



Lenox Apartments Relocation Plan

Prepared by: Housing Opportunities Unlimited

For

**Beacon Communities LLC and
the Boston Housing Authority**

April 30, 2020

TABLE OF CONTENTS

I. INTRODUCTION

II. PROJECT OVERVIEW

III. RESIDENT CHARACTERISTICS

IV. RESIDENT NOTIFICATIONS

V. RELOCATION SERVICES AND PROCEDURES

VI. MOVING ASSISTANCE AND RELOCATION EXPENSES

VII. GRIEVANCE AND APPEALS PROCEDURES

VIII. RELOCATION RECORDKEEPING AND NOTICES

APPENDIX A: SITE MAP/PHASING SCHEDULE

APPENDIX B: RELOCATION BUDGET

APPENDIX C: LENOX DEMOGRAPHIC INFORMATION

APPENDIX D: RELOCATION NEEDS ASSESSMENT FORM

APPENDIX E: RELOCATION NOTICES

APPENDIX F: GLOSSARY OF TERMS

I. INTRODUCTION

The Relocation Plan sets forth the specific policies, procedures rights and benefits that will govern the relocation of all Affected Residents of the Lenox Apartments development (Lenox), which is undergoing substantial rehabilitation pursuant to Section 18 of the U. S. Housing Act of 1937 (Section 18). At closing ownership of Lenox will be transferred to an affiliate of Beacon Communities LLC (Beacon), BC Lenox Limited Partnership. Through this Plan, Beacon and the Boston Housing Authority (BHA) seek to ensure that all Affected Residents are treated fairly, consistently and equitably so that no one suffers disproportionate hardships due to moves necessary to complete the Project.

Beacon and the BHA have determined that although not required under Section 18, this Plan shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the URA), 42 U.S.C Section 4601 *et seq.* (URA) and its implementing regulations at 49 C.F.R. Part 24. The plan will also comply with the applicable requirements under state and local regulations, including M.G.L. Chapter 79A and implementing regulations at 760 CMR 27.00 *et seq.* (collectively, Governing Laws).

The Plan will be available to all Affected Residents at Beacon Residential Management office at Lenox at 136 Lenox Apartments, Boston, MA 02118. Residents will be informed that they may submit written comments to BHA at the address provided below, or c/o Beacon Residential Management and/or the Bureau of Relocation at the Massachusetts Department of Housing and Community Development (DHCD) within 10 business days of the Plan's publication. Any comments submitted to HOU or Beacon will be forwarded to the Bureau of Relocation within 5 business days.

Persons who may be contacted regarding this relocation plan include the following:

Relocation Agent

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II. PROJECT OVERVIEW

A. Background and Existing Site Description

Built in 1939, Lenox Apartments is a 285-unit BHA federal public housing development containing 12 three-story walk-up buildings located in the Lower Roxbury neighborhood of Boston. The existing unit breakdown of the 285 units includes 123 one-bedroom, 120 two-

bedroom and 42 three-bedroom units. Lenox is currently managed by Beacon Residential Management (BRM).

Beacon Communities LLC has been selected by the BHA to redevelop Lenox with financial closing on Lenox anticipated to occur in October 2020. At closing, ownership will be transferred from the BHA to Beacon Communities LLC, an affiliate of BC Lenox Limited Partnership. Lenox will be owned under a long-term ground lease by a low-income housing tax credit partnership similar to other BHA mixed finance transactions.

In December 2019, BHA submitted an application to HUD through its demolition disposition program. Beacon and BHA are awaiting final approval of the application which is anticipated in Spring 2020. HUD will require the BHA to provide updates to any changes to the relocation schedule.

B. Redevelopment Project Overview

Beacon is proposing an acquisition rehab transaction. At closing, households currently living at Lenox whose income is at or below 80% of AMI and meet the Section 8 occupancy standards will qualify for Section 8 Project Based Vouchers (PBVs).

It is anticipated that ninety-five percent of units will receive PBVs. The remaining 5% are anticipated to be for over-income households who will enter into an agreement with BRM designed to cap annual rent increases and set a maximum rent on the unit at levels that will be affordable and avoid displacing these households. Upon turnover in these units, Beacon will request a PBV for them from the BHA, so that they are filled with a Section 8 PBV eligible household.

The substantial rehabilitation of Lenox will include the following common area upgrades:

- New storm drains on the site;
- New site lighting;
- New play area;
- Insulation and ventilation of building crawl spaces;
- New security system;
- Cleaning and repair of the building masonry facades and entry canopies and structural repairs to the buildings;
- New building entry doors and intercom systems;
- New windows;
- Cleaning and repair of common hallways, stairwells and guardrails;
- Accessibility improvements throughout the site;
- Life safety systems will be brought up to code; and
- Elimination of antiquated, inefficient heating and hot water plant centralized at the management building and provision of high-efficiency plants to all but the 2 smallest buildings.

Renovations will also include a complete renovation of the Management Building, including reconfiguration and expansion of the management offices, incorporation of new community amenities (including community room and kitchen, computer learning center, wellness office, task force office, music room, fitness rooms, storage and filing rooms), new elevator, new roof, new heating and DHW plant. The Butler Center in the basement of 16 Ditmus Court, currently being used as community space, will be converted to maintenance space, including office space and the addition of a lift.

The in-unit upgrades will include:

- Insulating the exterior walls of the buildings;
- New apartment entry doors and hardware and interior doors, as needed;
- New electrical load centers;
- LED lighting;
- Addition of closet space in bedrooms

- Full renovations of kitchens and bathrooms, including painting, new exhaust systems, flooring, cabinets, countertops, appliances, sinks and faucets, tubs and tub surrounds, showerheads and accessories; and
- Accessibility improvements to 15 units to make them fully compliant with accessibility codes

C. Project Phasing and Timeline

It is anticipated that closing on Lenox will occur in October 2020 and that rehabilitation work will commence in November 2020 and be completed by November 2023 (approximately 36 months). Relocation will commence in mid/late Summer 2020. Beacon has procured D.F. Pray as their general contractor.

The rehabilitation plan for Lenox involves the rehabilitation of units in the 12 three-story buildings over 11 phases. Based upon the number of entryways in a building, each will be broken into subphases, with the majority having 2 subphases. Most entryways contain an average of 12 units, with 3-4 units on the 1st floor, 4 units on the 2nd floor and 4 units on the 3rd floor (See **Appendix A: Site Map/Phasing Schedule**). The rehab will be “rolling”, allowing construction to work on two subphases of units (approximately 24 units) at a time.

Currently there are 271 occupied units in the following breakdown: 118 one-bedroom, 112 two-bedroom and 41 three-bedroom units. There are 14 vacant units including 5 one-bedroom, 8 two-bedroom and 1 three-bedroom units. In order to minimize disruption to residents’ lives, Beacon plans to move the majority of residents once, into newly renovated units, as the plan is to rehabilitate vacant units and then move residents directly into these units.

Although anticipated to be a very small number, there may be a few households that are currently under-housed and require a four-bedroom unit. As there are no four-bedroom units at Lenox, these households will be permanently relocated to other BHA public housing developments. The Relocation Services Provider, Housing Opportunities Unlimited (HOU) will identify these under-housed households through their relocation assessment process.

Once BHA receives HUD approval of its Demonstration Disposition application, it will cease new leasing and occupancy of Lenox units in preparation for this rehabilitation effort. Through natural attrition and approved transfers to other BHA properties, we are hoping to have 25 vacant units at Lenox by the time of closing. In the event that there are not sufficient vacant units to accommodate one-way moves to a rehabilitated unit, some tenants may be temporarily relocated to a comparable off-site unit in the BHA portfolio and retain a right to return to Lenox. The duration of their relocation will be dependent upon where in the construction schedule the household’s rehabbed unit lies. It is not anticipated that any resident will be returning to their original unit.

