

**Highland Village Apartments
Temporary Relocation Plan**

Owner: Shelburne Housing Authority

February 22, 2018

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I. INTRODUCTION

This Relocation Plan sets forth the procedures for the relocation and/or accommodation of 46 households that will be impacted by the rehabilitation of Highland Village Apartments. This plan is written in accordance with the relevant provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and implementing regulations at 49 C.F.R. Part 24, Section 104(d) of the housing and Community Development Act and implementing regulations at 24 C.F.R. Part 42 as well as M.G.L. Chapter 79A and implementing regulations at 760 CMR 27.00.

The underlying objective of this plan is to ensure persons affected as a direct result of the revitalization 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 community as a whole.

The current construction schedule for the project calls for the plan to be implemented in one phase over an approximate total duration of 12 months during which no household will be permanently displaced. The Shelburne Housing Authority owns Highland Village, which was developed in conjunction with the Franklin County Housing and Redevelopment Authority (HRA). HRA continues to manage the 46 unit complex. The Shelburne housing Authority (SHA), will lead relocation activities, including conducting community meetings, coordinating resident communication (including provision of notices), assigning and facilitating moves to renovated and temporary relocation units and providing relocation consulting services throughout the duration of the project.

This plan applies to all moves as a result of the rehabilitation of Highland Village Apartments. (See *Appendix A, Site Map of Highland Village Apartments*). The plan describes relocation procedures applicable to Affected Residents.

II. DEFINITIONS

1. ***Affected Residents*** – All residents of Highland Village Apartments as of the date the General Information Notice was sent. This term 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 Highland Village Apartments as of the date the General Information Notice was sent. The current Highland Village tenant roster is on file at the SHA Management Office at Highland Village Apartments at 1 Highland Avenue, Shelburne Falls, MA, 01370.
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. ***Decent, Safe and Sanitary*** -- A replacement dwelling that is (a) structurally sound, weather tight and in good repair, (b) contains safe electrical wiring and a safe heating system, (c) is adequate in size to meet the space needs of the displaced person, (d) contains safe unobstructed egress that is free from barriers in cases where there is mobility impairment and (e) complies with lead based paint requirements.
4. ***DHCD*** – Massachusetts Department of housing and Community Development.
5. ***HUD*** – The United States Department of housing and Urban Development.
6. ***Leaseholder*** -- Any head and/or co-head of household in occupancy as of the date of delivery of the General Information Notice issued pursuant to the URA.
7. ***Person with a disability*** – a person who has a physical or mental impairment which substantially limits one or more major life activities.
8. ***Rehabilitation*** – The act or process of expanding, remodeling, altering or renovating apartments and common areas within the development.
9. ***Relocation*** – A move from one unit to another in the same community or in another community as a result of the Owner’s-initiated program, using public funds.
10. ***Relocation Coordinator*** – An employee of SHA whose specific task is to monitor and coordinate all relocation activity and implement the relocation plan to ensure compliance with applicable relocation regulations, guidelines and laws.
11. ***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, on site to another unit on the property, off site to a hotel proper, or off-site with family or friends.

III. PROJECT SUMMARY

See Appendix B Highland Avenue Scope of Work

Highland Village is a 46 unit Elderly State Public Housing complex in Shelburne Falls, MA. As with all housing stock Highland Village has aged since inception and as such all 46 units are scheduled for a kitchen and bathroom rehabilitation. Residents will be asked to temporarily relocate during the rehabilitation of their units. All units when rehabilitation is complete will be re-occupied by the resident(s) temporarily relocated from that specific unit.

Of the 46 units at Highland Village Apartments, 45 are currently occupied by residents in the following distribution: 45 one-bedroom units all occupied by one person. One, one-bedroom unit held vacant. All residents at Highland Village have attended a relocation survey to confirm any special unit feature requirements or moving and packing needs. All residents will have options as it concerns their temporary re-location. (1). On-site to another unit on the property. (2). Off-site to a hotel. (3). Off-site with family or friends.

