



Clarendon Hill Relocation Plan And Agreement

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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 3/2022:

Phase IA vacant units: 4 one bedroom units, 19 two bedroom units, and 2 three bedroom units.

Phase 1B vacant units: 3 one bedroom units, 14 two bedroom units, and 6 three bedroom units.

Phase II vacant units: 1 one bedroom units, 17 two bedroom units, and 2 three bedroom units

D. Relocation Phasing Summary

The demolition and construction of Clarendon Hill will occur in two phases. Phase IA includes 72 units (of which 47 are occupied) in three buildings (125 Alewife Brook Parkway, 268R Powderhouse Boulevard and 34 R North Street). Phase 1B includes 72 units (of which 48 are occupied) in three buildings (139 and 153 Alewife Brook Parkway and 278 Powderhouse Boulevard). Phase II contains the remaining 72 units (of which 52 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 IA will include 168 units in one ten story building (Building E); Phase 1B will include approximately 331 units in seven and ten story building (Building A&B, connected by a bridge connector). 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 February 2022 are as follows:

Phase IA

- Relocation (move-outs): March 2022- July 2022 (5 months)
- Demolition: July 2022
- New Construction: September 2022-September 2024
- Re-Occupancy: October 2024 -January 2025

Phase 1B

- Relocation (move-outs): September 2022- January 2023 (5 months)
- Demolition: January 2023
- New Construction: March 2023-March 2025
- Re-Occupancy: April -July 2025

Phase II

- Relocation: October 2024-June 2025 (9 months)
- Demolition: July 2025- September 2025
- New Construction: October 2025-September 2027
- Re-Occupancy: October 2027-March 2028

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 IA and IB (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 Re-Developed 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 20 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 within 50 miles of Clarendon Hill. . (This may include reimbursement for personally-owned vehicles which need to be moved, at the Standard Mileage Rate established by the Internal Revenue Service (*58.5 cents/mile as of Jan 1, 2022*) For moves beyond 50 miles of Clarendon Hill, the SHA shall pay the resident the amount listed in the most recent “Fixed Residential Moving Cost Schedule” for Massachusetts (which, as of August 26, 2021, is \$1,100 for one bedroom, \$1,250 for two-bedroom apartments, \$1,400 for three-bedroom apartments, etc.) or, on a case-by-case basis, may approve more than the amount listed on the Schedule.
- 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, *58.5 cents/mile as of 1/1/2022*). 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
- Indigenous People's 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 and is currently resurveying the 147 households that currently remain onsite. 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 Lisa Mangum and Vanessa Rivera, Project 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.

Household/Resident Surveys

HOU has completed a comprehensive written survey in 2019, and is currently updating those surveys so that they are accurate for 2022. 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

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).

XIV. GENERAL

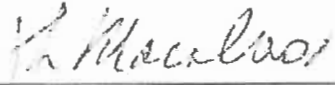
- A. This Plan is not meant to supersede or limit any rights of Residents, as displaced persons, under state and federal law.

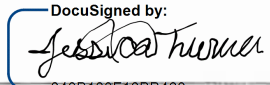
- B. The SHA and its development partners (Somerville Community Corporation, Preservation of Affordable Housing and Gate Residential and any affiliate or joint venture of one or more of these entities) shall abide by the terms of this Plan subject to the following:
1. DHCD provides the SHA with the \$10,500,000 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 redevelopment 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.

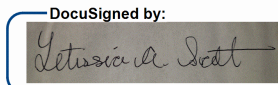
Signed in duplicate on this 8th day of July 2022.

SOMERVILLE HOUSING AUTHORITY


CLARENDON RESIDENTS UNITED

By: 
Joseph Macaluso
Executive Director

By: 
840B100F18BB460...
Co-President


FD9549D3DB7B425...
Co-President

PRESERVATION OF AFFORDABLE HOUSING, INC.

By: 
Aaron Gornstein
President and CEO

SOMERVILLE COMMUNITY CORP.

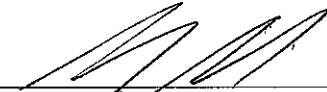
GATE RESIDENTIAL

By: 
Gonzalo P. Igbo
CEO

By: _____
Greg Bialecki
Executive Vice President

Redgate Acquisitions, LLC, a Massachusetts limited liability company (“Redgate”), is successor to Gate Residential Properties, LLC as developer of Buildings A and B under that certain Land Disposition/Development Agreement dated [], 2022 (“LDDA”) by and among Redgate, POAH, SCC and SHA. Redgate agrees to the provisions of the Clarendon Hill Relocation Plan and Agreement, provided that: (a) Redgate shall only be responsible for the provisions thereof applicable to Buildings A and B; and (b) Redgate shall have no obligations thereunder unless and until Redgate acquires a portion of the Clarendon Hill property by ground lease pursuant to the LDDA for the purpose of developing Buildings A and B.

REDGATE ACQUISITIONS, LLC,
a Massachusetts limited liability company

By: 
Name: *Gregory Bialecki*
Title: *Duly Authorized*

APPENDIX A:

SITE MAP OF CLARENDON HILL



APPENDIX B:

MAP OF REDEVELOPED CLARENDON HILL



APPENDIX C:

CLARENDON HILL REDEVELOPMENT TIMELINE

PHASE 1 REDEVELOPMENT TIMELINE AS OF NOVEMBER 2019 (REVISED 2022)

| <u>PERMITS & APPROVALS</u> | |
|--|------------------------|
| Zoning Filing | October 9, 2019 |
| City Council Hearings | Nov/Dec 2019 |
| Zoning Hearing | December 2019 |
| Zoning Approval | January 2020 |
| Resident Relocation Begins | March 2022 |
| Closing and Construction Starts for First Phase | Summer 2022 |
| Occupancy for First Phase | Summer 2024 |

APPENDIX D: UNIT MATRIX BY PHASE

Appendix D

UNIT MIX BY PHASE

Both Phases, 591 Units

Clarendon Hill - Phase 1A and 1B - 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 | 588 | - | 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 AGREEMENT

**Clarendon Hill
Permanent Housing Guarantee Agreement**

The Somerville Housing Authority guarantees to _____ who resided at _____ Apartment _____, Somerville, MA 02144 on _____, 2022, 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 _____ 2022.

