

Oxford Terrace
Fairhaven, Massachusetts

Relocation Plan

Fairhaven Housing Authority

Prepared by: Housing Opportunities Unlimited

February 16, 2022

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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 Oxford Terrace development, which is undergoing rehabilitation. Funding for the renovations is being provided by the Massachusetts Department of Housing and Community Development division of Public Housing (DHCD). This plan is written in accordance with M.G.L. Chapter 79A and implementing regulations at 760 CMR 27.00 *et seq.* (collectively, Governing Laws) and the DHCD Guidelines for the Temporary Relocation of Person(s) From Residential Dwelling Unit(s). Through this Plan, the Fairhaven Housing Authority (FHA) seeks 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.

The Plan will be available to all Affected Residents at FHA's Oxford Terrace Management Office at 275 Main Street, Fairhaven, MA. Residents will be informed that they may submit written comments to FHA 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 FHA 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

Marisa Rodrigues, Project Director
Housing Opportunities Unlimited
128 Brookside Ave 3rd Floor
Boston, MA 02130
(781) 964-5490
mrodrigues@housingopportunities.com

Krisanne Sheedy, Executive Director

Fairhaven Housing Authority
275 Main St.
Fairhaven, MA 02719
508-993-1144
508-717-0623

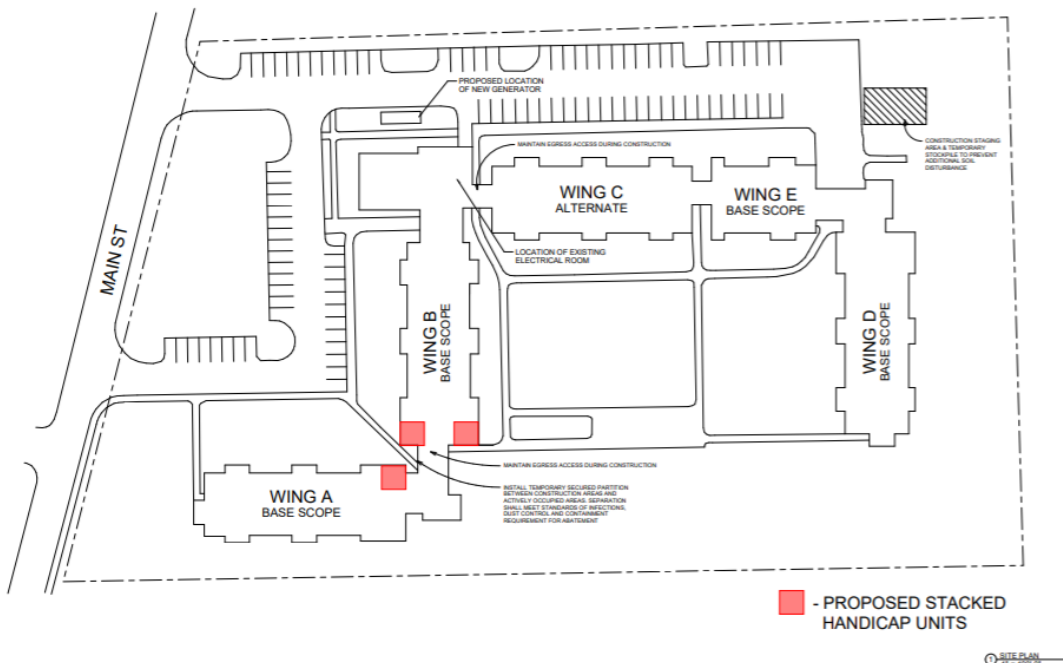
II. PROJECT SUMMARY

The Fairhaven Housing Authority (FHA) is renovating Oxford Terrace, a 107-unit elderly and disabled **state public-housing** community located at 275 Main Street in Fairhaven. All apartments at Oxford Terrace are one-bedroom apartments. HOU is providing temporary relocation services. Renovation funding sources are state and will trigger relocation per M.G.L. Chapter 79A and implementing regulations at 760 CMR 27.00 et seq. The project financing will not trigger federal relocation requirements.

HOU will work closely with the FHA team and their design and construction partners to support a smooth relocation process for the Oxford Terrace residents.

FHA has been working with Winslow Architects and DHCD to plan for apartment renovations, including relocating some of the handicapped accessible apartments.

Original scope and planning for this renovation included the entire site but the estimates that were submitted were significantly over budget. FHA and Winslow, because of the unique building layout with 5 individual “wings” the project, will bid with Wings A, B, E and D, and Wing C as an alternate. Rehabilitation work includes kitchen and bath updates, new flooring and painting of the apartments. All costs are being paid as part of DHCD’s state public housing support mod phase reward for senior supportive housing.



III. RESIDENT CHARACTERISTICS AND RELOCATION NEEDS ASSESSMENTS

Oxford Terrace is home to elderly residents all of whom income-qualify for state public housing. It has a very stable residency, so most residents have lived here for 10+ years. Currently, there are 91 occupied units with 95 residents at Oxford Terrace.

HOU, in conjunction with FHA, convened four separate community meetings with Oxford Terrace residents during the first week of February 2022 to bring residents up to date on the renovation timeline and plans.

Beginning in March 2022, HOU will conduct individual household assessments to inform individual relocation needs and allow the HOU team to provide the specific household support necessary to meet the construction schedule deadlines. These assessments will provide comprehensive information on their current housing needs (including current service providers, reasonable accommodations, etc.) as well as to learn of their concerns and any potential barriers to relocation. Household assessments may be done virtually, by phone or in person (with COVID protocols) depending on the resident's preference.

At a minimum, the information documented on the Needs Assessment Form will:

- Assess special consideration of the impact of relocation on elders and people with disabilities;
- Inform the identification of suitable relocation or rehousing unit, taking into consideration special needs;
- Identify any planned time away from the unit/hospitalizations during the relocation;
- Identify the need for assistance with relocation preparations (packing assistance, utility transfers, social service provider referrals, Lifeline, phone Internet and cable transfers if relevant, and/or notifications);
- To the extent assessments may be completed in the resident's unit (contingent upon status of COVID-19 pandemic), 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;
- Support transfer and transition of resident's pets. This will include finding pet friendly off-site housing if necessary. Execute updated FHA Pet Policy if needed, including flea check as part of the pest management process.