D. Relocation Services Provider

Beacon has contracted with Housing Opportunities Unlimited (HOU), to provide comprehensive relocation services to the residents of Lenox who must move due to rehabilitation of the property. HOU has over thirty-seven years of experience providing relocation planning and implementation services, case management and resident services to the residents of over 200 assisted housing developments nationwide. HOU’s Relocation Staff will include a Relocation Coordinator and a Relocation Assistant, at least one of whom will be bilingual in Spanish and English. HOU will establish an office on-site at Lenox once the current restrictions resulting from the COVID-19 pandemic are lifted. For residents with accessibility issues, HOU will meet with residents in their homes.

E. Project Financing

Anticipated sources of funding for the Lenox substantial rehabilitation include a Mass Housing loan, Low Income Housing Tax Credit Equity and Federal and State Historic Tax

Credit Equity. BC Lenox Limited Partnership LLC has budgeted \$1,605,755 for the Lenox relocation activities. See **Appendix B: Relocation Budget**.

III. RESIDENT CHARACTERISTICS AND RELOCATION NEEDS

A. Resident Characteristics and Needs

There are 488 Affected Residents in 271 households at Lenox. There are 120 households occupying one-bedroom, 112 two-bedroom and 41 three-bedroom units. **Appendix C: Lenox Demographic Information** contains data on income and AMI, race, age, disability status and language needs of Lenox households.

Within the next month, HOU will begin conducting a relocation survey with all households, which will provide comprehensive information on resident's bedroom size needs, accessibility and reasonable accommodation issues, and other household concerns (pest issues, hoarding, etc.). The complete compilation of this information will ensure residents receive appropriate unit assignment in the rehabilitated Lenox Apartments and determine the need for any off-site relocation.

B. Resident Needs Assessment

The Relocation Staff will conduct individual Resident Relocation Needs Assessment sessions with all Affected Resident households to assess their current housing needs, as well as to learn of their concerns and potential barriers to relocation. For households whose first language is not English, the assessment will be conducted by a bilingual Relocation staff person or with a professional interpreter services company. Given the current COVID-19 crisis, Relocation Staff will administer these assessments either over the phone or, if possible, through video conferencing, if residents are willing and able to do so.

During the meeting, the Relocation Staff will administer the Needs Assessment to update each Lenox household's composition and to document other information that may be relevant in identifying a suitable relocation unit for each household; to ensure each household receives all of the relocation services, benefits and payments to which they are entitled; and to minimize the adverse impacts of relocation. At a minimum, the information documented on the Needs Assessment Form will:

- Assess the number of families to be relocated, including family size and bedroom size needs, and special consideration of the impact of relocation on elders and people with disabilities.
- For households with special needs, identify suitable relocation or rehousing unit (e.g., need for accessibility features or other reasonable accommodations, pets, proximity to services or family supports).
- Identify any planned vacations or hospitalizations during the relocation.
- Identify the need for assistance with relocation preparations (packing assistance, utility transfers, social service provider referrals and/or notifications, postal and address updates).
- Evaluate each household's furnishings, personal belongings, and appliances, with special attention to large furnishings, housekeeping/clutter/hoarding/ pest issues.
- Identify the need for pest infestation and/or hoarding resolution assistance; these issues will be addressed during the relocation process.
- Collect contact information for other family members, friends or advocates that may be contacted by Relocation Staff to assist in making preparations for relocating the family.
- Identify other issues of importance to the household.

Resident issues/needs that are identified through this survey will guide relocation planning.

See **Appendix D: Relocation Needs Assessment Form**

IV. RESIDENT NOTIFICATIONS

Throughout the Project, HOU Staff and the Development Team (Beacon and BHA) will maintain communication with Affected Residents to keep them informed of progress and to answer questions about the implementation of the Plan, including periodic meetings, notices, newsletters, flyers, website, door-to-door communication, and other in-person communications. Relocation Staff will communicate with residents via text and/or email if that is their preferred method of communication. Residents will be informed in writing, or via another appropriate and accessible modes of communication, of their right to reasonable accommodation to enable them to fully participate in all Project activities. All Project-related written communications will be translated into Spanish and meetings will be conducted in English and Spanish and other languages, as requested. If an Affected Resident has a first language other than English or Spanish, this will be noted by the Relocation Staff during the Assessment and reasonable accommodations will be made on a case-by-case basis to ensure that all Affected Residents receive correct, equal and timely communications.

All Affected Residents will be provided with regulatory relocation notices written in plain language, directed to the head of each household, that includes the name and telephone number (including the TDD number), of the person who may be contacted for further information so that tenants who are unable to read and understand the notices will be provided with appropriate translation, communication and counseling. The regulatory relocation notices will be in English, with translation into Spanish (and other languages, as needed) and provided by regular mail as well as via personal delivery in-hand, with all documentation of delivery as required under the Governing Laws. The following are all relocation notices required under the URA:

- **General Information Notice (GIN)** – written notice informing the residents that the property is slated for rehabilitation. The notice advises residents not to move, explains the nature of the proposed rehabilitation project and describes in general terms the relocation assistance available to all Lenox residents. The GIN will be sent to all current Lenox households within the next month.
- **Notice of Nondisplacement**—written notice informing households that they will not be permanently displaced, but may have to move temporarily in order to facilitate the rehabilitation. The Notice of Nondisplacement also ensures the resident will be able to return to their original or another rehabbed unit on the property.
- **Notice of Eligibility for Relocation Assistance (NOE)**—written notice informing any Affected Resident who will be permanently displaced (eg., underhoused residents) from their Lenox unit that they will be eligible for full relocation benefits and assistance.
- **120-Day Notice to Relocate**—written notice provided to an Affected Resident being permanently displaced that offers a Comparable Replacement Dwelling (CRD) and informs the resident that the soonest they will be required to vacate their current unit is 120-Days from issuance date of the 120-Day Notice to Relocate.
- **30-Day Notice**– the Relocation Coordinator will send out 30-Day Notice to each Lenox Apartments households being temporarily relocated or moving directly into a renovated unit to inform them of the location of their temporary relocation/renovated unit, anticipated duration of the temporary relocation, their vacate date and the relocation benefits available to them. This notice will be sent at least 30 days in advance of each temporary relocation/unit renovation.
- **Written Offer to Return** - the Relocation Coordinator will send this notice to all Lenox households to inform them of the location of their newly renovated unit, their return date and the relocation benefits to them. This notice will be sent at least 30 days in advance of each resident's relocation.

See **Appendix E: Relocation Notices** for copies of all aforementioned required notices.

Care will be taken to respect the privacy rights of persons to be displaced, and holders of personal data are subject to the provisions of state and federal privacy laws and regulations, including M.G.L. c. 66A and 760 CMR 8.00.

V. RELOCATION SERVICES AND PROCEDURES

A. Relocation Administration

Under the direction of Lisa Mangum, Project Director, and Marisa Rodrigues, Assistant Project Director, the on-site HOU Relocation staff who will assume responsibility for administering this Relocation Plan include a Relocation Coordinator and a Relocation Assistant, at least one of whom will be bilingual in English and Spanish. All Relocation Staff will work collaboratively with the Development Team and staff from other agencies to provide comprehensive relocation and rehousing services pursuant to this Plan. Once work restrictions imposed by the Covid-19 crisis are lifted, the Relocation Staff will maintain an office on-site at Lenox, convenient for the Affected Residents. The Relocation Staff will be scheduled to work between 9am and 5pm as well as some evenings to ensure they are accessible to Lenox residents during the day and evening. Relocation Staff will periodically work on Saturdays to provide residents with additional access. Residents will also have the opportunity to meet individually with Beacon's property manager and HOU's Relocation Coordinator at their request throughout the Project.