Executed in duplicate on the date listed below:

Date

TENANT

Signature

Date

SOMERVILLE HOUSING AUTHORITY

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 _____, 2022, 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
_____ 2022.

Ejecutado en duplicado en la fecha abajo mencionada:

INQUILINO

FECHA

Firma

SOMERVILLE HOUSING AUTHORITY

FECHA

Joseph Macaluso, Director Ejecutivo

APPENDIX F:
RELOCATION NOTICES

GENERAL INFORMATION NOTICE (GIN)

NOTICE OF ELIGIBILITY

120 DAY NOTICE

90 DAY NOTICE

30 DAY NOTICE

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 អញ្ជើញមកទាក់ទងជាមួយផ្ទះរបស់អ្នកបើយើងខ្ញុំ។

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.

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

- 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



SOMERVILLE HOUSING AUTHORITY

30 Memorial Road, Somerville, Massachusetts 02145

Telephone (617) 625-1152 Fax (617) 628-7057 TDD (617) 628-8889

Clarendon Hill

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 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 គឺជាឯកសារសំខាន់ណាស់។ ក្នុងករណីលោកអ្នក ចាំបាច់ត្រូវបានបកប្រែ

សូមម្ចាស់ឬលេខបាត់បង់ក្រោយនេះមកកាន់ ឬ អញ្ជើញមកទាក់ទងដោយផ្ទាល់នៅការិយាល័យយើងផ្ទាល់។

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 dhokomenta 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. أذاً إن تقتضى 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. 617-655-6621

Date: _____

Address: _____

Dear _____.

On March 9, 2020, you were issued a Notice of Eligibility for Relocation Assistance from the Somerville Housing Authority (SHA). The Notice of Eligibility informed you that you must be temporarily relocated from your home in order for SHA to redevelop the Clarendon Hill Apartments, 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. Earlier we informed you that we would offer you at least two comparable (affordable) replacement dwellings that are decent, safe and sanitary and appropriate to your household's needs, where you will continue to pay the same 32% of household income as rent directly to the SHA.

This is your “120-Day Notice to Vacate” giving you at least 4 months advance notice that the earliest date by which you can be required to vacate your current Clarendon Hill Apartment is _____. The effective date of this 120-Day Notice is _____. Therefore, the earliest by which you may be required to move is _____ which is 120-days after the date on this Notice.

NOTE: Although you cannot be required to move earlier than _____ you may choose to move to an offered relocation unit before this earliest required move date.

Our records indicate that on _____, you met with the Housing Opportunities Unlimited (HOU) relocation staff to discuss your relocation needs and options. You have also received information about the relocation benefits you are entitled to under the Clarendon Hill Relocation Plan and Agreement.

If you accept a comparable replacement unit offered below, you may choose, but cannot be required, to move earlier than 30 days after the unit is offered and made available to you. If no comparable relocation unit is identified in this Notice below, you must be provided with an additional “90-Day Notice to Vacate” which will identify at least one address of a comparable relocation unit available to your family. You will also be provided with a further “30-Day Notice to Vacate” which provides (i) at least 30 days advance notice of the specific date by which you are required to move, (ii) the address to which you will be relocated, (iii) the date on which the move-in inspection will be completed, and (iv) the date you will receive keys to your comparable relocation unit.

COMPARABLE REPLACEMENT HOUSING OPTIONS

Listed below are comparable replacement housing options that HOU has determined are appropriate and available to your household’s needs based on the information you provided HOU. HOU staff will schedule a viewing of the relocation unit(s) identified below and, if needed, provide you with transportation and/or interpretation.

Address(es) of Comparable Replacement Housing Available to Your Household

All replacement housing will have passed inspection before being offered to you to ensure it is decent, safe and sanitary. After viewing one of the units listed above, the head of your household will have five (5) business days to accept or reject the offered unit in writing. Please contact HOU immediately if you believe this unit is not comparable replacement housing. We can explain our basis for selecting this unit and discuss your concerns.

IMPORTANT: IF YOU HAVE BEEN OFFERED REPLACEMENT HOUSING ABOVE, PLEASE CONTACT HOU WITHIN FIVE (5) BUSINESS DAYS TO SCHEDULE YOUR VISIT TO THE UNIT(S). (Or your relocation options may be offered to another household.)

2nd NOTICE OF ELIGIBILITY

The SHA has committed that every tenant in occupancy at the Clarendon Hill Apartments as of _____, the date on the GIN Notice, has the right to return and re-occupy a new unit at the Clarendon Hill site once the redevelopment project is complete (provided the tenant was not physically evicted for serious cause or signed an informed waiver of right to return). Therefore, after Clarendon Hill is redeveloped, every resident who was temporarily moved to a relocation unit will again be contacted by HOU and offered a new permanent affordable apartment at the redeveloped Clarendon Hill site without rescreening and afforded the same relocation assistance options below to move to their new, permanent unit.