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

See **Appendix B: Relocation Needs Assessment Form.**

IV. RELOCATION PLAN

The plan is for construction to be done in phases corresponding to the wings. Each wing contains 24 units. The renovation work is scheduled to commence in late August/early September 2022, and the anticipated duration of the renovations is 18 months. It is expected that each phase will take approximately 14-16 weeks. The building layout allows construction to create temporary barriers to isolate the construction activity. The phasing of the work does not matter for construction purposes. HOU will work with FHA and the contractor and architect to finalize a relocation schedule that takes into account the location of vacancies and any extenuating resident circumstances. FHA expects there to be approximately 12 on-site vacancies when construction starts. Moves will include one-way and two-way moves and temporary on- and off-site relocations that will be determined by the number of vacancies in each phase.

It is anticipated that the vast majority of the moves will be on site. It is possible that a small number of households may have to temporarily relocate to hotels in the area. Every effort will be made to place residents in hotel efficiencies, but in the event that the hotel rooms do not have kitchens, residents will be given a daily stipend for the cost of meals. Households will also be given an option to relocate with family/friends if that is their preference. All temporary housing options provided will be decent, safe and sanitary on a nondiscriminatory basis for any persons moved temporarily. HOU will strive to minimize the number of moves while working with FHA to accommodate specific resident issues.

V. RESIDENT NOTIFICATIONS

Throughout the Project, HOU and FHA 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 other appropriate and accessible modes of communication, of their right to reasonable accommodation to enable them to fully participate in all Project activities. If an Affected Resident has a first language other than English, 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 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 required relocation notices:

- **General Information Notice (GIN)** – written notice informing the residents that the property is slated for rehabilitation but that the household will not be permanently displaced. 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 Oxford Terrace residents. Given the COVID-19 pandemic, residents may be asked to sign and date a copy that has been provided and mail back to HOU in a self-addressed stamped envelope, or drop into a box at the on-site management office.
- **Notice of Nondisplacement**—written notice informing households that they will not be permanently displaced, but will 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. This notice will be mailed to the residents with the same receipt instructions.
- **30-Day Notice**– the Relocation Coordinator will send out 30-Day Notice to each Oxford Terrace household being temporarily relocated (or moving directly into a renovated unit, if applicable) 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.
- **Notice of Move Back/Return to a Renovated Unit**—approximately 15 to 30 days prior to resident’s anticipated move to a renovated unit, the Relocation Coordinator will provide them with written notice regarding their move date and other details of their move.

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.

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

VI. RELOCATION SERVICES AND PROCEDURES

The HOU relocation team for Oxford Terrace is Marisa Rodrigues, Project Director, and a Relocation Coordinator, who has not yet been identified, who will be responsible for the on-site relocation work. All Relocation Staff will work collaboratively with FHA and their rehabilitation team. Relocation staff will also keep family and/or other support personnel informed, as directed by the resident.

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 transfers, conducting follow-up visits, communicating on an ongoing basis with tenants, as needed, and documenting the relocation activities.

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

- The Relocation Staff in coordination with FHA, will update residents regarding the status of the relocation and rehabilitation effort, discuss relocation topics and receive feedback.
- Relocation Staff will 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 provided with a Move Notice which will identify the unit to which they will temporarily relocate and/or renovated unit to which they will move.
- The Relocation Coordinator will schedule the move with the licensed and bonded moving company, provide packing supplies and coordinate packing assistance, as needed.
- The Relocation Coordinator will collaborate with property management to ensure that each home unit is inspected, treated and free from pests before being relocated if applicable.
- Relocation staff will also assist the resident with transferring utilities to and from the temporary relocation unit, if applicable.
- Two weeks prior to their unit renovation, the Relocation Coordinator will re-visit each household 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 household to ensure that they are 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.
- Working closely with the FHA team, the 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.
- Relocation Staff will follow up with tenants during their temporary relocation and confirm with them the date they will be returning to a renovated unit.

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 Affected Residents of Oxford Terrace:

- Packing supplies (boxes, bubble wrap, tape, etc.)—will be provided at no cost to the resident for their temporary move to on-site “host” 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, Internet and telephone services.
- Reimbursement for any reasonable out-of-pocket expenses incurred in connection with the temporary move.

VIII. GRIEVANCE AND APPEALS PROCEDURES

Failure of Residents to Adhere to This Plan

Fairhaven Housing Authority will exercise its authority judiciously with respect to its rights to relocate Affected Residents in order to ensure and enable the rehabilitation activities to occur in a timely fashion. Eviction should be employed only as a last resort. 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 760 CMR and referenced 49 CFR Part 24. Nonetheless, in accordance with 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 FHA/HOU Relocation staff regarding relocation; or
3. Cooperate in the relocation process.

FHA and HOU Relocation Staff will undertake every effort to best accommodate resident needs during their relocation and coordinate resident relocation with the support of resident emergency contacts/family members so as to avoid eviction action. This includes employing informal conferences in an attempt to address any issues. As such, any adverse determination of ineligibility or change in eligibility status of an Affected Resident shall be reported in writing to FHA within ten (10) calendar days of such determination or change in eligibility.

A. Grounds for Appeal

If a resident contends that this Relocation Plan is not being implemented properly or believes that FHA has failed to properly consider the person’s request for relocation assistance, the resident may file a written appeal to FHA, where staff is responsible for ensuring that the Relocation Provider:

- 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.

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

- A determination by FHA of the individual's eligibility or ineligibility as an Affected Resident, as defined by the Relocation Plan;
- A determination by FHA 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.
- FHA's determination that an Affected Resident rejected an offer of a comparable temporary relocation unit without good cause.

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

Filing an Appeal

An appeal must be filed in writing with the Executive Director of Fairhaven Housing Authority within sixty (60) calendar days of the date of the contested action, or by referral from FHA 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. FHA 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 FHA at least forty-eight (48) hours in advance of the scheduled hearing. Upon the resident's showing of good cause, FHA shall arrange an alternate date and time for the hearing and notify all parties.