The Relocation Staff are responsible for conducting resident meetings, providing the required Resident Notices (described above), providing referrals to supportive services and technical assistance, identifying comparable housing units, scheduling and coordinating relocation moves, administering relocation benefits, coordinating utility hook-ups, conducting follow-up visits, communicating on an ongoing basis with tenants as needed and documenting the relocation activities. Under the current restrictions imposed by the Covid-19 crisis, HOU Relocation Staff will conduct initial relocation activities (including assessments, BHA transfer, Section 8 and other housing applications) via phone, email and teleconferencing (for residents who are willing and able).

B. Relocation Process

The following outlines the relocation process and procedures that will be applicable to all Affected Residents.

- The Development Team and/or the Relocation Staff will conduct informational meetings to update residents regarding the status of the relocation and rehabilitation effort, discuss relocation topics and receive feedback.
- Relocation Staff will conduct workshops to explain relocation procedures in detail. This includes providing written information on moving assistance, benefits, rights, privileges and protections.
- All heads of household will be interviewed personally by the Relocation Staff to determine housing and special needs.
- At least 30 days in advance of their anticipated move date, each Affected Resident will be offered a comparable unit based on the appropriate bedroom size needed, special physical needs, and availability. In the event that there are not sufficient vacant units to accommodate one-way moves to a rehabilitated unit, some tenants may be temporarily relocated to a comparable unit and they will be informed of the anticipated duration of the temporary relocation in their 30-Day Notice.
- The Relocation Coordinator will schedule a moving date with the resident, provide packing supplies and coordinate packing assistance, as needed. Storage of belongings will be arranged, as appropriate.
- The Relocation Coordinator will collaborate with property management to ensure that each home unit is inspected, treated and free from pests before being relocated.
- Relocation staff will also assist the resident with transferring utilities or establishing new utilities in the relocation unit as needed.

- Two weeks prior to their unit renovation, the Relocation Coordinator will re-visit each of the families to check on their progress with packing and answer any questions the residents may have about their impending move.
- 48 hours prior to the move, the Relocation Coordinator will re-visit each family to ensure that the family is ready to move and confirm their move time with them.
- Relocation Coordinator will assist residents with completing required paperwork for temporary and/or rehabbed unit.
- On the day of the move, the Relocation Coordinator will meet with each household individually to handle any last-minute issues and to ensure that the resident's belongings are appropriately moved.
- Relocation Coordinator will make referrals to social service providers (as needed) to address social service-related barriers to relocation and ensure transfer of current social services (i.e., home delivered meals, emergency response services, etc.) to temporary relocation/rehabbed unit
- Any residents who are relocated temporarily will receive a Written Notice of Return informing them of their new unit assignment and their scheduled move date to a rehabilitated unit.

Although anticipating minimal permanent displacement, HOU staff will provide comprehensive relocation advisory services for any household who needs to be relocated permanently off-site, including extensive mobility counseling and other assistance (prioritized in accordance with the construction schedule) to help residents find another home and prepare to move as well as facilitate resident off-site moves. If permanently displaced, no legal occupant shall be required to move from a dwelling unit unless at least one comparable replacement dwelling has been made available to the person's household in accordance with applicable state and federal regulations according to the procedures set out in 49 CFR 24.204, as amended. Any replacement housing payments to eligible displaced tenants would be subject to 760 CMR 27.06(3). Relocation tasks will include the following:

- Explaining relocation rights, resources, and eligible moving costs;
- Assisting with filing benefits claims forms;
- Calculating relocation benefits, including Replacement Housing Payments (if applicable);
- Conducting outreach to potential landlords and identifying comparable replacement housing;
- Issuing Combined Notice of Eligibility & 120-Day Notice to Vacate;
- Providing referrals to appropriate third-party supportive services for social services related barriers to relocation;
- Assisting with completed required paperwork, including, but not limited to, rental applications and leases
- Accompanying residents on pre-inspection of units to ensure decent, safe and sanitary conditions;
- Coordinating transportation to facilitate the relocation process, as necessary;
- Providing assistance with arranging for moves, including utility disconnection and connection, completing post office "change of address forms", providing packing and unpacking assistance for elderly and disabled households requiring such assistance, and arranging for storage, as appropriate;
- Providing residents with packing materials, and
- Scheduling moves and working closely with moving contractors to ensure moves are completed on schedule.

VII. MOVING ASSISTANCE AND RELOCATION EXPENSES

The following details the moving assistance and covered relocation expenses that will be provided, at no cost, to all Lenox residents being temporarily relocated:

- Packing supplies (boxes and tape)—will be provided at no cost to the resident for their temporary move to on-site or off-site relocation/hotel units.
- Services of a bonded moving company that will move all of their belongings.

- Packing and unpacking assistance for households requiring such assistance.
- Storage of belongings, as needed, during unit renovations.
- Assistance in transferring home cable and telephone services.
- Transportation to temporary unit, if needed.
- Reimbursement for any reasonable out-of-pocket expenses incurred in connection with a temporary move.

In the event that any household is required to permanently relocate off-site, the household will have a choice of the following moving assistance and covered relocation expenses, as determined to be reasonable and necessary by the BHA:

A. HOU-Contracted Move (No Charge to Resident)

The relocation services provider 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 and/or required for reasons of reasonable accommodation of a disability in the household;
- New boxes, packing paper, bubble wrap and tape as well as packing instructions;
- Storage of personal property for a period not to exceed 12 months, unless BHA determines that a longer period is necessary. Any items that could pose a health or safety hazard (i.e., 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, as long as they have been installed with the approval of Beacon management and are done so in compliance with the lease;
- Disposing of Affected Residents’ unwanted items (including appliances) upon the resident’s request.
- Insurance for the replacement value of property in connection with the move.
- 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), where insurance covering such loss, theft or damage is not reasonably available.

B. Self-Move with Lump Sum Payment

A household which elects to move all of their belongings themselves can receive a lump sum amount based on the schedule of allowance published by the Federal Highway Administration (FHA). A separate \$100 Dislocation Allowance as well as reimbursement of utility reconnection fee/s will not be paid under this option, as the lump sum includes these reimbursements. Households choosing this option will be informed in advance of the amount for which they would be eligible. As of August 24, 2015, for the State of Massachusetts, the “Fixed Payment for Moving Expenses; Residential Moves” as published in the Federal Register was as follows:

1 BR/3 rooms = \$1,000	2 BR/4 rooms = \$1,200	3 BR/5 rooms = \$1,350
4 BR/6 rooms = \$1,500	5 BR/7 rooms = \$1,650	

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

A household may choose to move all of their personal belongings themselves and be reimbursed for the actual cost of all reasonable moving and related expenses, not to exceed the costs of a commercial move. To be reimbursed, the resident must provide documentation of incurred reasonable moving and related expenses and submit a claim within 18 months from the date of their move. Reasonable moving and related expenses include:

- Dislocation costs, such as for meals during the move;
- 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, which cannot be in excess of 50 miles (may include reimbursement for personally-owned vehicles which need to be moved). Mileage reimbursement shall be calculated based on the Internal Revenue Service (IRS) Standard Mileage Rate in effect at the time of travel.
- Packing boxes;
- Packing, crating, uncrating and unpacking of personal property, if needed;
- Storing of personal property for a period not to exceed 12 months, unless BHA determines that a longer period is necessary. Any items that could pose a health or safety hazard (i.e., infested furniture) will not be stored;
- Disconnecting, dismantling, removing reassembling and reinstalling relocated household appliances and other personal property, including computer set-up, as long as they have been installed with the approval of management and are done so in compliance with the lease;
- Reinstallation of telephone, cable 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) where insurance covering such loss, theft or damage is not reasonably available; and
- 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.