You are eligible for relocation assistance, including:

A. Relocation Advisory Services

- 1) Services from HOU including referrals to comparable replacement homes, the inspection of replacement housing to ensure that it meets established standards, help in preparing claim forms for relocation payments, counseling, and other assistance to minimize the impact of the move from and back to Clarendon Hill Apartments. Examples of specific services include the following:
 - (a) conduct individual household assessments;
 - (b) determine resident needs, barriers, and benefits and use information to provide appropriate relocation assistance;
 - (c) discuss relocation benefits and rights provided in the Clarendon Hill Relocation Plan and Agreement;
 - (d) coordinate and educate residents on all relocation activities and benefits eligibility

B. Payment for Moving Expenses *(choose one option)*

- 1) **Contracted Move without Charge** - Use the professional moving company contracted by SHA/ HOU and receive packing materials, utility reconnection fee reimbursement, and a \$100.00 dislocation allowance.
- 2) **Self-Move Reimbursement** *(only for moves of less than 50 miles)* - Do the move on your own and be reimbursed after the move for all documented and reasonable out-of-pocket expenses.
- 3) **Self-Move Lump Sum** - Take a lump sum payment based on the “Fixed Residential Moving Cost Schedule” for your current bedroom unit size** instead of being reimbursed for documented, reasonable out-of-pocket

expenses (no separate \$100 dislocation or other moving allowance).

**As of August 26, 2021 this is \$1,100 for one bedroom, \$1,250 for two bedroom and \$ 1,400 for three bedroom apartments

C. **Replacement Housing Assistance**

1) **Replacement Rental Assistance**

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. You will pay your rent to SHA and you will not be responsible for utilities.

2) **Down Payment Assistance**

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.

D. **Appliance Buy-Back Option**

To facilitate your relocation and rehousing, households who own washers and/or dryers at the time of their relocation move will be paid \$200 per appliance at the time you must give up the appliance(s) - i.e., either at the time of relocation (e.g., because there is no washer/dryer hook up) or at the time of re-occupancy at the redeveloped Clarendon site, where all units will be equipped already with new washer and dryer in each unit. *Upon request*, the Relocation Staff will assist residents who believe their appliances are valued more than \$200 to list them on Craigslist or a similar platform.

E. **Laundry Stipend**

For residents who currently have a washing machine and/or clothes dryer and whose relocation unit does not have the means to install these or provide other no cost onsite laundry, the SHA will provide the family a laundry stipend of \$20 per person per month to cover commercial laundry.

F. **School Transportation Reimbursement**

Households with vehicles whose students' school commute is substantially increased due to relocation shall be reimbursed for additional mileage to transport their child/ren (at the Standard Mileage Rate established by the Internal Revenue Service, in effect at the time of travel, currently 58.5 cents/mile as of January 1, 2022). Households without a vehicle whose students' school commute is substantially increased due to the relocation shall be reimbursed for the additional reasonable costs of transportation to and from school and from after school activities

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

Households may be reimbursed for a total of up to \$500 per household on a case-by-case basis for documented additional unusual or special expenses due to their relocation, as determined by SHA to be reasonable and necessary, where not otherwise covered additional unusual or special expenses due to their relocation, inclusive of certain transportation-related and appliance buy-back described above.

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 any other assistance to fully participate in the relocation process.

Right to Appeal

SHA and HOU staff will undertake every effort to best accommodate resident needs during their relocation and coordinate resident relocation with support of family members, supportive services, and emergency contacts to avoid eviction. This includes employing informal conferences in an attempt to address any issues. As such, any adverse determination of ineligibility or change in eligibility status of an “Affected Resident” (as defined by the Clarendon Hill Relocation Plan and Agreement), SHA shall report in writing to HOU within ten (10) calendar days of such determination or change in eligibility.

An eviction related to non-compliance with a requirement related to carrying out a project (e.g., failure to move or relocate when instructed, or to cooperate in the relocation process) shall not negate a person’s entitlement to relocation payments and other assistance set forth in 49 CFR Part 24 and the Clarendon Hill Relocation Plan and Agreement. Eviction should be employed only as a last resort and shall be undertaken in conformance with applicable state and local law and carried out in the manner described in 49 CFR 24.206 (as amended and as it may be amended).

You have the right to appeal SHA’s determination of eligibility for relocation assistance if you feel that your eligibility and application for relocation assistance was not properly considered.

Grounds for an appeal may include:

- A determination by the SHA/HOU staff of the individual’s eligibility or ineligibility as an “Affected Resident”;
- A determination by SHA/HOU staff of the scope and amount of relocation assistance made available to an Affected Resident, including advisory services, moving expenses, and replacement housing payments;
- Any decision to relocate the family, including the terms and conditions of the move, or the amount and scope of relocation benefits; and/or
- The SHA/HOU staff’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. A written decision on the appeal, including statement of facts and findings, must be made by SHA within five (5) calendar days after the hearing. A person dissatisfied with the SHA's decision may appeal to the DHCD within thirty (30) days of receipt of the SHA's written decision.

DO NOT MOVE, commit to purchase, or rent a replacement dwelling before you have a chance to discuss with HOU. Replacement housing payments cannot be made for a dwelling that does not pass inspection and is not approved by SHA/HOU staff. Once a relocation unit is accepted, HOU staff will: (1) schedule a moving date with you, (2) arrange with advance notice to have a pest inspection done at your current unit, and (3) assist with transferring utilities and/or establishing new utilities in the relocation unit, as needed.

You have previously received a copy of the booklet "Relocation Assistance to Persons Displaced from Their Homes.". Please read the brochure carefully. It explains your rights.

If you have any questions about this 120-Day Notice or your eligibility for relocation assistance and payment options, please contact Bryan Capretti, at (617)-655- 6621 or Michelle Yip at (617) 865-2851. HOU relocation staff will assist you with your moving plans and physical move and ensure that you preserve your eligibility for all the relocation services and re-occupancy rights to which you are entitled.