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

Decision by FHA. 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 DHCD. Within 30 days of receipt of the decision by FHA, 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:

Maggie Schmidt, Relocation Division
Massachusetts Department of Housing and Community Development
100 Cambridge St, Suite 300 Boston, MA 02114

IX. 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

As required by 760 CMR the following notices will be delivered by certified mail or hand delivered, return receipt requested:

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

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

- a. General Information Notice (GIN)
- b. Notice of Nondisplacement
- c. Relocation Survey
- d. 30-Day Notice
- e. Move-Out Notice/ (if applicable)

f. Notice of Move Back/Return to Renovated Unit

APPENDIX A: RELOCATION BUDGET

Relocation Agent, HOU

Temporary relocation, predominantly on-site. Regulatory requirements: M.G.L. Chapter 79A and implementing regulations at 760 CMR 27.00 et seq.

18-month relocation services per Oxford Terrace contract agreement and relocation plan. Includes a part-time relocation coordinator, part-time moving assistant, and oversight and support from senior HOU staff and additional HOU staff as needed to support moves. If relocation goes more than 18 months the monthly fee will be as indicated.

18 month total (\$13,937.50 per month): \$168,405

Planning and Community outreach: \$4,500

Relocation Plan: \$3,000

Estimated third-party relocation costs for budgeting purposes

*Over the past few months, HOU has seen significant increases in the cost of moves due to the increase in labor costs. We have heard from our moving contractors that in order to keep their labor and compete with similar type jobs such as Amazon they are paying their employees up to \$25/hour.

One-way moves for one bedrooms \$950 with packing assistance \$1,250

Per unit packing supplies: \$125

Off-site per night hotel room: \$150 regular, negotiated longer term rental: \$120/night

Extra transportation for off-site residents: \$400/month

Monthly storage fees for off-site residents: \$250/month

Assumptions:

107 units with 16 vacancies: 91

All two way moves with packing assistance (worse case scenario): 182 moves

6 handicapped households, 4 off-site for 4 months = 120 nights

Moving costs: \$227,500

Packing supplies: \$11,375

Hotel stays: \$57,600

Storage: \$4,000

Transportation costs: \$6,400

Utility transfers: \$11,830

Dumpster rental: \$2,000 (apartment "spring" clean out event before relocation)

Estimated Total: \$320,705* This is the budget number. HOU and FHA will work together to try to leverage relocation planning to support one way moves and limited off-site time.

Relocation Agent Costs + Third-party relocation costs: \$496,610

APPENDIX B: RELOCATION NEEDS ASSESSMENT FORM

Oxford Terrace RESIDENT RELOCATION SURVEY

DATE: _____

TIME: _____ AM/PM

INTERVIEWER(S)

Resident Name:

Head of Household Name:

Apartment #: _____ Type of Apartment: ___ 1 Bed ___ H/C

Phone #: _____ Cell #: _____ Age: _____

HOH Email Address:

Best time to be reached: _____ a.m. / p.m.

Primary Contact:

Name _____

Relationship _____

Address _____

Emergency Contact

Phone _____

Email _____

Is there a family member / friend you would like to be present for the move?

_____ Y _____ N

Relationship to tenant: _____

Best way to contact:

Do you have copies of your Phone, Cable or Internet bills? ___Y ___N

If not, who does?

Primary Language: _____ English Skill Level: _____

Live-in Aide Name: _____ Phone: _____

Frailty Level (or mobility issues): ___Very ___Somewhat ___Not Frail

Special Equipment/Adaptive Devices:

___Hospital bed ___Oxygen Tank ___Wheelchair ___Motorized Chair Other: ___

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

Do you or any family members currently have outside service providers that come into your home

- Homemaking services ___Y ___N
- Personal care services ___Y ___N
- Meals on Wheels ___Y ___N
- Other ___Y ___N

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

Do you currently have a Personal Care/Lifeline button in case of a medical emergency?

___Y ___N

If yes, please describe _____

Would you prefer to go stay with a family member during the approximate 14-16 weeks that your house will be under construction instead of staying in a temporary host unit on site?

___Y ___N

If yes,

Name _____

Address _____

Phone Number _____

Time Away: Do you have any plans for extended time away from your apartment?

Vacation: ___Y ___N Dates: _____

Hospitalization: ___Y ___N Dates: _____

If yes to either, contact info for those dates:

Do you have any regular weekly appointments (dialysis, blood draws, OT, PT, etc.)?

When / Where:

When / Where:

Adult Day Health:

_____ PACE Schedule:

_____ Adult Day Health Program _____

Other (specify):

Schedule:

Case Manager: _____ Telephone _____

Do you have any pets ___Y ___N Type(s) _____

Do you have any allergies (i.e. dust) ___Y ___N Type: _____

Do you have any scheduled medical procedures or conditions that might prevent you from moving when scheduled? ___Y ___N Describe:

HOU STAFF

Pest Control Inspection Info:

_____ None _____ Roaches _____ Meal moths _____ Bed bugs

_____ Grain beetle

_____ Mice *When was the last time you saw the above pests? _____

1. Home delivered meals: ____Y ____N If yes, provider: _____

2. Does the tenant have window treatments and want them at the new apartment?
_____Y _____N

____Rod ____Pinched ____Split in the middle ____One piece

3. Explain packing process. Does the tenant want to participate?
_____Y _____N

If yes, we will schedule a time 3 weeks before the move to assist the tenant with packing. Tenants should NOT begin packing their apartment early, because they often pack in a manner that makes the move process much more difficult for the movers. Tenants should wait for our assistance to ensure that they do not over pack. We can provide boxes at that time. After the move, tenants will also receive assistance from relocation staff to unpack and arrange their belongings.

