of the scope and amount of relocation assistance made available to an Affected Resident, including advisory services, moving expenses, and replacement housing payments.
3. Any decision to permanently relocate the family at the Redeveloped Clarendon Hill, including the terms and conditions of said permanent move
4. The SHA's determination that an Affected Resident rejected an offer of a comparable replacement unit without good cause.

Grounds for appeal shall not include suspension of discretionary relocation benefits to Former Residents.

Filing an Appeal

An appeal must be filed in writing with the Executive Director of SHA within sixty (60) calendar days of the date of the contested action, or by referral from SHA or HOU staff, in which event written notice from the resident is not required. The date of the contested action is the date on which a determination was received by the resident. If the appeal is based on an event for which a date of action cannot be determined, the appeal must be filed within sixty (60) calendar days of the action.

Right to Representation; Right to File Review

Any person requesting an appeal shall have the opportunity to examine and to copy all documents, records and regulations that are relevant to the appeal prior to any hearing. The SHA may charge a reasonable fee for copies of more than fifty (50) pages. Any person requesting an appeal shall have the right to be represented by counsel or any other person of their choice.

Conduct of the Appeal

An appeal shall be scheduled as promptly as possible. All requests for appeals shall be heard within ten calendar days from the time of the request for the appeal. The appellant shall have at least five calendar days advance written notice of the date, time and place of the hearing. If the appellant requires a change in the date of the hearing, the resident must contact the SHA at least forty-eight (48) hours in advance of the scheduled hearing. Upon the resident's showing of good cause, the SHA shall arrange an alternate date and time for the hearing and notify all parties.

The appeal will be conducted by a representative of the SHA who is not the person who took the action under appeal. The hearing shall be informal, and oral or documentary evidence pertinent to the facts and issues raised by the appeal may be received without regard to admissibility under the

rules of evidence applicable to judicial proceedings. At the appeal, the appellant shall have the right to:

- examine and to copy all documents, records and regulations that are relevant to the appeal prior to any hearing;
- be represented by counsel or any other person of their choice;
- present evidence and arguments in support of the appeal, to controvert evidence relied on by the SHA, and to confront and cross-examine all witnesses on whose testimony or information the SHA relies; and
- a decision based solely and exclusively upon the facts presented at the hearing.

Decision by the SHA

Within five (5) calendar days after the hearing, the hearing officer shall prepare a written decision, which shall include a statement of its findings of fact and specific reasons for the results. A copy of the decision shall be mailed or delivered to the parties or their representatives and a copy shall be kept in the resident's file. In its written decision, the SHA shall inform the resident of their right to request review of the decision on the amount of relocation payment or a resident's eligibility for a relocation payment to the Bureau of Relocation.

Appeal to Bureau of Relocation

Within thirty (30) days of receipt of the decision by SHA, a displaced person who is dissatisfied with the SHA's determination on the appeal may submit a written request for further review to the Bureau of Relocation at:

Maggie Schmitt
Bureau of Relocation
Department of Housing and Community Development
Commonwealth of Massachusetts
100 Cambridge Street, Suite 300
Boston, MA 02114
(617) 573-1408 (ph)

If a review by the Bureau is not sought within 30 days of receipt of the SHA's decision, the decision of the SHA shall be the final administrative decision. Nothing herein limits the Affected Resident's right to pursue court action regarding any failure to act in compliance with this Plan.

X. RELOCATION RECORDKEEPING AND NOTICES

As part of its recordkeeping requirements an occupant list will be maintained that when the project is completed will identify:

- A. All persons occupying the site as of the date of Initiation of Negotiation (ION)
- B. All persons moving onto the property on or after the ION date
- C. Addresses of families who have moved from the site

As required by 49 CFR part 24, the following notices will be delivered by certified mail, return receipt requested.

- A. General Information Notice (See *Appendix F: Relocation Notices*)
- B. Notice of Eligibility for Relocation Assistance (See *Appendix F: Relocation Notices*)
- C. 120-Day Notice (See *Appendix F: Relocation Notices*)

XI. MITIGATION OF ENVIRONMENTAL CONCERNS

The SHA and its development team shall create an environmental mitigation plan and provide CRU with an opportunity for feedback. The SHA and its development team shall meet regularly with interested Affected Residents and neighbors to jointly address environmental and noise concerns as they arise during and in preparation for demolition and re-construction. Upon request and for good cause shown (including asthma and other medical conditions), the SHA shall provide a resident staying on site during demolition and/or re-construction with environmental remediation such as air purifiers, humidifiers, sealing of windows, and the like.