This letter is important to you and should be retained.

Sincerely,

Joseph Macaluso
Executive Director
Somerville Housing Authority

ACKNOWLEDGMENT OF RECEIPT

I _____ of _____ acknowledge receipt of this 120-Day Notice.

(Resident Signature) Date



SOMERVILLE HOUSING AUTHORITY

30 Memorial Road, Somerville, Massachusetts 02145

Telephone (617) 625-1152 Fax (617) 628-7057 TDD (617) 628-8889

Clarendon Hill

90-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 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 ចាំបាច់ត្រូវចម្លងភាសាផ្សេងៗ

សូមម្ចាស់ឬមេខេងទៅរាយការណ៍ ឬ អញ្ជើញមកមក់មង់ដោយផ្ទាល់នៅការិយាល័យយើងផ្ទុំ។

Sa a se yon dokiman epòtan. 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 أعلاه أو أن تفضل بالجيء 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. 617-655-6621

Date: _____

Address: _____

Dear _____.

On May 9, 2022, you were issued an advance 120 Day Notice to Vacate without an identified unit which informed you the date by which you must vacate your apartment. Earlier we informed you that we would offer you at least two comparable (affordable) replacement dwellings that are decent, safe and sanitary and appropriate to your household’s needs, where you will continue to pay the same 32% of household income as rent directly to the SHA.

This is your “90-Day Notice to Vacate” giving you at least 3 months advance notice that the earliest date by which you can be required to vacate your current Clarendon Hill Apartment is _____. The effective date of this 120-Day Notice is _____. Therefore, the earliest by which you may be required to move is _____ which is 90-days

after the date on this Notice.

NOTE: Although you cannot be required to move earlier than _____ you may choose to move to an offered relocation unit before this earliest required move date.

Our records indicate that on _____, you met with the Housing Opportunities Unlimited (HOU) relocation staff to discuss your relocation needs and options. You have also received information about the relocation benefits you are entitled to under the Clarendon Hill Relocation Plan and Agreement.

If you accept a comparable replacement unit offered below, you may choose, but cannot be required, to move earlier than 30 days after the unit is offered and made available to you. If no comparable relocation unit is identified in this Notice below, you must be provided with an additional "90-Day Notice to Vacate" which will identify at least one address of a comparable relocation unit available to your family. You will also be provided with a further "30-Day Notice to Vacate" which provides (i) at least 30 days advance notice of the specific date by which you are required to move, (ii) the address to which you will be relocated, (iii) the date on which the move-in inspection will be completed, and (iv) the date you will receive keys to your comparable relocation unit.

COMPARABLE REPLACEMENT HOUSING OPTIONS

Listed below are comparable replacement housing options that HOU has determined are appropriate and available to your household's needs based on the information you provided HOU. HOU staff will schedule a viewing of the relocation unit(s) identified below and, if needed, provide you with transportation and/or interpretation.

Address(es) of Comparable Replacement Housing Available to Your Household

All replacement housing will have passed inspection before being offered to you to ensure it is decent, safe and sanitary. After viewing one of the units listed above, the head of your household will have five (5) business days to accept or reject the offered unit in writing. Please contact HOU immediately if you believe this unit is not comparable replacement housing. We can explain our basis for selecting this unit and discuss your concerns.

IMPORTANT: IF YOU HAVE BEEN OFFERED REPLACEMENT

**HOUSING ABOVE, PLEASE CONTACT HOU WITHIN FIVE (5)
BUSINESS DAYS TO SCHEDULE YOUR VISIT TO THE UNIT(S).
(Or your relocation options may be offered to another household.)**

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 any other assistance to fully participate in the relocation process.

Right to Appeal

SHA and HOU staff will undertake every effort to best accommodate resident needs during their relocation and coordinate resident relocation with support of family members, supportive services, and emergency contacts to avoid eviction. This includes employing informal conferences in an attempt to address any issues. As such, any adverse determination of ineligibility or change in eligibility status of an “Affected Resident” (as defined by the Clarendon Hill Relocation Plan and Agreement), SHA shall report in writing to HOU within ten (10) calendar days of such determination or change in eligibility.

An eviction related to non-compliance with a requirement related to carrying out a project (e.g., failure to move or relocate when instructed, or to cooperate in the relocation process) shall not negate a person’s entitlement to relocation payments and other assistance set forth in 49 CFR Part 24 and the Clarendon Hill Relocation Plan and Agreement. Eviction should be employed only as a last resort and shall be undertaken in conformance with applicable state and local law and carried out in the manner described in 49 CFR 24.206 (as amended and as it may be amended).

You have the right to appeal SHA’s determination of eligibility for relocation assistance if you feel that your eligibility and application for relocation assistance was not properly considered.

Grounds for an appeal may include:

- A determination by the SHA/HOU staff of the individual’s eligibility or ineligibility as an “Affected Resident”;
- A determination by SHA/HOU staff of the scope and amount of relocation assistance made available to an Affected Resident, including advisory services, moving expenses, and replacement housing payments;
- Any decision to relocate the family, including the terms and conditions of the move, or the amount and scope of relocation benefits; and/or
- The SHA/HOU staff’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. A written decision on the appeal, including statement of facts and findings, must be made by SHA within five (5) calendar days after the hearing. A person dissatisfied with the SHA's decision may appeal to the DHCD within thirty (30) days of receipt of the SHA's written decision.