Residents may also be eligible for a Replacement Housing Payment (RHP) for payment for costs to obtain a replacement home. The payment is based on several factors, including the household's current housing costs, the cost of a comparable replacement dwelling and the household income.

VIII. GRIEVANCE AND APPEALS PROCEDURES

A. Failure of Residents to Adhere to This Plan

BHA will exercise its authority judiciously with respect to its rights to relocate Affected Residents in order to ensure and enable the redevelopment activities to occur in a timely fashion. 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). 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. Nonetheless, in accordance with 760 CMR 27.04 (4)(o) and 49 CFR 24, property management may initiate actions under the eviction procedures if a resident refuses to comply with the following:

1. Move or relocate;
2. Meet with Beacon Residential Management/HOU Relocation staff regarding relocation; or
3. Cooperate in the relocation process.

Beacon, BRM and 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. This includes employing informal conferences with the Development Team in an attempt to address any issues. As such, any adverse determination of ineligibility or change in eligibility status of an Affected Resident shall be reported in writing to the Development Team within ten (10) calendar days of such determination or change in eligibility.

B. Grounds for Appeal

If a resident contends that this Relocation Plan is not being implemented properly or believes the BHA/Beacon has failed to properly consider the person's request for relocation assistance, the resident may file a written appeal to BHA (52 Chauncy Street, Boston, MA 02111), where staff is responsible for ensuring that the Relocation Advisory Agent:

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

The BHA/Beacon/Relocation Staff shall inform residents, in writing, of their right to appeal to BHA.

Grounds for an appeal may include:

- A determination by the BHA of the individual's eligibility or ineligibility as an Affected Resident, as defined by the Relocation Plan;
- A determination by the BHA 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 permanently relocate the family, including the terms and conditions of the permanent move, or the amount and scope of permanent relocation benefits.
- Beacon's determination that an Affected Resident rejected an offer of a Comparable Replacement Dwelling without good cause.

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

C. Filing an Appeal

An appeal must be filed in writing with the Administrator of the BHA within sixty (60) calendar days of the date of the contested action, or by referral from Beacon or Relocation 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 resident 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 BHA may charge a reasonable fee for copies of more than fifty (50) pages. Any resident 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 BHA at least forty-

eight (48) hours in advance of the scheduled hearing. Upon the resident's showing of good cause, BHA shall arrange an alternate date and time for the hearing and notify all parties.

The appeal will be conducted by a representative of Beacon 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 BHA, and to confront and cross-examine all witnesses on whose testimony or information the BHA relies; and
 - a decision based solely and exclusively upon the facts presented at the hearing.
- **Decision by the BHA.** 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.
 - **Appeal to Bureau of Relocation.** Within 30 days of receipt of the decision by the BHA, a displaced person who is dissatisfied with the displacing agency's determination on the amount of a relocation payment or resident's eligibility for a relocation payment may submit a written request for further review to the Bureau of Relocation at:

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

If a review by the Bureau is not sought within 30 days of receipt of a decision, the decision of the BHA shall be final.

XII. 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 individuals and families who have moved from the site since the ION date

All personal data of displacees (e.g. occupant lists, tenant surveys) must be kept confidential by all holders of the data according to the provisions of M.G.L. c. 66A and other requirements.

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

- A. General Information Notice (GIN)
- B. Notice of Nondisplacement

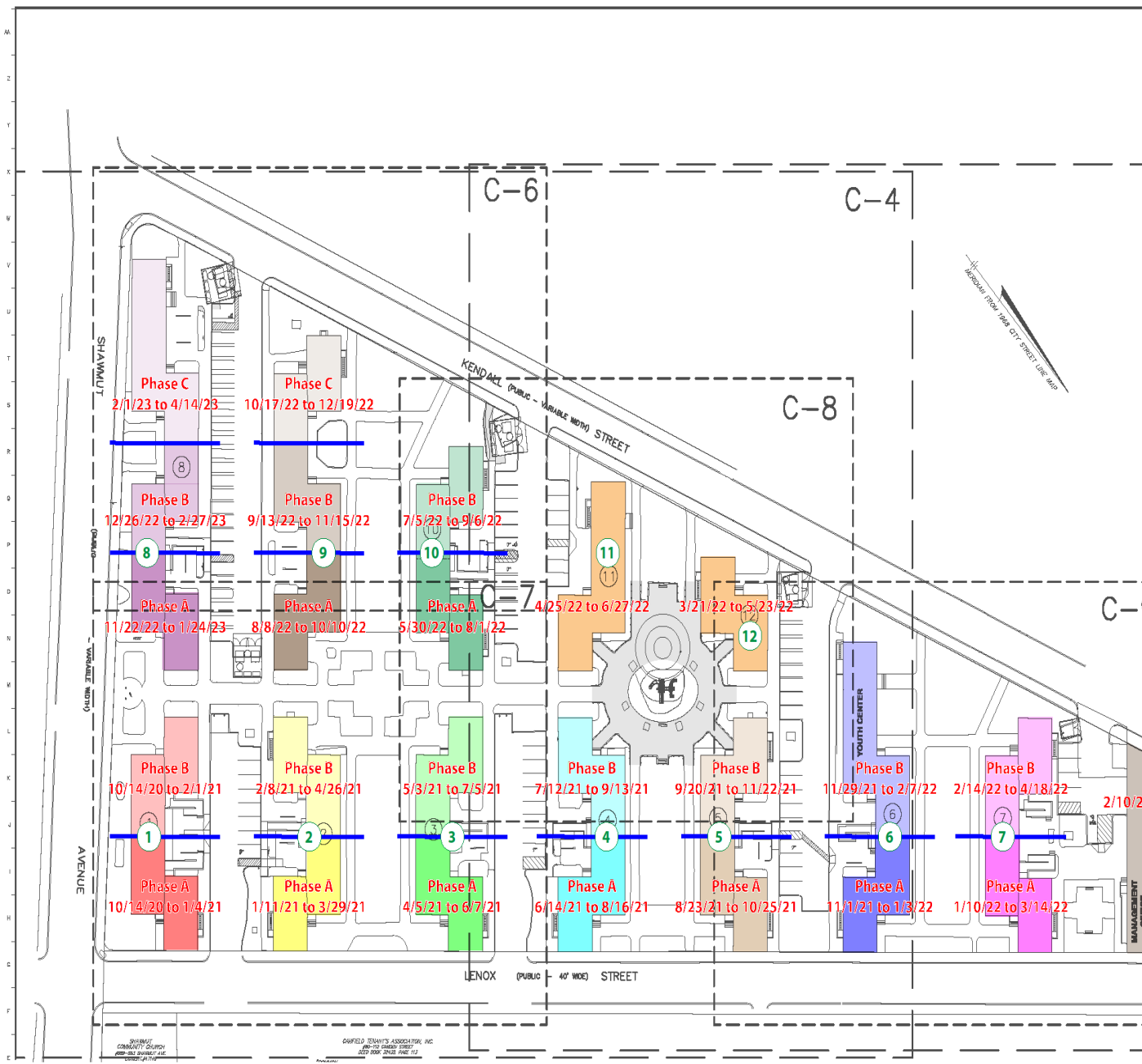
- C. Notice of Eligibility for Relocation Assistance
- D. 120-Day Notice

HOU will maintain the following records in each resident file for this relocation project:

1. General Information Notice (GIN)
2. Notice of Eligibility for Relocation Assistance
3. Notice of Nondisplacement
4. 120-Day Notice
5. Relocation Survey

The aforementioned relocation notices and records, as well as any other relocation notices and records, will be maintained, in accordance with 760 CMR 27.04(4) (i), for at least three years after each displaced person receives final relocation payment.