4. Furniture and Utility Information (make sure to check closets!):

Rating: ____Light ____Medium ____Hard ____Extra packing

Quantity: ____“Normal” ____Crowded ____Cluttered

Cleanliness: ____Very good ____Good ____Poor ____Odor

Large items to note:

Valuables (e.g. jewelry, antiques, furs, coin and art collections, stocks and bonds):

**Neither HOU nor Movers will not be responsible for valuables on move day. Residents will be given a canvas bag in which they must put all valuables, medications, money, wallets, jewelry, etc. A household member must keep this valuables bag with them at all times. HOU and Movers will not enter the unit until the valuables bag is secured.

Resident Initial: _____

5. Utilities and account information:

_____ Comcast Account #:

_____ RTN Account #:

_____ Telephone Account #:

_____ Internet Provider: _____

_____ Personal Assistance Button Provider: _____

_____ Computer _____ Wall Mounted TV _____ Cables specially wired

Follow-Up Interview (include date, time, order number, and fee, if applicable):

Utility Transfer Info (1): _____

Utility Transfer Info (2): _____

Utility Transfer Info (3): _____

Do you plan on discarding any items before the move? ___Y ___N If yes, what?

Do you see any possible unauthorized (tenant-done) modifications?

- _____ Overhead lighting
- _____ Kitchen / bathroom floor covering
- _____ Cabinets / large shelves attached to wall
- _____ Tinfoil around stove
- _____ Other

Authorized Modifications: _____

Are there any Reasonable Accommodation requests on file with Management?

Are there any reasonable accommodations in the current apartment that are not on file?

_____ Vinyl floor

_____ "Wood" vinyl

_____ Florescent overhead lighting

-Other (specify): _____

Window treatment Info (Draws from left or right? How many pieces?)

Staff Observations

Is the resident cooperative?

Any issues that might delay relocation?

Any need for a referral to Resident Services (explain)?

Interviewer Comments:

Resident's Signature: _____

Date: _____

Interviewer Signature: _____

Date: _____

Interpreter/Translator Name: _____

APPENDIX C: RELOCATION NOTICES

GIN COVER LETTER

January , 2022

Dear Oxford Terrace Resident,

The Fairhaven Housing Authority (FHA) is planning to undertake the renovation of Oxford Terrace, end of Summer 2022 and anticipated to be complete in early 2024. The proposed renovations include modernization and upgrades to the apartments.

FHA has hired an experienced team from Housing Opportunities Unlimited (or “HOU” for short) to coordinate relocation services and to support residents throughout the renovation process. Staff from HOU will begin contacting Oxford Terrace residents this month to complete relocation surveys to understand your relocation needs. It is anticipated that the first units will be undergoing renovations in September 2022. While your unit undergoes renovations, you will be relocated temporarily to an on-site unit for approximately 4 months and then moved to a rehabilitated comparable apartment or back to your renovated apartment. All moving related expenses (e.g., movers, packing supplies, packing expenses, utility transfers, etc.) will be covered by the project and HOU will assist you with all aspects of your move.

At this point in the process, FHA is required to notify all Oxford Terrace residents of your relocation rights and benefits under federal laws and regulations—which is why we are providing the enclosed General Information Notice (GIN). Please understand, however, that **you are not required to move now**.

In the meantime, we will continue to update you on the progress of the rehabilitation.

Stay well and take care,

GENERAL INFORMATION NOTICE (GIN) TENANT NOT DISPLACED

Date: _____

Dear _____:

Fairhaven Housing Authority (FHA) is interested in renovating the property you currently occupy at Oxford Terrace Apartments. This proposed project is anticipated to receive funding assistance from the Commonwealth of Massachusetts' Department of Housing and Community Development.

The purpose of this notice is to inform you that we are seeking funding and that you will not be displaced as a result of the proposed project upon funding approval. You will be eligible for relocation assistance and payments under M.G.L. Chapter 79A.

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

You may be required to move temporarily so that the rehabilitation can be completed. If you must move temporarily, suitable housing will be made available to you, most likely at another unit within Oxford Terrace or another Fairhaven Housing Authority public housing unit. You will not be responsible for any moving costs, and you will be reimbursed for all reasonable out of pocket expenses related to the temporary relocation. You will need to continue to pay your rent and comply with all other lease terms and conditions.

Upon completion of the rehabilitation, you will continue to lease and occupy a suitable, decent, safe and sanitary apartment in the same building/complex under reasonable terms and condition

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. In the meantime, if you have any questions about our plans, please contact Marisa Rodrigues at 617 820-2869 or by email at mrodrigues@housingopportunities.com.

Sincerely,

Krisanne Sheedy
Executive Director

If hand delivered:

I acknowledge receipt of this notice: _____ Date: _____

NOTICE OF NONDISPLACEMENT

DATE: _____

Dear

Address

On February xx, 2022, the Fairhaven Housing Authority notified you of the proposed plans to rehabilitate Oxford Terrace, where you currently live.

- **This is a notice of nondisplacement.** You will not be required to move permanently as a result of the rehabilitation.
- You will be required to move temporarily for unit renovations and all of your moving costs will be covered at no additional cost to you.

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 your current terms and conditions.
2. You will need to 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 must continue to comply with the terms and conditions of your lease, including paying your rent

If you have any questions, please contact Marisa Rodrigues, Project Director at (617) 820-2869 or mrodrigues@housingopportunities.com.

Sincerely,

Head/Co-Head of Household Signature: _____

Date Received: _____

30-Day Notice

Date: _____

Dear _____,

We have received confirmation from the site construction team that they are preparing to begin renovations in your unit at _____ (*address*). In order for these renovations to take place you will be temporarily relocated to an onsite vacant unit at Oxford Terrace (*or other off-site location if applicable*).

This letter serves as your 30-Day Notice of Relocation.

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

In an effort to keep our residents and employees safe and healthy, we are taking all distancing and cleaning precautions required to prevent the spread of COVID-19. The apartment to which you will be moved will be cleaned prior to your move.

Within the next few days, _____, Relocation Coordinator with Housing Opportunities Unlimited (HOU), will be in contact with you to discuss your upcoming relocation. HOU will oversee your move, including the coordination of the packing and moving of your belongings and transfer of any in-home services you have. _____ (RELOCATION COORDINATOR) will provide 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 by email at _____.