DO NOT MOVE, commit to purchase, or rent a replacement dwelling before you have a chance to discuss with HOU. Replacement housing payments cannot be made for a dwelling that does not pass inspection and is not approved by SHA/HOU staff. Once a relocation unit is accepted, HOU staff will: (1) schedule a moving date with you, (2) arrange with advance notice to have a pest inspection done at your current unit, and (3) assist with transferring utilities and/or establishing new utilities in the relocation unit, as needed.

You have previously received a copy of the booklet "Relocation Assistance to Persons Displaced from Their Homes.". Please read the brochure carefully. It explains your rights.

If you have any questions about this 90-Day Notice or your eligibility for relocation assistance and payment options, please contact Bryan Capretti, at (617)-655- 6621 or Michelle Yip at (617) 865-2851. HOU relocation staff will assist you with your moving plans and physical move and ensure that you preserve your eligibility for all the relocation services and re-occupancy rights to which you are entitled.

This letter is important to you and should be retained.

Sincerely,

Joseph Macaluso
Executive Director
Somerville Housing Authority

ACKNOWLEDGMENT OF RECEIPT

I _____ of _____ acknowledge receipt of this 120-Day Notice.

(Resident Signature)

Date

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

| A | | B | | C | | D | | E | | F | |
|----|---------------------------------|---------------------------|-----------------------|-------------|-----------------------|------------|--|---|--|---|--|
| I | Name | owner/manager | Address | Units Total | Unit Mix | Location | | | | | |
| 2 | BF Faulkner Tower | | 25 Highland Ave | 129 | 109 - 1 bed; 20 2-bed | Somerville | | | | | |
| 3 | Cobble Hill | CMJ Management | 84 Washington St | 223 | 190 1-be; 33 2-bed | Somerville | | | | | |
| 4 | Kent Street Apartments | The Community Builders | 32 Kent Street | 40 | 16 2-bed; 4 3-bed | Somerville | | | | | |
| 5 | Mt Pleasant Apartments | Peabody Properties | 70 Perkins Street | 65 | 42 1-bed; 23 2-bed | Somerville | | | | | |
| 6 | Mt. Vernon I | High Street Property Mngt | 54 Mt. Auburn | 8 | 8 1-bed | Somerville | | | | | |
| 7 | Mt. Vernon III | High Street Property Mngt | 80 Mt. Auburn | 7 | 7 1-bed | Somerville | | | | | |
| 8 | Pearl Street 219-221 | John Giacalone | 219-221 Pearl | 6 | 1 2-bed; 5 3-bed | Somerville | | | | | |
| 9 | Pearl Street Park | EP Management | 240 Pearl | 85 | 85 1-bed | Somerville | | | | | |
| 10 | Somerville | SHA | 75 Myrtle Street | 134 | 134 1-bed | Somerville | | | | | |
| 11 | Visiting Nurse Assisting Living | | 259 Lowell Street | 97 | 97 1-bed | Somerville | | | | | |
| 12 | VNA | | 405 Alewife Brook Pky | 99 | 99 1-bed | Somerville | | | | | |
| 13 | Walnut Street 110 | SCC | 110 Walnut Street | 12 | 6 1-bed; 6 2-bed | Somerville | | | | | |
| 14 | Walnut Street Center | SCC | 27 Bonair | 30 | 30 studio | Somerville | | | | | |
| 15 | 33 Bow Street | SCC | 33 Bow Street | 18 | 2,3 & 4 bed | Somerville | | | | | |
| 16 | 109 Gillman Street | SCC | 109 Gillman Street | 6 | 3-bed | Somerville | | | | | |
| 17 | 75 Cross Street | SCC | 75 Cross Street | 8 | formerly homeless | Somerville | | | | | |
| 18 | Linden Street Apts | SCC | Linden Street | 42 | 1, 2 & 3 bed | Somerville | | | | | |
| 19 | St Polycorp Village | SCC | | 84 | | Somerville | | | | | |
| 20 | Sewall Place | SCC | | 14 | SRO's | Somerville | | | | | |
| 21 | Temple Street Condo | SCC | 65 Temple Street | | ownership | Somerville | | | | | |
| 22 | 181 Washington Street | SCC | 181 Washington | 35 | | Somerville | | | | | |
| 23 | | | | | | | | | | | |
| 24 | Center House | CASCAP | 167 Highland | | | Somerville | | | | | |
| 25 | Cascap, Inc | | 231 Somerville Ave | | | Somerville | | | | | |
| 26 | JF Kennedy Apts | CHA | 55 Essex Street | 69 | | Cambridge | | | | | |
| 27 | Leonard Russell Apts | CHA | 2050 Mass. Ave. | 71 | | Cambridge | | | | | |
| 28 | Russell Towers | CHA | 56 Willow Street | 142 | | Cambridge | | | | | |

APPENDIX H:

RESIDENT CHARACTERISTICS

Clarendon Hill Demographic Information

| Head of Household and All Household Member Statistics By Age | | | | | | | | | | | | | |
|---|-----------|---------------|------------|---------------|------------|----------------|-------------------------|------------|---------------|------------|---------------|------------|----------------|
| Heads of Household | | | | | | | Entire Household | | | | | | |
| Age | Male | % | Female | % | Total | % | Age | Male | % | Female | % | Total | % |
| Under 18 | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | Under 18 | 104 | 21.62% | 86 | 17.88% | 190 | 39.50% |
| 19-24 | 0 | 0.00% | 1 | 4.9% | 1 | 0.49% | 19-24 | 14 | 2.91% | 19 | 3.95% | 33 | 6.88% |
| 25-34 | 4 | 1.94% | 37 | 17.98% | 41 | 19.90% | 25-34 | 12 | 2.49% | 47 | 9.77% | 59 | 12.27% |
| 35-44 | 9 | 4.37% | 4 | 20.87% | 52 | 25.24% | 35-44 | 15 | 3.12% | 49 | 10.19% | 64 | 13.31% |
| 45-54 | 8 | 3.88% | 46 | 23.30% | 56 | 27.18% | 45-54 | 11 | 2.29% | 56 | 11.64% | 67 | 13.93% |
| 55-64 | 13 | 6.31% | 25 | 12.14% | 38 | 18.45% | 55-64 | 14 | 2.91% | 29 | 6.03% | 43 | 8.94% |
| 65-74 | 3 | 1.48% | 8 | 3.88% | 11 | 5.34% | 65-74 | 5 | 1.04% | 10 | 2.08% | 15 | 3.12% |
| 74-85+ | 0 | 0.00% | 7 | 3.40% | 7 | 3.40% | 74-85+ | 2 | 0.42% | 8 | 1.66% | 10 | 2.08% |
| TOTALS | 37 | 17.96% | 169 | 82.04% | 206 | 100.00% | TOTALS | 177 | 36.80% | 304 | 63.20% | 481 | 100.00% |

| Race | | | | | | | | | | | | | |
|--------------------------|-----------|---------------|------------|---------------|------------|----------------|-------------------------|------------|---------------|------------|---------------|------------|----------------|
| Head of Household | | | | | | | Entire Household | | | | | | |
| Race | Male | % | Female | % | Total | % | Age | Male | % | Female | % | Total | % |
| White | 8 | 25% | 113 | 54.85% | 130 | 63.11% | White | 115 | 23.91% | 209 | 43.4% | 324 | 67% |
| Black/African American | 0 | 0.00% | 4 | 21.84% | 59 | 28.64% | Black/African American | 44 | 9.15% | 75 | 0.00% | 119 | 24.74% |
| Asian | 17 | 2.43% | 11 | 5.34% | 18 | 7.77% | Asian | 18 | 3.33% | 17 | 3.53% | 33 | 6.88% |
| Indian | 1 | 0.49% | 0 | 0.00% | 1 | 0.49% | Indian | 2 | 0.42% | 3 | 0.62% | 5 | 1.04% |
| TOTALS | 37 | 17.96% | 169 | 82.04% | 206 | 100.00% | TOTALS | 177 | 36.80% | 304 | 63.20% | 481 | 100.00% |

Clarendon Hill Relocation Plan and Agreement

This data is as of March 2017. It will be updated as we move forward.

Clarendon Hill Demographic Information

| Languages | | | | | | |
|--------------------|-----------|--------------|------------|---------------|------------|----------------|
| Heads of Household | | | | | | |
| Language | Male | % | Female | % | Total | % |
| Spanish | 5 | 2.43 | 40 | 19.42% | 45 | 21.84% |
| English | 17 | 8.25 | 86 | 41.75% | 103 | 50.00% |
| Vietnamese | 1 | 0.49% | 1 | 0.49% | 2 | 0.97% |
| Chinese | 0 | 0.00% | 2 | 0.97% | 2 | 0.97% |
| Bengali | 1 | 0.49 | 3 | 1.48% | 4 | 1.94% |
| Portuguese | 0 | 0.00% | 10 | 4.85% | 10 | 4.85% |
| Creole | 7 | 3.40% | 8 | 3.88% | 15 | 7.28% |
| Unknown | 6 | 2.91% | 19 | 9.22% | 25 | 12.14% |
| TOTALS | 37 | 17.96 | 169 | 82.04% | 206 | 100.00% |

| Bedroom Sizes | | | | | | | | |
|-----------------------|------------|----------------|-----------------------------|----------------|--------|------------------------------------|----------------|--------|
| Current Bedroom Sizes | | | PH Qualifying Bedroom Sizes | | | Section 8 Qualifying Bedroom Sizes | | |
| BR Size | # | % | BR Size | Housing | % | BR Size | Housing | % |
| 1 | 34 | 16.50% | 1 | 50 | 24.27% | 1 | 53 | 25.73% |
| 2 | 139 | 67.48% | 2 | 106 | 51.46% | 2 | 112 | 54.37% |
| 3 | 31 | 15.05% | 3 | 46 | 22.33% | 3 | 39 | 18.93% |
| 4 | 2 | 0.97% | 4 | 4 | 1.94% | 4 | 2 | 0.97% |
| 5 | 0 | 0.00% | 5 | 0 | 0.00% | 5 | 0 | 0.00% |
| TOTALS | 206 | 100.00% | 206 | 100.00% | | 206 | 100.00% | |

| Phase 1 Bedroom Sizes | | | |
|-----------------------|------------|----------------|----------|
| BR Size | Housing | % | WCU? |
| 1 | 15 | 13.51% | 1 |
| 2 | 83 | 74.77% | 2 |
| 3 | 13 | 11.71% | 0 |
| 4 | 0 | 0.00% | 0 |
| 5 | 0 | 0.00% | 0 |
| TOTALS | 111 | 100.00% | 3 |

| Phase 2 Bedroom Sizes | | | |
|-----------------------|-----------|----------------|----------|
| BR Size | Housing | % | WCU? |
| 1 | 19 | 20.00% | 1 |
| 2 | 56 | 58.95% | 2 |
| 3 | 18 | 18.95% | 0 |
| 4 | 2 | 2.11% | 0 |
| 5 | 0 | 0.00% | 0 |
| TOTALS | 95 | 100.00% | 2 |