**APPENDIX A: SITE
MAP/RELOCATION PHASING**



Performance Dates



APPENDIX B: RELOCATION BUDGET

Lenox Apartments Relocation Expenses Budget						
285 Units	Qty	\$	# of instances		Total	
Two-Way Moves (assumes 95 households or 1/3 of households)						
Packing Supplies						
1 bedroom	41	\$ 200	2	time	\$ 16,400	
2 bedroom	40	\$ 200	2	time	\$ 16,000	
3 bedroom	14	\$ 200	2	time	\$ 5,600	
Moving Costs						
1 bedroom	41	\$ 1,050	2	moves	\$ 86,100	
2 bedroom	40	\$ 1,200	2	moves	\$ 96,000	
3 bedroom	14	\$ 1,400	2	moves	\$ 39,200	
Packing/Unpacking Costs (estimates 20%)						
1 bedroom	41	\$ 323	2	times	\$ 26,445	
2 bedroom	40	\$ 452	2	times	\$ 36,120	
3 bedroom	14	\$ 581	2	times	\$ 16,254	
Transfer Fees (cable/internet)	95	\$ 70	2	times	\$ 13,300	
One-Way Moves (assumes 190 households or 2/3 of households)						
Packing Supplies						
1 bedroom	82	\$ 200	1	time	\$ 16,400	
2 bedroom	80	\$ 200	1	time	\$ 16,000	
3 bedroom	28	\$ 200	1	time	\$ 5,600	
Moving Costs						
1 bedroom	82	\$ 1,050	1	move	\$ 86,100	
2 bedroom	80	\$ 1,200	1	move	\$ 96,000	
3 bedroom	28	\$ 1,400	1	move	\$ 39,200	
Packing/Unpacking Costs (assume 20%)						
1 bedroom	20	\$ 323	1	time	\$ 6,450	
2 bedroom	20	\$ 452	1	time	\$ 9,030	
3 bedroom	20	\$ 581	1	time	\$ 11,610	
Transfer Fees (cable/internet)	190	\$ 70	1	time	\$ 13,300	
Storage					\$ 5,000	
Relocation Expenses Total					\$ 656,109	
Contingency (assumes 10%, flexible upon client's directive)					\$ 65,611	
HOU Costs					\$ 884,035	
<i>Total Relocation Budget</i>					<i>\$ 1,605,755</i>	
<i>NOTE: HOU charges a 10% processing fee for relocation expenses that the client wants us to pay up front for them.</i>						
Notes about Budget:						
Budget does not include cleaning costs if needed between relocation phases.						
Budget does not include pest inspections or treatments.						
Budget does not include costs for any permanent displacement.						



**Lenox Apartments (Boston, MA)
HOU Planning and Relocation Phases Budget
285 Units**

Planning Phase (March - April 2020)	
Notices	\$7,125
Consulting (assumes 20 hours, charged per actual)	\$3,500
Travel (charged per actual)	\$250
Total for Planning Phase	\$10,875
Relocation Phase (May 2020 - November 2023 or 43 Months)	
Staff:	
Project Director	\$107,500
Assistant Project Director	\$21,500
Relocation Coordinator (Full 43 Months)	\$222,167
Relocation Specialist (40 Months)	\$183,333
Payroll Taxes and Benefits (35%)	\$187,075
Reimbursables:	
Program Insurance	\$12,900
Office Supplies	\$12,900
IT & Hardware	\$20,550
Training	\$3,000
Travel	\$2,000
Translation	\$2,000
Overhead	\$116,239
Total for Relocation Phase	\$891,164
HOU TOTAL BUDGET FOR LENOX APARTMENTS*	\$902,039

**Note that HOU charges a 10% processing fee if HOU pays upfront for Relocation Expenses.*

APPENDIX C: LENOX DEMOGRAPHIC INFORMATION

Lenox Demographic Information

Head of Household and Entire Household Statistics as of April 7, 2020

Gender Statistics

Head of Household

Gender	Total	%
Male	87	32%
Female	184	68%
Totals	271	100%

Entire Household

Gender	Count	%
Male	192	39%
Female	296	61%
Totals	488	100%

Age Statistics

Head of Household

Age	Male	%	Female	%	Total	%
18 and Under	0	0%	0	0%	0	0%
19-24	0	0%	1	0%	1	0%
25-34	3	1%	35	13%	38	14%
35-44	8	3%	35	13%	43	16%
45-54	21	8%	41	15%	62	23%
55-64	38	14%	34	13%	72	27%
65-74	8	3%	22	8%	30	11%
75+	9	3%	16	6%	25	9%
Totals	87	32%	184	68%	271	100%

Entire Household

Age	Male	%	Female	%	Total	%
18 and Under	64	13%	80	16%	144	30%
19-24	19	4%	9	2%	28	6%
25-34	9	2%	40	8%	49	10%
35-44	13	3%	38	8%	51	10%
45-54	23	5%	44	9%	67	14%
55-64	42	9%	39	8%	81	17%
65-74	9	2%	25	5%	34	7%
75+	13	3%	20	4%	33	7%
Totals	192	39%	295	60%	487	100%

Disabled/Handicap Statistics

Head of Household

Disability	Male	%	Female	%	Total	%
Yes	54	5%	83	8%	137	13%
No	33	3%	101	10%	134	13%
Totals	87	8%	184	18%	271	26%

Entire Household

Disability	Male	%	Female	%	Total	%
Yes	75	15%	101	21%	176	36%
No	117	24%	195	40%	312	64%
Totals	192	39%	296	61%	488	100%

Citizenship Statistics

Head of Household

Status	Male	%	Female	%	Total	%
EC	65	6%	144	14%	209	20%
EN	22	2%	39	4%	61	6%
IN	0	0%	1	0%	1	0%

Totals 87 8% 184 18% 271 26%

Entire Household

Status	Male	%	Female	%	Total	%
EC	160	33%	241	49%	401	82%
EN	32	7%	54	11%	86	18%
IN	0	0%	1	0%	1	0%

Totals 192 39% 296 61% 488 100%

Race Statistics

Head of Household

Race	Male	%	Female	%	Total	%
White	31	3%	88	8%	119	11%
Black/African American	52	5%	87	8%	139	13%
Asian	4	0%	8	1%	12	1%
American Indian	0	0%	1	0%	1	0%

Totals 87 8% 184 18% 271 26%

Entire Household

Race	Male	%	Female	%	Total	%
White	75	15%	137	28%	212	43%
Black/African American	107	22%	145	30%	252	52%
Asian	9	2%	13	3%	22	5%
American Indian	1	0%	1	0%	2	0%

Totals 192 39% 296 61% 488 100%

Ethnicity Statistics

Head of Household

Ethnicity	Male	%	Female	%	Total	%
Hispanic or Latino	33	12%	97	36%	130	48%
Not Hispanic or Latino	54	20%	87	32%	141	52%

Totals 87 32% 184 68% 271 100%

Entire Household

Ethnicity	Male	%	Female	%	Total	%
Hispanic or Latino	89	18%	160	33%	249	51%
Not Hispanic or Latino	103	21%	136	28%	239	49%

Totals 192 39% 296 61% 488 100%

Language (Spoken) Statistics

Head of Household						
Language	Male	%	Female	%	Total	%
Armenian	0	0%	1	0%	1	0%
Arabic	4	0%	0	0%	4	0%
Cambodian	0	0%	1	0%	1	0%
Cantonese	1	0%	2	0%	3	0%
Cape Verdean Kriolu	0	0%	1	0%	1	0%
Chinese	3	0%	4	0%	7	1%
English	44	4%	91	9%	135	13%
French	1	0%	1	0%	2	0%
Haitian/Creole	2	0%	3	0%	5	0%
Somalian	0	0%	2	0%	2	0%
Spanish	32	3%	74	7%	106	10%
Tegerha	0	0%	1	0%	1	0%
Vietnamese	0	0%	1	0%	1	0%
Other (?)	0	0%	2	0%	2	0%
Totals	87	8%	184	18%	271	26%