Thank you,

(Relocation Coordinator)
Housing Opportunities Unlimited (HOU)
on-site office hours
phone number
email address

Notice to Return to a Renovated Unit

Head of Household Name

Address

Date: _____

Dear _____:

The Fairhaven Housing Authority is pleased to inform you that a rehabilitated apartment at Oxford Terrace will be ready for you to occupy in approximately ____ days. This unit is located at _____ (*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 D: DEFINITIONS

Definitions for Relocation subject to HUD URA and Section 104(d), and the Massachusetts Department of Housing and Community Development.

The following definitions reflect URA regulations as found in 49 CFR 24.2 and further clarified for HUD programs in HUD Handbook 1378. Further section references in the definition are not included in this appendix but can be found at:

<https://www.hudexchange.info/resource/804/ura-and-real-property-acquisition-policies-act-49-cfr-part-24>

State of Massachusetts definitions are in blue and reflect M.G.L. Ch. 79A and 760 CMR 27.01

If there are duplicative definitions between URA and MGL 79A, this appendix defers to URA.

DEFINITIONS

Agency. The term *Agency* means the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

"Acquisition", the taking of real property by eminent domain, negotiated sale, or other means, by or for any public agency, or by any person or agency authorized to take by eminent domain, or by a corporation established under the provisions of chapter one hundred and twenty-one A.

(i) **Acquiring Agency.** The term *acquiring Agency* means a State Agency, as defined in paragraph (a)(1)(iv) of this section, which has the authority to acquire property by eminent domain under State law, and a State Agency or person which does not have such authority.

"Bureau", the bureau of relocation in the department of housing and community development.

(ii) **Displacing Agency.** The term *displacing Agency* means any Federal Agency carrying out a program or project, and any State, State Agency, or person carrying out a program or project with Federal financial assistance, which causes a person to be a displaced person.

Displacing agency - any agency or person carrying out a **covered activity** which causes or will cause a legal occupant to become a displaced person.

Coverage. The policies and requirements for relocation assistance and payments apply to the following activities if they result in the displacement of persons or businesses (the "**covered activities**"): (a) Any taking of real property by eminent domain, negotiated sale, or other means by any public agency or other entity with eminent domain powers. (b) State- aided urban renewal. (c) Privately-financed urban renewal which requires approval under M.G.L. c. 121B. (d) Construction of state-aided public housing. (e) Construction of state colleges and other public facilities. (f) Construction of local schools . (g) Local public works and other public improvements. (h) Projects undertaken in accordance with M.G.L. c. 121A. (i) Any other activity for which relocation assistance is provided under the provisions of M.G.L. c. 79A.

(iii) **Federal Agency.** The term *Federal Agency* means any department, Agency, or instrumentality in the executive branch of the government, any wholly owned government corporation,

the Architect of the Capitol, the Federal Reserve Banks and branches thereof, and any person who has the authority to acquire property by eminent domain under Federal law.

(iv) *State Agency*. The term *State Agency* means any department, Agency or instrumentality of a State or of a political subdivision of a State, any department, Agency, or instrumentality of two or more States or of two or more political subdivisions of a State or States, and any person who has the authority to acquire property by eminent domain under State law.

(2) *Alien not lawfully present in the United States*. The phrase “alien not lawfully present in the United States” means an alien who is not “lawfully present” in the United States as defined in 8 CFR 103.12 and includes:

(i) An alien present in the United States who has not been admitted or paroled into the United States pursuant to the Immigration and Nationality Act (8 U.S.C. 1101 *et seq.*) and whose stay in the United States has not been authorized by the United States Attorney General; and,

(ii) An alien who is present in the United States after the expiration of the period of stay authorized by the United States Attorney General or who otherwise violates the terms and conditions of admission, parole or authorization to stay in the United States.

(3) *Appraisal*. The term *appraisal* means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

(4) *Business*. The term *business* means any lawful activity, except a farm operation, that is conducted:

(i) Primarily for the purchase, sale, lease and/or rental of personal and/or real property, and/or for the manufacture, processing, and/or marketing of products, commodities, and/or any other personal property;

(ii) Primarily for the sale of services to the public;

(iii) Primarily for outdoor advertising display purposes, when the display must be moved as a result of the project; or

(iv) By a nonprofit organization that has established its nonprofit status under applicable Federal or State law.

(5) *Citizen*. The term *citizen* for purposes of this part includes both citizens of the United States and noncitizen nationals.

[Comparable function item](#) - an item of personal property which is the same or reasonably similar to an item of personal property not moved but which is substituted by a displaced business. Such an item should be the same relative size as the item not moved, but need not be exactly the same so long as the function the item performs for the business is the same.

Comparable Replacement Dwelling has been expanded in HUD Handbook 1378. Below is that definition, the URA definition and MGL 79A definition.

HUD Handbook 1378:

Comparable Replacement Dwelling (49 CFR 24.2(a)(6)). The term "comparable replacement dwelling" as defined in the URA regulations includes a special provision for persons receiving government housing assistance before displacement which is relevant to many HUD-funded projects (see 49 CFR 24.2(a)(6)(ix)). HUD's various subsidy programs can have differing requirements with regard to assignment of appropriate unit sizes based on statute, regulation, and/or local housing codes. A person being moved from a unit subsidized under one program to a unit subsidized under another program (e.g., a public housing unit to the Housing Choice Voucher program) as a result of displacement may be entitled to either a larger or smaller unit than previously occupied, based on the unit-size standards applicable to the family size and composition at the time of displacement. The subsidy program governing the replacement unit may not be able to accommodate a "grandfathered" unit size, which was larger than necessary to accommodate the household at the displacement site. Persons may never be moved into a HUDsubsidized unit, which is too small for the family size under the applicable HUD subsidy program or local housing codes. 1) If the person did not receive a government rental housing subsidy before displacement, the comparable replacement dwelling must be an unsubsidized unit available on the private market, unless the person is willing to accept a unit with either project-based or tenant-based assistance (if available). Acceptance of a government subsidized unit will require that the household move into a unit which meets the unit-size requirements of the subsidy program, regardless of the size of the displacement unit. 2) A comparable replacement dwelling for a person receiving government housing assistance before displacement may reflect similar government housing assistance. (a) A public housing unit may qualify as a comparable replacement dwelling only for a person displaced from a public housing unit. (b) A privately owned dwelling with a project-based housing subsidy (i.e., subsidy tied to the unit) may qualify as a comparable replacement dwelling only for a person displaced from a similarly subsidized unit or public housing unit. (c) A privately owned dwelling made affordable by a tenant-based housing subsidy (i.e., subsidy not tied to the building), such as a Housing Choice Voucher (formerly Section 8 voucher), may qualify as a comparable replacement dwelling for a person receiving a similar subsidy before displacement or displaced from a unit with a project-based subsidy or public housing. (d) Section 8 housing choice vouchers should not be offered as a comparable unit or as a substitute for cash replacement housing payments in any case where the displacing agency cannot provide referrals to decent, safe, and sanitary dwelling units where the owner is willing to participate in the Section 8 program. 3) Within the financial means of the displaced person (49 CFR 24.2(a)(6)(viii)). Although there are statutory and regulatory limits placed on URA replacement housing payments for both owner-occupants (49 CFR 24.401(b)) and tenants (49 CFR 24.402(a)), Congress also provided a statutory exemption to these monetary limits (P.L. 91-646, Sec. 206) described in the regulations at 49 CFR 24.404 (Replacement housing of last resort.) Use of the last resort housing provision is required where an owner- occupant or tenant cannot otherwise be appropriately housed within the monetary limits. This is a common situation in high-cost housing areas or with very low income tenants who do not live in subsidized housing at the time of displacement.

"Comparable replacement dwelling", one which is:

(a) safe and sanitary, in conformance with the regulations of the department of public health entitled Article II of the state sanitary code, established pursuant to section one hundred and twenty-seven of chapter one hundred and eleven;

(b) functionally equivalent and substantially the same as the acquired dwelling with respect to number of rooms, area of living space, type of construction, and state of repair, provided it is standard and adequate in size to accommodate the displaced person;

(c) in an area not generally less desirable than the area in which the acquired dwelling is located and as similar as possible with regard to housing values, public utilities, and public and commercial facilities;

(d) within the financial means of the displaced person, the gross cost of which is not greater than twenty-five percent of gross income;

(e) reasonably accessible to the displaced person's present or potential place of employment;

(f) available on the market to the displaced person;

(g) open to all persons regardless of race, color, religion, sex or national origin and consistent with the requirements of Title VIII of the Civil Rights Act of 1968.

(6) *Comparable replacement dwelling*. The term *comparable replacement dwelling* means a dwelling which is:

(i) Decent, safe and sanitary as described in paragraph 24.2(a)(8) of this section;

(ii) Functionally equivalent to the displacement dwelling. The term *functionally equivalent* means that it performs the same function, and provides the same utility. While a comparable replacement dwelling need not possess every feature of the displacement dwelling, the principal features must be present. Generally, functional equivalency is an objective standard, reflecting the range of purposes for which the various physical features of a dwelling may be used. However, in determining whether a replacement dwelling is functionally equivalent to the displacement dwelling, the Agency may consider reasonable trade-offs for specific features when the replacement unit is equal to or better than the displacement dwelling (See appendix A, §24.2(a)(6));

(iii) Adequate in size to accommodate the occupants;

(iv) In an area not subject to unreasonable adverse environmental conditions;

(v) In a location generally not less desirable than the location of the displaced person's dwelling with respect to public utilities and commercial and public facilities, and reasonably accessible to the person's place of employment;

(vi) On a site that is typical in size for residential development with normal site improvements, including customary landscaping. The site need not include special improvements such as outbuildings, swimming pools, or greenhouses. (See also §24.403(a)(2));

(vii) Currently available to the displaced person on the private market except as provided in paragraph (a)(6)(ix) of this section (See appendix A, §24.2(a)(6)(vii)); and

(viii) Within the financial means of the displaced person:

(A) A replacement dwelling purchased by a homeowner in occupancy at the displacement dwelling for at least 180 days prior to initiation of negotiations (180-day homeowner) is considered to be within the homeowner's financial means if the homeowner will receive the full price differential as described in §24.401(c), all increased mortgage interest costs as described at §24.401(d) and all incidental expenses as described at §24.401(e), plus any additional amount required to be paid under §24.404, Replacement housing of last resort.

(B) A replacement dwelling rented by an eligible displaced person is considered to be within his or her financial means if, after receiving rental assistance under this part, the person's monthly rent and estimated average monthly utility costs for the replacement dwelling do not exceed the person's base monthly rental for the displacement dwelling as described at §24.402(b)(2).

(C) For a displaced person who is not eligible to receive a replacement housing payment because of the person's failure to meet length-of-occupancy requirements, comparable replacement rental housing is considered to be within the person's financial means if an Agency pays that portion of the monthly housing costs of a replacement dwelling which exceeds the person's base monthly rent for the displacement dwelling as described in §24.402(b)(2). Such rental assistance must be paid under §24.404, Replacement housing of last resort.

(ix) For a person receiving government housing assistance before displacement, a dwelling that may reflect similar government housing assistance. In such cases any requirements of the government housing assistance program relating to the size of the replacement dwelling shall apply. (See appendix A, §24.2(a)(6)(ix).)

(7) *Contribute materially.* The term *contribute materially* means that during the 2 taxable years prior to the taxable year in which displacement occurs, or during such other period as the Agency determines to be more equitable, a business or farm operation:

(i) Had average annual gross receipts of at least \$5,000; or

(ii) Had average annual net earnings of at least \$1,000; or

(iii) Contributed at least 33 $\frac{1}{3}$ percent of the owner's or operator's average annual gross income from all sources.

(iv) If the application of the above criteria creates an inequity or hardship in any given case, the Agency may approve the use of other criteria as determined appropriate.

(8) *Decent, safe, and sanitary dwelling.* The term *decent, safe, and sanitary dwelling* means 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, weather tight, 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 needed 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).)