The Shelburne Housing Authority will pay for the hotel and the per diem/stipend if they are unable to stay in an on-site unit on the property. The Shelburne Housing Authority will also pay for all packing and moving costs for residence should they choose any of the 3 options listed above, as well as, cover such moving expenses for the residence return to their original unit.

1. On-site to another unit on the property: This will involve packing the entire contents of the resident unit and moving to a vacant unit on-site during the temporary re-location with a return to their original unit upon completion of the kitchen and bathroom rehabilitation.
2. Off-site to a hotel: this will involve packing the entire contents of the resident unit and storing said contents on-site in a *temporary* storage unit, the cost of which will be borne by Shelburne Housing Authority. All residents housed off-site at a hotel will be provided a daily per-diem of \$51.00 as set by The GSA for FY 2018 CONUS (Continental United States) for meal and ancillary costs. Residents will return to their original unit after rehabilitation is complete.
3. Off-site with family or friends: This will involve packing the entire contents of the resident unit and storing said contents on-site in a *temporary* storage unit the cost of which will be borne by SHA. All residents housed with family or friends off-site will be provided a daily per-diem for meal and ancillary costs. Residents will return to their original unit after rehabilitation is complete.

There is currently one vacant unit on-site that will be used to house residents temporarily relocated as a result of this project. However, additional residents will be housed on-site as other units become available.

This project is funded through the Massachusetts Department of Housing and Community Development (DHCD). Massachusetts Community Development Block Grant funding is used as well.

See *Appendix C, Highland Village Resident Re-Location needs Survey*.

IV. RELOCATION MOBILIZATION

The substantial rehabilitation of Highland Village Apartments will occur in 16 construction mobilizations with each mobilization consisting of three (3) units. The order of these mobilizations will be determined through an iterative process involving SHA, the General Contractor, and the Relocation Coordinator (SHA). It is estimated that this will begin on or around April 1, 2018.

Each construction mobilization will last approximately 21 days, and mobilizations will overlap such that all 46 units will be completed within a 12-month timeframe, following the commencement of the first mobilization.

The goal of the Relocation Plan is to minimize the impact of displacement on occupants of the Property by requiring the family to be moved to a replacement dwelling onsite or comparable offsite housing and then back to their original unit. This will be the case for all of Highland Village residents.

As the construction progresses for each group of three units, the households in those units will be temporarily relocated. Following the anticipated three week Period of renovations in the unit, the temporarily relocated tenants will return to their original units. Then rehabilitation will proceed on the next group of three units.

Temporarily relocated residents will receive a 30-day notice prior to the moving date. The Relocation Coordinator will ensure that all conditions of the temporary relocation are reasonable. The Relocation Coordinator will review each household relocation survey and, working with the resident, will offer (1). On-site to another unit on the property. (2). Off-site to a hotel. (3). Off-site with family or friends whichever is suited to meet the needs of that household. All temporary units will be decent, safe and sanitary, and will be comparable to the resident's current unit.

While living in the temporary unit, temporarily displaced residents will be expected to continue paying their rent directly to SHA, which should be of equal value.

V. RELOCATION SERVICES AND PROCEDURES

Shelburne Housing Authority (SHA) has assumed primary responsibility for administering the Relocation Plan. SHA's main office is located at 1 Highland Avenue, Shelburne Falls, MA, 01370. Frances Pheeny, Executive Director of the Franklin County Regional Housing Authority, has been designated as the Relocation Advisory Agent under M.G.L. Chapter 79A and will be SHA's primary point of contact for the relocation effort at Highland Village Apartments. Timothy Dowd, Director of Property Management for Franklin County Regional Housing and Redevelopment Authority, will act as an additional point of contact for the Shelburne Housing Authority's relocation services. SHA Relocation staff will be responsible for conducting resident meetings, providing tenant notices (including General Information Notice, Notice of Nondisplacement, 30 Day Notice), providing referrals to supportive services and technical assistance, identifying comparable housing units, scheduling and coordinating relocation moves, coordinating utility transfers, conducting follow-up visits, administering relocation benefits, communicating on an ongoing basis with tenants, as needed and documenting the relocation activities.