Clarendon Hill Demographic Information

| Phase 1 | | |
|-----------------------------|-----------|----------------|
| School-Aged Kids by BR Size | | |
| BR Size | # | % |
| 1 | 0 | 0.00% |
| 2 | 43 | 58.90% |
| 3 | 24 | 32.88% |
| 4 | 6 | 8.22% |
| TOTALS | 73 | 100.00% |

| Gross Income | | |
|-------------------|------------|----------------|
| Income Range | # | % |
| \$0 - 4,999 | 38 | 18.45% |
| \$5,000 - 9,999 | 36 | 17.48% |
| \$10,000 - 19,999 | 79 | 36.89% |
| \$20,000 - 29,999 | 32 | 15.53% |
| \$30,000 - 39,999 | 14 | 6.80% |
| \$40,000 - 49,999 | 7 | 3.40% |
| \$50,000 - 59,999 | 3 | 1.47% |
| \$60,000 - 69,999 | 0 | 0.00% |
| \$70,000 - 79,999 | 0 | 0.00% |
| TOTALS: | 206 | 100.00% |

| Somerville Only | | |
|-----------------|------------|---------------|
| BR Size | # | % |
| 1 | 21 | 10.19% |
| 2 | 79 | 38.35% |
| 3 | 17 | 8.25% |
| 4 | 2 | 0.97% |
| TOTALS | 119 | 57.77% |

| Phase 2 | | |
|-----------------------------|-----------|----------------|
| School-Aged Kids by BR Size | | |
| BR Size | # | % |
| 1 | 0 | 0.00% |
| 2 | 23 | 34.85% |
| 3 | 36 | 54.55% |
| 4 | 7 | 10.81% |
| TOTALS | 66 | 100.00% |

| Return to Clarendon | | |
|---------------------|------------|---------------|
| BR Size | # | % |
| 1 | 28 | 13.59% |
| 2 | 117 | 58.80% |
| 3 | 28 | 13.59% |
| 4 | 2 | 0.97% |
| TOTALS | 175 | 84.95% |

| Phase 1 | | |
|---------------------------------|-----------|---------------|
| W. Somerville School by BR Size | | |
| BR Size | # | % |
| 1 | 0 | 0.00% |
| 2 | 10 | 13.70% |
| 3 | 5 | 6.85% |
| 4 | 1 | 1.37% |
| TOTALS | 16 | 21.92% |

| Phase 2 | | |
|---------------------------------|-----------|---------------|
| W. Somerville School by BR Size | | |
| BR Size | # | % |
| 1 | 0 | 0.00% |
| 2 | 7 | 10.81% |
| 3 | 11 | 16.67% |
| 4 | 1 | 1.52% |
| TOTALS | 19 | 28.79% |

"Return to Clarendon" means that those families indicated that they want to return. All families have the right to return.

Clarendon Hill Demographic Information

| Ineligible HoHs By Bedroom Size | | |
|---------------------------------|-----------|---------------|
| BR Size | # of HoHs | % |
| 1 | 3 | 1.40% |
| 2 | 31 | 15.05% |
| 3 | 8 | 3.88% |
| TOTALS | 42 | 20.39% |

| Reasonable Accommodation Needs By Bedroom Size (Based on Surveys) | | | | |
|--|---------------|-----------|-----------|-----------|
| Reason for RA | Bedroom Sizes | | | TOTALS |
| | 1 | 2 | 3 | |
| Wheelchair unit | 1 | 3 | 0 | 4 |
| 1st Fl/Elev | 8 | 1 | 2 | 7 |
| Grab bar | 7 | 1 | 1 | 9 |
| PCA | 1 | 1 | 0 | 2 |
| Shower Chair | 3 | 1 | 0 | 4 |
| Near Hospital | 0 | 0 | 1 | 1 |
| Low Noise Area | 0 | 0 | 1 | 1 |
| Add'l BR | 3 | 0 | 1 | 4 |
| TOTALS | 31 | 47 | 11 | 89 |

| Elderly Households By Bedroom Size Criteria: 62+ | | |
|---|-----------|----------------|
| BR Size | # | % |
| 1 | 9 | 30.00% |
| 2 | 20 | 66.67% |
| 3 | 1 | 3.33% |
| TOTALS | 30 | 100.00% |

| Handicap/Disabled By Bedroom Size (based on surveys) | | |
|---|-----------|----------------|
| BR Size | # | % |
| 1 | 3 | 31.71% |
| 2 | 20 | 48.78% |
| 3 | 8 | 19.51% |
| TOTALS | 41 | 100.00% |

APPENDIX I:
RESIDENT RELOCATION NEEDS SURVEY
a.k.a. Household/Resident Assessment

APPENDIX I:

RESIDENT RELOCATION NEEDS SURVEY

a.k.a. Household/Resident Assessment

THE RESIDENT MAKES THE DIFFERENCE

Resident Relocation Needs Assessment
Clarendon Hill
 (revised Feb 5, 2020)

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

Head of household name: _____

Address (including unit #): _____

Home Phone: _____ Cell: _____ Work: _____

E-mail: _____

Best Time or Date to be reached: _____ May we call you at work? Y / N

Optional: Alternate/Emergency Contact HOU may contact if we are unable to reach you:

Name: _____ Phone: _____ Relationship: _____

Please list all occupants on your lease:

| Name | Relationship | Date of Birth | Age | Gender |
|------|-------------------|---------------|-----|--------|
| | Head of Household | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Total # in household: _____ Current size unit: _____ **Office Only: Eligible unit size:** _____