Entire Household						
Language	Male	%	Female	%	Total	%
Armenian	0	0%	1	0%	1	0%
Arabic	6	1%	2	0%	8	2%
Cambodian	0	0%	1	0%	1	0%
Cantonese	3	1%	4	1%	7	1%
Cape Verdean Kriolu	1	0%	2	0%	3	1%
Chinese	5	1%	6	1%	11	2%
English	90	18%	141	29%	231	47%
French	1	0%	1	0%	2	0%
Haitian/Creole	5	1%	3	1%	8	2%
Somalian	1	0%	6	1%	7	1%
Spanish	77	16%	122	25%	199	41%
Tegerha	1	0%	3	1%	4	1%
Vietnamese	1	0%	2	0%	3	1%
Other (?)	1	0%	2	0%	3	1%
Totals	192	39%	296	61%	488	100%

Bedroom Size Statistics

Head of Household		
BR Size	Current	
	Total	Current %
1	119	44%
2	111	41%
3	41	15%
Totals	6	100%

Gross Income Statistics

Head of Household						
Income	Male	%	Female	%	Total	%
\$0	7	3%	8	3%	15	6%
Under \$5K	5	2%	8	3%	13	5%
\$5,001-\$15K	49	18%	85	31%	134	49%
\$15,001-\$30K	19	7%	48	18%	67	25%
\$30,001-\$50K	4	1%	27	10%	31	11%
\$50,001-\$75K	2	1%	6	2%	8	3%
\$75,001-\$100K	1	0%	2	1%	3	1%
Totals	87	32%	184	68%	271	100%

**APPENDIX D: RELOCATION NEEDS
ASSESSMENT FORM**

**HOU Resident Relocation Needs Survey
Lenox Apartments**

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

Head of Household Name: _____

Address: _____ Unit #: _____

Home Phone: _____ Cell: _____ Best time to be reached: _____ AM / PM

E-mail: _____

May we call you at work? Yes / No If yes, please list best number: _____

Alternate/Emergency Contact(s):

Name: _____ Phone: _____ Relationship: _____

Address: _____

Name: _____ Phone: _____ Relationship: _____

Address: _____

Please list all other occupants living in your Lenox apartment:

Name	Relationship	Gender	Date of Birth	Age
	Head of Household			

Current Unit Size: _____ Total # in Household: _____

Public Housing Unit Size Eligible (HOU to calculate): _____

*(Siblings of the same gender are **only** eligible for separate bedrooms if they are 25 years of age or older, or if 10 years apart and one of the siblings is 14 years of age or older.)*

Section 8 Unit Size Eligible: _____ *(household members of the same gender share a bedroom regardless of age)*

1. *(Only if applicable):* Based upon current household composition reported above, your household appears to be under/over-housed, would you be willing to move off-site to a unit that meets your household composition needs for the duration of the renovations? Yes / No

If Yes, do you have any Boston neighborhoods of interest?

2. 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? _____

3. Do you have a pending SPAR (addition to your household that has been submitted to Management)?
Yes / No

4. Are you planning to move from Lenox Apartments within the next 12 months?
Yes / No
If yes, when? _____

5. Do you have an approved emergency transfer to move out of Lenox Apartments?
Yes / No

If Yes, do you have any Boston neighborhoods of interest?

6. Do you or any of the members of your household NOT have legal U.S. residency papers (green card, visa, etc)?
 Yes Name of Household Member/s _____
 No

7. What is the primary language spoken in your household?
 English
 Spanish
 Arabic
 Haitian/Creole
 Vietnamese
 Chinese
 Cape Verdean/Creole
 Other (list) _____

Translation Required: Yes / No _____

8. Are you or any household member(s) disabled?
 Yes - If so, please list disabled household member(s): _____
 No

9. Do you need a unit with special features to meet the disability-related needs (physical or mental) of any household member as a Reasonable Accommodation ("RA")? If so, what features are needed? Please provide medical documentation indicating the unit/building features needed as the result of a disability and the specific household member who needs them.
 No modifications to the unit needed
 Special equipment for vision or hearing impairment(s)
 First floor only or elevator-accessible unit
 Wheelchair-Accessible Unit
 Grab Bars
 Personal care attendant
 Additional bedroom
 Other (please explain): _____

10. Do you have an approved Reasonable Accommodation on file with Lenox Apartments?
 Yes - If so, for what accommodation? _____

What was the date of the original request? _____
(HOU to obtain copy from tenant file)

No (HOU to provide RA paperwork and assist resident with required documents as needed)

**Please note that BHA will accommodate the disability-related needs of families as best as possible during the relocation process. If you have not already requested an RA for unit features at this time, but are doing so now, your request can still be submitted but your needs may not necessarily be fully met at the unit to which you relocate. If BHA does not have a unit that meets your needs available at the time of relocation, it will contact you to explore all available options.*

11. Do you have a pending Personal Care Attendant/Live-in Aid application with the BHA?

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

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

How many vehicles are registered to your Lenox address?

- 1
- 2
- 3

20. Our records indicate that you have been living at Lenox Apartments as the head of household since _____ (insert date from BHA). Is this information accurate? Yes / No

If not, provide the correct date? _____

21. Do you have phone service in your unit that is in your name?

- No
- Yes - Provider: _____

22. Do you have cable service that is in your name?

- No
- Yes - Provider: _____

23. Do you have Internet service that is in your name?

- No
- Yes - Provider: _____

24. Do you have a washer and dryer in your unit?

- No
- Yes (Note if only either appliance)

25. Do you have an additional freezer in your unit?

- No
- Yes

26. Do you have any existing pest issues or has your unit been treated in the past 12 months for the following:

- Rodents
- Cockroaches
- Bedbugs
- Other: _____

Additional Comments: _____

Interview Date: _____ Time: _____ AM / PM

Interviewer's Name: _____

Head of Household Signature:

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

Name of Translation Service or Individual: _____

*If Individual please provide their phone number:

APPENDIX E: RELOCATION NOTICES

Agency Letterhead
GENERAL INFORMATION NOTICE (GIN)
RESIDENTIAL TENANT NOT DISPLACED

May 6, 2020

Dear _____:

As you know, the Boston Housing Authority (BHA) is planning to undertake the substantial rehabilitation of the Lenox public housing community where you live. BHA is working with Beacon Communities Services LLC (Beacon) and has submitted a Section 18 Disposition application to the U.S. Department of Housing and Urban Development seeking approval to remove Lenox from the federal public housing program and transition to a Section 8 Project-Based Voucher program under Beacon ownership. The transition to Section 8 program will allow Lenox households to continue to pay 30% of their adjusted monthly income towards rent, while providing long-term and stable operating subsidies for Lenox.

The purpose of this notice is to inform you that you will **not** be displaced in connection with the proposed project.

If the project application is approved, you may be required to move temporarily so that renovations can be completed. If you must move temporarily, suitable housing will be made available to you and you will be reimbursed for all reasonable out of pocket expenses, including moving costs and any increase in housing costs. You will need to continue to pay your rent and comply with all other lease terms and conditions.

Upon completion of the rehabilitation work, you will be able to return to Lenox and move into a renovated apartment that is suitable, decent, safe and sanitary under reasonable terms and conditions.

As a current BHA tenant at Lenox, you are protected by state and federal laws and regulation. If your temporary relocation lasts more than one year, you will be contacted and offered permanent relocation assistance as a displaced person under federal law. This assistance would be in addition to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance previously provided. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered.

We urge you not to move at this time. If you choose to move, you will not be provided relocation assistance.

Please remember:

- **This is not a notice to vacate the premises.**
- **This is not a notice of relocation eligibility.**

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact Laticia Tolentino, Relocation Coordinator at _____.