A SHA Relocation Coordinator will be on-site at Highland Village Apartments with hours posted, implementing the requirements of the Relocation Plan. The Relocation Coordinator will periodically work to provide residents with additional access. Tenants will have the opportunity to meet personally with the property management staff and Relocation Coordinator at their request throughout the relocation and rehabilitation process.

As mentioned previously, SHA Property Management and Relocation staff has conducted a relocation needs assessment survey with the residents of Highland Village Apartments. Resident

issues/needs (i.e., reasonable accommodation issues, services, etc.), housekeeping/hoarding concerns, pest infestations, planned hospitalizations or vacations, pets, frail elderly/disabled needs that are identified through this survey will guide relocation planning (See *Appendix C, Highland Village Resident Relocation Needs Survey*). The following additional relocation tasks will also be undertaken:

- Relocation Coordinator will conduct workshops to explain relocation procedures in detail. This includes providing written information on moving assistance, benefits, rights, privileges and protections.
- Relocation Coordinator will notify all residents who will be required to temporarily relocate of their impending unit renovations in advance via a 30-Day Notice. This notice will identify a temporary replacement unit based on the appropriate bedroom size needed and any special physical needs as well as the anticipated duration of the temporary relocation.
- All residents who are moving directly into a renovated unit will also be provided with 30-Day Notice identifying their new home unit, which will be assigned to them based upon bedroom size and any special unit feature needs.
- Residents will be provided with boxes and packing tape for packing all of their belongings. Relocation Coordinator will coordinate moving company services to move all residents' belongings. Staff will coordinate packing assistance for households who require this assistance. Storage of belongings will be arranged, as appropriate.
- Relocation Coordinator will collaborate with property management to ensure that each home unit is inspected, treated and free from pests before being relocated.
- 15 days prior to their upcoming relocation, the Relocation Coordinator will re-visit each of the residents 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 resident to ensure that the resident is ready to move and confirm their move time with them.
- Relocation Coordinator will assist residents with completed 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 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, homemaking and personal care, emergency response services, etc.). Presently Relocation Coordinator is working closely with our on-site service provider to ensure that services remain with residents no matter their relocation location.

VI. RESIDENT NOTIFICATIONS

Throughout the pre-construction and construction periods, SHA will communicate with residents to keep them informed of progress and to answer questions about the Rehabilitation Plan and the implementation of the Relocation Plan through periodic meetings, notices and door-to-door

personal communication. Notices to individual residents will be provided by personal delivery and sent by certified mail, return receipt requested, and provided in languages as appropriate.

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 along with any translation of this plan, as required or requested, through the Shelburne Housing Authority (SHA) Management Office at Highland Village Apartments at 1 Highland Avenue, Shelburne Falls, MA 01370. Residents will be informed that they may submit any written comments within 10 business days to SHA or the Bureau of Relocation. Any comments submitted to SHA will be forwarded to the Bureau of Relocation within five (5) business days. In addition this relocation plan will be provided in foreign language as requested or as is necessary.

The following outlines the anticipated process for resident notification:

- **General Information Notice (GIN)** – written notice indicating that the property is slated for rehabilitation will be hand-delivered and signed for by each resident or mailed certified mail, return receipt requested to all Highland Village Apartments residents. The notice will advise residents not to move, explain the nature of the proposed rehabilitation project, and describe in general terms the relocation assistance available to all Highland Village residents. See *Appendix E*.
- **Notice of Non-Displacement** – written notice to be sent to all households who will be temporarily relocate indicating that the household will not be displaced from the property but may need to be temporarily relocate while unit renovations are occurring, will be hand-delivered and signed for by each resident or sent certified first-class mail, return receipt requested. See *Appendix F*.
- **30-Day Notice** – the Relocation Coordinator will send this notice to all Highland Village Apartments households being temporarily relocated or moving directly into a renovated unit to inform them of the location of their temporary relocation/renovated unit, their vacate date and the relocation benefits to them. This notice will be sent at least 30 days in advance of each unit renovation. See *Appendix G*
- **Written Offer to Return** - the Relocation Coordinator will send this notice to all Highland Village Apartments 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 H*

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 Highland Village Apartments residents:

- Packing supplies (boxes and tape)—will be provided at no cost to the resident
- Services of a bonded moving company that will move all of their belongings

- The moving company can provide packing and unpacking assistance as well for households requiring such assistance.
- Storage of belongings, as needed, during unit renovations
- Assistance in transferring home cable, telephone and Internet services
- Reimbursement for any reasonable out-of-pocket expenses incurred in connection with a temporary move.
- As SHA provides cable services which are billed monthly, SHA will waive the customary charge during the duration of resident relocation obviating the need to disconnect / re-connect service.