(9) *Displaced person.* (i) *General.* The term *displaced person* means, except as provided in paragraph (a)(9)(ii) of this section, any person who moves from the real property or moves his or her personal property from the real property. (This includes a person who occupies the real property prior to its acquisition, but who does not meet the length of occupancy requirements of the Uniform Act as described at §24.401(a) and §24.402(a)):

(A) As a direct result of a written notice of intent to acquire (see §24.203(d)), the initiation of negotiations for, or the acquisition of, such real property in whole or in part for a project;

(B) As a direct result of rehabilitation or demolition for a project; or

(C) As a direct result of a written notice of intent to acquire, or the acquisition, rehabilitation or demolition of, in whole or in part, other real property on which the person conducts a business or farm operation, for a project. However, eligibility for such person under this paragraph applies only for purposes of obtaining relocation assistance advisory services under §24.205(c), and moving expenses under §24.301, §24.302 or §24.303.

[Displaced person](#) - the definition of "displaced person" is set out in M.G.L. c. 79A, § 1 as follows: "any person who, on or after the effective date of this act, moves from real property, or moves his personal property from real property as a result of the acquisition of such property or the receipt of a written order to vacate real property, for a program or project undertaken by an agency or person required to provide relocation assistance under this act."

(ii) *Persons not displaced.* The following is a nonexclusive listing of persons who do not qualify as displaced persons under this part:

(A) A person who moves before the initiation of negotiations (see §24.403(d)), unless the Agency determines that the person was displaced as a direct result of the program or project;

(B) A person who initially enters into occupancy of the property after the date of its acquisition for the project;

(C) A person who has occupied the property for the purpose of obtaining assistance under the Uniform Act;

(D) A person who is not required to relocate permanently as a direct result of a project. Such determination shall be made by the Agency in accordance with any guidelines established by the Federal Agency funding the project (See appendix A, §24.2(a)(9)(ii)(D));

(E) An owner-occupant who moves as a result of an acquisition of real property as described in §§24.101(a)(2) or 24.101(b)(1) or (2), or as a result of the rehabilitation or demolition of the real property. (However, the displacement of a tenant as a direct result of any acquisition, rehabilitation or demolition for a Federal or federally-assisted project is subject to this part.);

(F) A person whom the **Displacing** Agency determines is not displaced as a direct result of a partial acquisition;

(G) A person who, after receiving a notice of relocation eligibility (described at §24.203(b)), is notified in writing that he or she will not be displaced for a project. Such written notification shall not be issued unless the person has not moved and the Agency agrees to reimburse the person for any expenses incurred to satisfy any binding contractual relocation obligations entered into after the effective date of the notice of relocation eligibility;

(H) An owner-occupant who conveys his or her property, as described in §§24.101(a)(2) or 24.101(b)(1) or (2), after being informed in writing that if a mutually satisfactory agreement on terms of the conveyance cannot be reached, the Agency will not acquire the property. In such cases, however, any resulting displacement of a tenant is subject to the regulations in this part;

(I) A person who retains the right of use and occupancy of the real property for life following its acquisition by the Agency;

(J) An owner who retains the right of use and occupancy of the real property for a fixed term after its acquisition by the Department of the Interior under Pub. L. 93-477, Appropriations for National Park System, or Pub. L. 93-303, Land and Water Conservation Fund, except that such owner remains a displaced person for purposes of subpart D of this part;

(K) A person who is determined to be in unlawful occupancy prior to or after the initiation of negotiations, or a person who has been evicted for cause, under applicable law, as provided for in §24.206. However, advisory assistance may be provided to unlawful occupants at the option of the Agency in order to facilitate the project;

(L) A person who is not lawfully present in the United States and who has been determined to be ineligible for relocation assistance in accordance with §24.208; or

(M) Tenants required to move as a result of the sale of their dwelling to a person using downpayment assistance provided under the American Dream Downpayment Initiative (ADDI) authorized by section 102 of the American Dream Downpayment Act (Pub. L. 108-186; codified at 42 U.S.C. 12821).

(10) *Dwelling*. The term *dwelling* means the place of permanent or customary and usual residence of a person, according to local custom or law, including a single family house; a single family unit in a two-family, multi-family, or multi-purpose property; a unit of a condominium or cooperative housing project; a non-housekeeping unit; a mobile home; or any other residential unit.

[Dwelling](#) - the definition of "dwelling" is set out in M.G.L. c. 79A, § 1 as follows: "a single-family building, single-family unit, including a non-housekeeping unit, in a two-family or multifamily building, a unit of a condominium or cooperative housing project, a manufactured home, or other residential unit." In addition, as used herein, the term means the place of permanent or customary and usual residence of a person.

(11) *Dwelling site*. The term *dwelling site* means a land area that is typical in size for similar dwellings located in the same neighborhood or rural area. (See appendix A, §24.2(a)(11).)

(12) *Farm operation*. The term *farm operation* means any activity conducted solely or primarily for the production of one or more agricultural products or commodities, including timber, for sale or home use, and customarily producing such products or commodities in sufficient quantity to be capable of contributing materially to the operator's support.

(13) *Federal financial assistance*. The term *Federal financial assistance* means a grant, loan, or contribution provided by the United States, except any Federal guarantee or insurance and any interest reduction payment to an individual in connection with the purchase and occupancy of a residence by that individual.

(14) *Household income*. The term *household income* means total gross income received for a 12 month period from all sources (earned and unearned) including, but not limited to wages, salary, child support, alimony, unemployment benefits, workers compensation, social security, or the net income from a business. It does not include income received or earned by dependent children and full time students under 18 years of age. (See appendix A, §24.2(a)(14) for examples of exclusions to income.)

(15) *Initiation of negotiations*. Unless a different action is specified in applicable Federal program regulations, the term *initiation of negotiations* means the following:

(i) Whenever the displacement results from the acquisition of the real property by a Federal Agency or State Agency, the *initiation of negotiations* means the delivery of the initial written offer of just compensation by the Agency to the owner or the owner's representative to purchase the real property for the project. However, if the Federal Agency or State Agency issues a notice of its intent to acquire the real property, and a person moves after that notice, but before delivery of the initial written purchase offer, the *initiation of negotiations* means the actual move of the person from the property.