Sincerely,

Joe Bamberg
Director of Planning and Development

Head/Co-Head Signature: _____
Date Received: _____

Agency Letterhead

**Notificación de Información General (GIN)
Inquilino Residencial no Desplazado**

Mayo 6 del 2020

Estimado _____:

Como ya sabe, Boston Housing Authority (BHA) está planeando emprender una reconstrucción substancial donde usted vive, Lenox public housing community. BHA está trabajando con Beacon Communities Services LLC, y ha enviado las aplicaciones a la sección 18 de disposición de E.U y el Department of Housing and Urban Development buscando aprobación para remover Lenox del programa de vivienda federal y transicionar a sección 8 basada en el proyecto, bajo la propiedad de Beacon. La transición al programa de Sección 8 le permitirá a los inquilinos de Lenox continuar pagando 30% del salario mensual ajustado para la renta, mientras le provee un subsidio estable a largo plazo para Lenox.

El propósito de esta notificación es informarle que usted **no** será dejado a un lado en conexión a la propuesta de este proyecto.

Si la aplicación del proyecto es aprobada, puede que se le requiera que usted se mude temporalmente a otro apartamento para que las renovaciones puedan ser completadas. Si en caso deba mudarse temporalmente, una vivienda adecuada estará disponible para usted y se le reembolsará por todos los gastos razonable en que pueda incurrir, incluyendo costos de mudanza y algún aumento de costo de vivienda. Deberá continuar pagando su renta, y cumplir con todos los términos y condiciones de su contrato de arrendamiento.

Una vez terminado el trabajo de rehabilitación, usted podrá regresar a Lenox y mudarse a un apartamento renovado que será adecuado, decente, seguro y sanitario debajo de los términos y condiciones.

Como inquilino de Lenox, usted está protegido por las regulaciones federales y estatales. Si su relocalización temporal dura más de un año, será contactado y se le ofrecerá asistencia de relocalización permanente como a persona desplazada bajo la ley federal. Esta asistencia será en adición a cualquier otra asistencia que pueda recibir en conexión con la relocalización temporal y no será reducida por la cantidad de alguna asistencia temporal proveída previamente. Usted tendrá el derecho de apelar la determinación de la agencia, si usted siente que la aplicación de asistencia no fue propiamente considerada.

Le urgimos que no se mude en este momento. Si usted escoge mudarse, no se le proveerá asistencia de relocalización.

Por favor recuerde:

- **Esto no es una notificación para que desaloje su apartamento.**
- **Esto no es una notificación de elegibilidad de asistencia.**

Será contactado pronto para proveerle más información sobre el proyecto propuesto. Si el proyecto es aprobado, haremos el esfuerzo para acomodar sus necesidades. Mientras tanto, si tiene alguna pregunta sobre nuestros planes, por favor contacte a Laticia Tolentino, Coordinadora de relocalización al **(857) 492-1645** o envíarle un correo electrónico a ltolentino@housingopportunities.com. Todas las llamadas y correos electrónicos serán respondidos lo antes posible.

Sinceramente,

Joe Bamberg
Director of Planning and Development

Jefe/Co-Jefe firma: _____

Fecha Recibida: _____

Agency Letterhead
NOTICE OF NONDISPLACEMENT

DATE: _____

Dear _____:

On _____ (*date*), the Boston Housing Authority (BHA) notified you of proposed plans to rehabilitate the property you currently occupy at _____ (*address*) for a project which could receive funding assistance from the U.S. Department of Housing And Urban Development under the Section 18 Demolition/Disposition program. On _____ (*date*), the project was approved and will receive federal funding. Repairs will begin soon.

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

This notice guarantees you the following:

1. Upon completion of the rehabilitation, you will be able to lease and occupy your present apartment or another suitable, decent, safe and sanitary apartment in the same development under reasonable terms and conditions.
2. If you must move temporarily so that the rehabilitation can be completed you will be reimbursed for all of your extra expenses, including the cost of moving to and from temporary housing and any increased interim housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

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 may not receive any relocation assistance.) We will make every effort to accommodate your needs. You are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Of course, you must continue to comply with the terms and conditions of your lease, including paying your rent

If you have any questions, please contact Laticia Tolentino at _____ (*phone and address*). This letter is important to you and should be retained.

Sincerely,

Joseph Bamberg
Director of Planning and Development

Head/Co-Head Signature: _____

Date Received: _____

Date: _____

Agency Letterhead
**NOTICE OF ELIGIBILITY FOR RELOCATION ASSISTANCE
RESIDENTIAL TENANT**

DATE: _____

Dear _____:

This is a notice of eligibility for relocation assistance. The Boston Housing Authority intends to redevelop the Lenox Apartments public housing development. To carry out the redevelopment project, it will be necessary for you to permanently relocate. **However, you do not need to move now.** You will not be required to move without at least 120 days advance written notice of the date by which you must vacate. When you do move, you will be entitled to relocation payments and other assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); Section 18 of the Housing Act of 1937 and its implementing regulations at 24 CFR Part 970; and Massachusetts General Laws Chapter 79A and 760 CMR 27. The effective date of your eligibility is: _____. You are now eligible for relocation assistance, including:

A. Counseling and Other Advisory Services

B. Payment for Moving Expenses

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

Option 2: Self-Move Reimbursement — Undertake the move on your own and be reimbursed for all documented reasonable out of pocket expenses up to the HUD published moving allowance by bedroom unit size.

Option 3: Self Move Lump Sum – Take a lump sum payment in lieu of being reimbursed for reasonable out of pocket expenses. Lump sum payments include both the dislocation and moving allowance and are based upon bedroom unit size.

C. 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 30 percent of your average gross household income.

Remember: Please note the following: 1) additions to family composition are limited to marriage, adoption, legal custody or birth and subject to the current BHA process during this transition; and 2) transfers that occur prior to issuance of the Notice of Eligibility for Relocation Assistance may not be treated as relocation moves.

You have the right to appeal this determination of eligibility for relocation assistance, and you will have the right to appeal future determinations of relocation assistance, if you feel that your eligibility and application for relocation assistance was not properly considered.

Again, this is **NOT** a notice to vacate at this time. You will receive a future notice giving you at least 120-days' advance written notice of a move out date, which identifies possible replacement housing options that are appropriate for your household.

This letter is important and should be retained.

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 relocation 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 BHA's relocation consultant, _____ from Housing Opportunities Unlimited (HOU), at _____ or by email at _____.

Sincerely,

Joe Bamberg
Director of Planning and Development

Head/Co-Head Signature: _____

Date Received: _____

(Ownership Letterhead)

120-DAY NOTICE TO VACATE

Date: _____

Dear _____.

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

This Notice serves as your 120-day Notice to Vacate the Property. Hence, you must vacate your dwelling no later than _____ (*insert 120 days after the issuance of this notice*).

You must move to a decent, safe and sanitary replacement dwelling in order to receive replacement housing assistance. After 90 days from the date of this Notice you will receive a 30-day Notice to Vacate, reminding you of the specific date by which you must move.

With your General Information Notice, you received a brochure entitled "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments. Please contact the Relocation Coordinator from HOU if you need a new copy of this brochure.

You are eligible for relocation assistance, including:

- Relocation Advisory Services. Including counseling and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. You may choose either (1) reimbursement for your actual reasonable moving and related expenses or (2) a fixed moving payment in the amount of \$_____ based upon the URA Fixed Residential Moving Cost Schedule, or (3) a combination of both.
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent a replacement home. The payment is based on several factors, including your current housing costs, the cost of a comparable replacement dwelling and your household income. Your relocation counselor will provide you with a detailed explanation on how your replacement housing payment was calculated.