A. Reimbursement for Actual Reasonable Moving and Related Expenses, including:

- Transportation of the affected resident and personal property
- Packing crating, uncrating and packing of personal property
- Storing of personal property
- Disconnecting, dismantling, removing, reassembling and reinstalling relocated household appliances and other personal property as long as they have been installed with the approval of management and are done so in compliance with the lease
- Reinstallation of telephone and cable service
- Insurance 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
- Credit checks and application fees
- Security deposit costs
- Other reasonable moving related expenses

Although not expected to occur, in the event that a temporary relocation becomes permanent and a resident is required to relocate permanently off-site, the resident is entitled to the full range of relocation benefits set out in M.G.L. c.79A and 760 CMR27, which may include a Replacement Housing Payment.

VIII. RELOCATION COSTS

SHA has budgeted approximately \$30,000.00 for the Highland Village Apartments temporary relocation effort.

IX. 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 rehabilitation activities to occur in a timely fashion. URA benefits, including moving expenses, will be paid to any resident for whom the sole and only basis of eviction is the refusal to cooperate with relocation.

The property manager may initiate actions under the eviction procedures if a resident refuses to comply with the following:

- A. Move or relocate
- B. Meet with property management/SHA staff regarding relocation or
- C. Cooperate in the relocation process.

In accordance with re-location regulations, eviction may 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).

However, SHA 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.

X. APPEALS

Grounds for Appeal

If a resident contends that this Relocation Plan is not being implemented properly or believes the Shelburne Housing Authority has failed to properly consider the person's request for relocation assistance, the resident may file a written appeal to Shelburne Housing Authority at 1 Highland Avenue, Shelburne Falls, MA 01370 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.

SHA relocation staff shall inform residents, in writing, of their right to appeal to Shelburne Housing Authority.

Grounds for an appeal may include:

1. A determination by the Shelburne Housing Authority of the individual's or family's eligibility or ineligibility as an Affected Resident, as defined by the Relocation Plan;
2. A determination by the Shelburne Housing Authority 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 temporarily relocate the individual or family, including the terms and conditions of the temporary move, or the amount and scope of temporary relocation benefits; and/or
4. The Shelburne Housing Authority'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 SHA, within sixty (60) calendar days of the date of the contested action, or by referral from SHA 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 communicated to 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 Owner 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 Owner at least forty-seven (48) hours in advance of the scheduled hearing. Upon the resident's showing of good cause, the Owner shall arrange an alternate date and time for the hearing and notify all parties.

The appeal will be conducted by a representative of the Owner 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 Owner, and to confront and cross-examine all witnesses on whose testimony or information the Owner relies; and
- a decision based solely and exclusively upon the facts presented at the hearing.

Decision by the Owner

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 thirty (30) days of receipt of the decision by the Shelburne Housing Authority (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:

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

XII. RELOCATION RECORDKEEPING AND NOTICES

An occupant list will be maintained that when the project is completed will identify:

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

All personal data of displaces (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.

The following notices will be delivered by certified mail, return receipt requested or hand-delivered and will be retained in the resident file.

- A. General Information Notice (See *Appendix D*)
- B. Notice of Non-displacement (See *Appendix E*)
- C. 30-Day Notice of Relocation (See *Appendix F*)
- D. Written Offer to Return (See *Appendix G*)

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

- 1. General Information Notice (GIN)
- 2. Notice of Nondisplacement or Combined Notice of Eligibility & 120-Day Notice
- 3. Relocation Survey
- 4. 30-Day Notice of Relocation
- 5. Written Offer to Return.

PROJECT CONTACT INFORMATION.

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