(ii) Whenever the displacement is caused by rehabilitation, demolition or privately undertaken acquisition of the real property (and there is no related acquisition by a Federal Agency or a State Agency), the *initiation of negotiations* means the notice to the person that he or she will be displaced by the project or, if there is no notice, the actual move of the person from the property.

(iii) In the case of a permanent relocation to protect the public health and welfare, under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (Pub. L. 96-510, or Superfund) (CERCLA) the *initiation of negotiations* means the formal announcement of such relocation or the Federal or federally-coordinated health advisory where the Federal Government later decides to conduct a permanent relocation.

(iv) In the case of permanent relocation of a tenant as a result of an acquisition of real property described in §24.101(b)(1) through (5), the initiation of negotiations means the actions described in §24.2(a)(15)(i) and (ii), except that such initiation of negotiations does not become effective, for purposes of establishing eligibility for relocation assistance for such tenants under this part, until there is a written agreement between the Agency and the owner to purchase the real property. (See appendix A, §24.2(a)(15)(iv)).

[Initiation of negotiations](#) - the definition of "initiation of negotiation" is set out in M.G.L. c. 79A, § 1, as follows: "the date the acquiring agency makes the initial written offer to the owner of real property to be acquired for a project of an amount established by the agency as just compensation for the property. In instances where acquisition does not occur, initiation of negotiations shall mean the date of vacating." In addition, as used herein, the term means the date the acquiring agency makes the initial written offer to the owner of real property to be acquired for a project of an amount established by the agency as just compensation for the property in cases where displacement results from the acquisition of real property by a public agency. If the public agency issues a notice of its intent to acquire the real property, and a person moves after that notice, but before delivery of the initial written purchase offer, the "initiation of negotiations" means the actual move of the person from the property.

In cases where displacement is caused by rehabilitation, demolition, or privately undertaken acquisition of real property (and there is no related acquisition by a public agency) then the “initiations of negotiations” shall mean the notice to the person that he or she will be displaced by the project or, if there is no such notice (other than a notice of non-displacement) the actual move of the person from the property

(16) *Lead Agency*. The term *Lead Agency* means the Department of Transportation acting through the Federal Highway Administration.

(17) *Mobile home*. The term *mobile home* includes manufactured homes and recreational vehicles used as residences. (See appendix A, §24.2(a)(17)).

(18) *Mortgage*. The term *mortgage* means such classes of liens as are commonly given to secure advances on, or the unpaid purchase price of, real property, under the laws of the State in which the real property is located, together with the credit instruments, if any, secured thereby.

(19) *Nonprofit organization*. The term *nonprofit organization* means an organization that is incorporated under the applicable laws of a State as a nonprofit organization, and exempt from paying Federal income taxes under section 501 of the Internal Revenue Code (26 U.S.C. 501).

(20) *Owner of a dwelling*. The term *owner of a dwelling* means a person who is considered to have met the requirement to own a dwelling if the person purchases or holds any of the following interests in real property:

(i) Fee title, a life estate, a land contract, a 99 year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition; or

(ii) An interest in a cooperative housing project which includes the right to occupy a dwelling; or

(iii) A contract to purchase any of the interests or estates described in §24.2(a)(1)(i) or (ii) of this section; or

(iv) Any other interest, including a partial interest, which in the judgment of the Agency warrants consideration as ownership.

(21) *Person*. The term *person* means any individual, family, partnership, corporation, or association.

(22) *Program or project*. The phrase *program or project* means any activity or 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.

[Relocation advisory agency](#) - a relocation agency as defined in M.G.L. c. 79A, § 2

M.G.L. c. 79A Section 2. No acquisition, rehabilitation, demolition, or other improvement which shall involve the displacement of occupants of dwelling units or business units shall be made unless and until the bureau has qualified a relocation advisory agency to give relocation assistance to the occupants to be displaced. Any agency, public or private, may be qualified by the bureau to act as a relocation agency until such time as the bureau may, on stated grounds, withdraw qualifications; or the bureau may qualify any agency, public or private, proposed by a displacing agency to act as a relocation agency with respect to particular acquisitions. The bureau may qualify a displacing agency to act as the relocation agency with respect to particular acquisitions.

["Relocation plan"](#), the plan submitted by a displacing agency to the bureau pursuant to sections four and eight.

(23) *Salvage value*. The term *salvage value* means the probable sale price of an item offered for sale to knowledgeable buyers with the requirement that it be removed from the property at a buyer's expense (i.e., not eligible for relocation assistance). This includes items for re-use as well as items with components that can be re-used or recycled when there is no reasonable prospect for sale except on this basis.

(24) *Small business*. A *small business* is a business having not more than 500 employees working at the site being acquired or displaced by a program or project, which site is the location of economic activity. Sites occupied solely by outdoor advertising signs, displays, or devices do not qualify as a business for purposes of §24.304.

(25) *State*. Any of the several States of the United States or the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or a political subdivision of any of these jurisdictions.

(26) *Tenant*. The term *tenant* means a person who has the temporary **legal** use and occupancy of real property owned by another.

(27) *Uneconomic remnant*. The term *uneconomic remnant* means a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

(28) *Uniform Act*. The term *Uniform Act* means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646, 84 Stat. 1894; 42 U.S.C. 4601 *et seq.*), and amendments thereto.

(29) *Unlawful occupant*. A person who occupies without property right, title or payment of rent or a person legally evicted, with no legal rights to occupy a property under State law. An Agency, at its discretion, may consider such person to be in lawful occupancy.

[Unlawful occupancy](#) - A person is considered to be in unlawful occupancy of real property if the person has been ordered to move by a court of competent jurisdiction prior to the initiation of negotiations or is determined by the displacing agency to be a squatter who is occupying the real property without the permission of the owner and otherwise has no legal right to occupy the property under State law. A displacing agency may, at its discretion, consider such a squatter to be in lawful occupancy

(30) *Utility costs*. The term *utility costs* means expenses for electricity, gas, other heating and cooking fuels, water and sewer.

APPENDIX D: RELOCATION AGENT QUALIFICATIONS