1. Do you anticipate any changes to your household composition over the next 12 Months?

- Yes
- No

If Yes: Will you be adding or removing a household member? _____

2. What is the primary language spoken in your household?

- English
- Spanish
- Other (list) _____
- Interpretation Required: [] Yes [] No

3. Does the head of household require any translations?

- Yes, language(s): _____
- No

4. Does the head of household have difficulty reading in their primary language?

- Yes
- No

5. Are you or any household member(s) disabled?

- Yes. If so, please provide the names of the household member(s): _____
- No

6. Do you require a unit which will need special features to accommodate the disability of any household member (i.e., unable to climb stairs, needs assistance rails [grab bars] in bathroom, requires wheelchair accessibility, needs special equipment for vision and/or hearing impairment(s), has a live-in aide, etc). If yes, please describe special unit needs:

- No modifications to the unit
 - Wheelchair-Accessible Unit
 - A Sensory-Impaired-Accessible Unit
 - First floor or elevator building
 - Grab bar
 - Personal care attendant
 - Additional bedroom
 - Other Physical Adaptations or Accommodations (please explain)
-
-

7. Do you or any household members currently have outside service providers that come into your home (i.e. elder services, homemaking services, personal care services, Meals on Wheels, etc)?

- No
- Yes

If yes, please provide agency name/s and contact information:

8. Do any family members 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

9. Do you prefer a smoking or non smoking temporary unit?

- Smoking
- Non smoking

10. Where do the children in your home go to school/day care/after school?

| Name of Child | Grade | Name of School/Program and address | Mode of transportation? (walk, school bus, car, bicycle, public transit bus or train, carpool) | After School Program |
|---------------|-------|------------------------------------|---|----------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

11. Do you or any member of your family travel regularly to a job, college or supportive service program such as counseling, child care, job training, etc.?

- No
- Yes, please list below

| Household member | Organization/Employer Name/College | Location/Address |
|------------------|------------------------------------|------------------|
| | | |
| | | |
| | | |

| | | |
|--|--|--|
| | | |
| | | |
| | | |

12. Please indicate in numbered order your preference for relocation housing. Please note that all options are subject to availability:

- Remain on site in original Clarendon Hill development (limited space)
- Transfer to other SHA family (Mystic) or elderly/disabled public housing development
- Move to other subsidized housing in Somerville
- Move in with family
- Buy a home
- Other (specify): _____

Please indicate your preferred city/town for relocation housing:

- Remain in Somerville
- Relocate out of Somerville but remain in Massachusetts (list preferred communities)

1. _____
2. _____
3. _____

Relocate out of Massachusetts (list preferred communities)

1. _____
2. _____
3. _____

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

- Automobile, note how many in the household: _____
- Public Transportation (bus, train, etc)
- Walk/Bicycle
- Other

14. Do you have any extended travel plans, hospitalizations or plans to be absent from your unit within the next 12 months?

- No

- Yes (please provide brief explanation and dates)
-

15. What type of moving assistance would you prefer?

- Option 1:** Use the services of a professional moving company, including packing materials, packing/unpacking (if needed), utility reconnection fee reimbursement and receive a dislocation allowance of **\$100.00**.

OR

- Option 2:** Undertake the move on your own and be reimbursed for all documented reasonable out-of-pocket expenses. Examples of reasonable expenses including packing and moving costs, up to 12 months of storage costs, utility reconnection fees, etc.

16. If you choose Option 1, will you need assistance in packing your belongings?

- No
 Yes

17. Do you have any specialized equipment or materials that must be moved to your permanent unit? (If yes, list below)

18. Do you have any pet(s)? *Include fish, birds, gerbils, rabbits, cats, dogs*

- No
 Yes What kind of pet(s) and how many of each? _____

19. Do you have a LifeLine/ Life Alert?

- No
 Yes

20. Do you own a washer or dryer or any other appliances in your unit?

- No
 Yes: please identify type of appliance: _____

Please note the following:

- This information will be kept confidential and not shared with anyone unless you provide written consent.
- This information will be shredded when no longer needed.
- You are entitled to a copy of this completed form.

Interview date: _____

Time: _____

Interviewer's Name: _____

Interpreter/Translator's Name: _____

Head of Household Signature: _____

Co-Head of Household Signature: *(if any)* _____

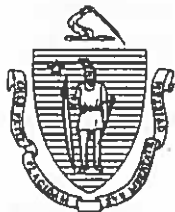
Notes and Observations:

APPENDIX J:
RELOCATION BUDGET SUMMARY

| | |
|---------------------------------|------------------|
| 1. Relocation Consultant Costs | 1,180,268 |
| 2. School transportation | 506,739 |
| 3. Laundry | 164,063 |
| 4. Dislocation Allowance (HOU) | 220,500 |
| Relocation Rent Cost | 1,745,657 |
| Rental contingency | 3,882,774 |
| Total Uses | 7,700,000 |

APPENDIX K:

DHCD LETTER TO SHA DATED APRIL 13, 2017



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

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Komegay, 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;

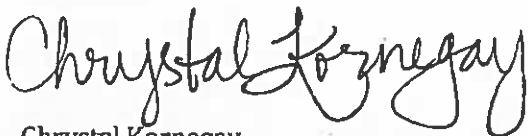
Ronald Bonney, Jr, Chair
April 13, 2017

Page 2

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

APPENDIX L:

**Somerville Housing Authority
CURRENT GRIEVANCE PROCEDURES**

Appendix L

**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.

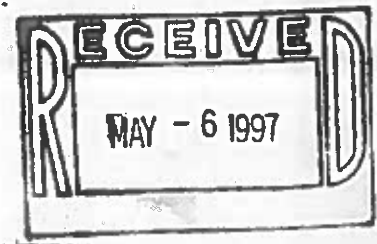
B. Grievant - Any tenant in state subsidized public housing who has signed an SHA lease may use this grievance procedure. Any person who is listed on the latest continued occupancy form as a member of the tenant household who remains on the premises after the tenant has vacated may also use this grievance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