XII. ROLE and SUPPORT OF CLARENDON RESIDENTS UNITED (CRU)

- A. CRU shall continue to be recognized as the official tenants organization for Clarendon Hill regardless of the location at which those Residents reside. Members of CRU who are temporarily transferred pursuant to this Agreement shall continue to be members throughout the relocation period regardless of the location at which they reside. Commencing as of the date this Plan is signed by SHA, and continuing through the relocation period, the SHA shall continue to fund the CRU at its current level or any increased level approved by the Mass. Department of Housing and Community Development for state public housing. After the Redeveloped Clarendon Hill is completed, CRU shall continue to be recognized and funded by the new owner(s) of the 216 state public housing units and said owner(s) shall comply with all DHCD regulations and guidance for tenant participation in state public housing.
- B. The SHA shall provide to the Executive Board of CRU and CASLS advance copies of any general forms, notices, surveys, and the like which it intends to distribute to Residents about the relocation process and allow three business days for any response by CRU and/or its advocates.
- C. The SHA shall maintain a list of the former and current addresses and telephone numbers of each Resident subject to this Agreement and, so long as the individual tenant so authorizes the SHA, shall share that contact information with CRU.

- D. During the relocation period, the SHA agrees to mail material and/or arrange for automated telephone calls to all Residents on the list described above on behalf of the CRU upon the CRU's reasonable request.
- E. The SHA shall provide, without charge, appropriate office space and space for meetings of the CRU before and during the relocation period and the owner(s) shall provide the same after the relocation period.
- F. The SHA agrees to provide reasonable access to the records of the SHA which may be reasonably necessary for the CRU to verify compliance with this Agreement, subject to the provisions of state and federal privacy laws and regulations.
- G. POAH and Gate Residential, collectively, (and any assigns) shall pay CRU (or any successor recognized tenant organization at Clarendon Hill) \$5000 per year for reasonable expenses of CRU relating to its activities as a tenant organization. This shall include but not be limited to transportation of tenants for outreach and to and from tenant meetings; food, child care, and interpretation at meetings; attendance at conferences; and internet, copying, and mailing costs. This payment shall commence as of the date of relocation of the first affected family under this Plan, shall continue in perpetuity, and is in addition to the payment due under paragraph A above.
- H. During the relocation period and afterwards, the Development Team shall arrange for CRU members to have access to all buildings/hallways in order to flyer on official CRU business (or shall themselves distribute the flyers to all residents upon request of a CRU Executive Board member).

XIII. GENERAL

- A. This Plan is not meant to supersede or limit any rights of Residents, as displaced persons, under state and federal law.
- B. The SHA and its development partners (Somerville Community Corporation, Preservation of Affordable Housing and Gate Residential and any affiliate or joint venture of one or more of these entities) shall abide by the terms of this Plan subject to the following:
 1. DHCD provides the SHA with the \$10,500,000 for construction and approximately \$7,200,000 for relocation as set forth in its letter dated April 13, 2017 and attached as *Exhibit K*.
 2. The SHA and its development partners agree to share this Plan with DHCD as part of the DHCD approval process, to work in good faith with DHCD to preserve the terms of this Plan, to immediately inform CRU and its attorneys/advocates if any elements of this Plan are disapproved by DHCD, and to include CRU and its attorneys/advocates in related discussions with DHCD to the extent possible. If any terms of this Plan are not approved by DHCD, the SHA will notify CRU and its

attorneys/advocates in writing and the parties will work together in good faith to revise this Plan to make it fully consistent with DHCD approvals.

3. Nothing in this Plan obligates SHA or its development partners to proceed with the re-development of Clarendon Hill. If the redevelopment proceeds any time within the next two years (from the date of signing of this Plan), then this redevelopment will (subject to the limits noted above) be done in accordance with the terms of this Plan.

C. No Affected Resident will be relocated for the purpose of the redevelopment of Clarendon Hill until a General Information Notice has been issued and DHCD has committed the SHA with the funds noted in section (B)(1) above and DHCD has approved this Plan.

D. The Development Team shall comply with Section 3 of the Housing and Urban Development Act of 1968 as required which creates guidelines for and encourages hiring of Residents and low income persons in the community and shall also comply with 760 CMR 6.09 (3) (m) as to the preference for hiring Residents.

Signed in duplicate on this _____ day of _____ 2019.

SOMERVILLE HOUSING AUTHORITY

CLARENDON RESIDENTS UNITED

By: _____

Joseph Macaluso
Executive Director

By: _____

Co-President

Co-President

PRESERVATION OF AFFORDABLE HOUSING, INC.

By: _____

Aaron Gornstein
President and CEO

SOMERVILLE COMMUNITY CORP.

GATE RESIDENTIAL

By: _____

Daniel LeBlanc
President

By: _____

Greg Bialecki
Executive Vice President