Our records indicate that on _____ you met the Housing Opportunities Unlimited (HOU) Relocation Staff to discuss your relocation needs and options. Based upon the information we have about your household, below is a comparable

replacement dwelling that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect this unit and other replacement dwellings.

Address Rent & Utility Costs Contact Info

We believe that this dwelling at a monthly rent/utility cost of \$ _____ is the most representative of your present home. The monthly rent and the estimated average monthly cost of utilities for this dwelling is \$ _____ and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this dwelling is not comparable to your current home. We can explain our basis for selecting this dwelling as most representative of your current home and discuss your concerns.

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.

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

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

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

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

Sincerely,

Joseph Bamberg
Director of Real Estate Development

Head of Household Signature

Date Received

HOU Letterhead

30-Day Notice

Resident
Lenox Apartments
Boston, MA

Dear _____,

We have received confirmation from our construction crew and BC Lenox Limited Partnership that they are preparing to begin renovations in your unit. In order for these renovations to take place you will be temporarily relocated to an onsite vacant unit within the property. This letter serves as your 30-Day Notice of Relocation.

You will be temporarily relocated to an onsite unit at Lenox Apartments: (ADDRESS). The duration of your temporary relocation is anticipated to be (TIMEFRAME). Your move date is scheduled for: (DATE).

Unit assignments for all Lenox Apartments residents have been completed based on the extensive survey data that has been collected from your household and reasonable accommodation information from your management office. Residents with approved reasonable accommodations have been assigned to units which meet their needs. Any new reasonable accommodation requests, if approved, will be accommodated as soon as an appropriate unit is available. If you feel that your new unit does not meet your needs because of accessibility or mobility issues please contact _____, HOU Relocation Coordinator, to begin the necessary documentation.

Within the next few days, _____ – Relocation Coordinator with Housing Opportunities Unlimited (HOU) - will be in contact with you to discuss your upcoming relocation. As part of our relocation efforts we will provide you with packing materials, assistance and guidance throughout the process to ensure that you have what you need in order to be prepared for a successful and stress-free move.

If at any time throughout the relocation process, you have any questions or concerns please contact me at _____ or stop by my office at _____.

Thank you,

Relocation Coordinator
Housing Opportunities Unlimited (HOU)

HOU Letterhead

Offer to Return to a Renovated Unit

Head of Household Name

Address

Date: _____

Dear _____:

BC Lenox LLC is pleased to inform you that a rehabilitated apartment at Lenox Apartments will be ready for you to occupy in approximately _____ days. This unit is located at _____ (*insert address*).

Please contact _____, HOU Relocation Coordinator to schedule a time to complete your required paperwork with management and to set a time for you to view your rehabilitated apartment. HOU's Relocation Coordinator will also schedule your move date with you.

Sincerely,

Relocation Coordinator
Housing Opportunities Unlimited

APPENDIX F: GLOSSARY OF TERMS

GLOSSARY OF TERMS

1. **Affected Residents**--all residents of Lenox Apartments as of the date the HUD Demolition Disposition (Demo/Dispo) application was submitted, December 20, 2019. An Affected Resident may be a displaced person under state relocation regulations if they meet the definitions in defined in MGL c.79A, Section 1 and 760 CMR 27. This term may not apply to any resident who received a transfer to another site. This term also shall not apply to any resident who is or becomes in violation of his or her lease, or currently is involved in an eviction proceeding, or who was not a resident of Lenox as of the date the Demo/Dispo application was submitted.
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. **Bedroom Size**—number of bedrooms in an apartment or housing unit.
4. **BHA**—Boston Housing Authority.
5. **BRM**—Beacon Residential Management—the property management company for Lenox Apartments.
6. **Decent, Safe and Sanitary Dwelling**—(See 49 CMR 24.2(a)(8)) a dwelling which meets local housing and occupancy codes. However, any of the following standards which are not met by the local code shall apply unless waived for good cause by the Federal Agency funding the project. The dwelling shall:
 - i. Be structurally sound, weathertight and in good repair,
 - ii. Contain a safe electrical wiring system adequate for lighting and other devices;
 - iii. Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person, except in those areas where local climatic conditions do not require such a system;
 - iv. Be adequate in size with respect to the number of rooms and area of living space need to accommodate the displaced person. The number of persons occupying each habitable room used for sleeping purposes shall not exceed that permitted by local housing codes or, in the absence of local codes, the policies of the displacing Agency. In addition, the displacing Agency shall follow the requirements for separate bedrooms for children of the opposite gender included in local housing codes or in the absence of local codes, the policies of such Agencies;
 - v. There shall be a separate, well lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator;
 - vi. Contains unobstructed egress to safe, open space at ground level; and

- vii. For a displaced person with a disability, be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by such displaced person. (See appendix A, § 24.2(a)(8)(vii).)
7. **DHCD**- Department of Housing and Community Development.
 8. **GIN--General Information Notice.** Notice required under URA that must be personally served and proof of receipt obtained. The GIN informs residents that an application for federal funding has been submitted that may displace tenants, describes their potential eligibility for relocation assistance and asks them “not to move”.
 9. **HOU—Housing Opportunities Unlimited**—the DHCD-approved Relocation Advisory Agency (RAA) that is providing relocation implementation services for the Lenox relocation effort.
 11. **HUD**--The United States Department of Housing and Urban Development.
 12. **LIHTC**—Low-Income Housing Tax Credit.
 13. **Notice of Nondisplacement.** Notice required under URA that must be personally served and proof of receipt obtained. The GIN informs residents that the project has received federal funds, that they may be temporarily relocated but will be able to return to their original or another rehabbed unit in the development.
 14. **Project**—“any activity/series of activities undertaken by a Federal agency or with Federal financial assistance received or anticipated in any phase of an undertaking in accordance with the Federal funding Agency guidelines.”
 15. **PBV**--Project Based Voucher. One component of the Section 8 Program. Different from the section 8 mobile voucher, the Project Based Voucher is attached to a unit/building, so that when the tenant moves out, they no longer receive the subsidy.
 16. **Non-Elderly Person with Disabilities**--a person with a disability who is less than 62 years of age.
 17. **On-site Moves**—a transfer from one unit to another unit on-site.
 18. **Person with a disability**—a person who has a physical or mental impairment which substantially limits one or more major life activities.
 19. **Rehabilitation** - The act or process of expanding, remodeling, altering or renovating apartments and common areas within the development.
 20. **Relocation**--a move from one unit to another as a result of an Owner-initiated program, using public funds.

21. **Relocation Coordinator**—a representative of the Owner’s relocation agent, Housing Opportunities Unlimited, whose specific task is to relocate each resident as a result of the rehabilitation of Lenox, monitor and coordinate all relocation activity and implement the relocation plan to ensure compliance with applicable relocation regulations, guidelines and laws. The Owner has procured relocation services from Housing Opportunities Unlimited.
22. **Section 18—Section 18 of the U.S. Housing Act of 1937 (Section 18 Demo/Dispo).** Federal regulation that applies to PHA residents permanently displaced due to demolition and/or disposition of an entire development or portion of a development.
23. **Temporary Move** – When residents are not required to move permanently, but must relocate for a period of less than 12 months to facilitate unit rehabilitation on the site, in this case, a stay in an on-site vacant unit.
24. **Temporary Replacement Housing** – For households being temporarily displaced, comparable housing will be an on or off-site vacant unit. All temporary housing units will be a) decent, safe and sanitary, b) adequate in size to accommodate legal occupants and c) currently available for the household to occupy during its temporary relocation.
25. **30-Day Notice**—provided at least 30 days prior to move date, providing unit address and move date.
26. **URA--Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and as may be amended.** Federal regulation that provides protections and assistance for residents, organizations and farms affected by the acquisition, rehabilitation, or demolition of real property for Federal or federally funded projects.