

TENANT RELOCATION CERTIFICATION

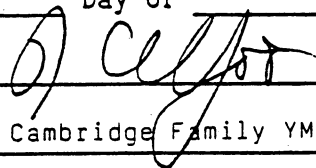
I/We, Richard A. Foot, President, certify that no tenant currently residing at the project site has been forced to move without cause in the last twelve months.

I/We, agree (if applicable) to assume all such costs of temporary tenant relocation.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS

Eighteenth Day of May, 19 92

SIGNATURE:



ADDRESS:

Cambridge Family YMCA
820 Massachusetts Avenue
Cambridge, MA 02139-3296

Jack a/k/a George F. Welch Jr.
316 Huntington Ave. Unit 721
Boston MA 02115
(617) 267-0429

September 24, 2002

Kevin Keogh, New England Regional Director
US Department of Housing And Urban Development
Thomas P O'Neil Jr. Federal Building
10 Causeway Street
Boston, Massachusetts 02222

Dear Mr. Keogh:

As you know I am one of the former tenants of the Cambridge Family YMCA Affordable Housing Limited Partnership (the Limited Partnership), owner since November 27, 1991 of Unit 1 of the two-unit Cambridge Family YMCA Condominium located in the two buildings at 820 Massachusetts Avenue, Cambridge, owned by the Cambridge Young Men's Christian Association (the Association) as described in the February 21, 1992 letter to the Association's president, Richard Foot from Association Attorney, David Knisely, a copy of which is attached for your review.

As Miniard Culpepper, HUD Assistant General Counsel For New England should by now have advised you, the Association and the Limited Partnership caused me to become a displaced person with a valid claim for relocation assistance, replacement housing and relocation payments under the Uniform Relocation and Real Property Acquisition Policies Act (URA), 42 U.S.C. 4601, et seq., applicable regulations and HUD's Relocation Handbook, when the Association through its Limited Partnership used Federal Financial Assistance under the HOME Program provided by the City of Cambridge Massachusetts to rehabilitate Unit 1 of the two-unit Cambridge Family YMCA Condominium.

Be advised that the Association and the Limited Partnership have failed and refused to comply with my September 15, 2002 demand for relocation assistance and temporary housing payments. Read the attached copy of my September 15, 2002 one page demand letter (without attachments).

Therefore this is a request that you comply with Code of Federal Regulation 49 CFR 24.4 (HUD MONITORING AND CORRECTIVE ACTION) and the Appeals Procedure (49 CFR 24.10) by:

(1) directing the HOME Program Grantee, City of Cambridge Massachusetts, to bear whatever reasonable costs are necessary to enable me to relocate to a comparable replacement dwelling of my choice which is functionally equivalent to the displacement dwelling Unit 1 of the two-unit Cambridge Family YMCA Condominium (49 CFR 24.2(d) & 49 CFR 24.2(f)), or ensure the repair or rehabilitation any replacement dwelling occupied by me to the extent necessary to correct deficiencies which would not be present if the HOME Program Grantee, City of Cambridge Massachusetts, had met its obligations under the HUD Relocation Handbook including payment of moving costs and expenses, and

(2) directing the HOME Program Grantee, City of Cambridge Massachusetts, to pay my temporary housing costs and expenses pursuant to 49 CFR 24.204, (Availability of comparable replacement dwelling before displacement), a copy of which is attached, and

(3) directing the HOME Program Grantee, City of Cambridge Massachusetts to calculate my Rental Assistance based upon the lesser of 30% of my income in 1992 or my 1992 monthly rent (49 CFR 402).

Attached is Miniard Culpepper's May 31, 1996 Appeal Review in support of my claims.

Jack George Welch Jr.

cc: Miniard Culpepper; Roy Martin / Sen. Kerry; Robert Healy Cambridge City Manager

GARRITY & KNISELY

ATTORNEYS AT LAW

126 STATE STREET

BOSTON, MASSACHUSETTS 02109

(617) 367-3990

FAX (617) 367-5002

ROBERT P. GARRITY

DAVID S. KNISELY

February 21, 1992

Richard A. Foot, President
Cambridge Young Men's Christian Association
820 Massachusetts Avenue
Cambridge, Massachusetts 02139

Re: Ownership of land and building located at 820
Massachusetts Avenue, Cambridge, MA ("Premises")

Dear Dick:

This office hereby certifies that the Premises, including all appurtenances thereto, is a two-unit condominium, having been submitted to the provisions of G.L. c. 183A. The Master Deed for the Cambridge Family YMCA Condominium ("Condominium") was recorded at the Middlesex South Registry of Deeds on November 27, 1991, as document number 1165. The Declaration of Trust ("Trust") for the Condominium was recorded at said Registry on November 27, 1991, as document number 1166. Copies of said Master Deed and Declaration of Trust are enclosed herewith.

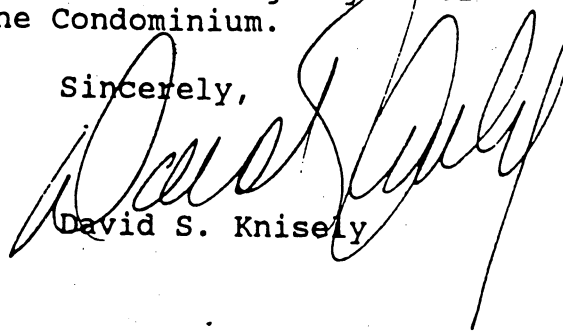
Unit 2 of the Condominium is presently owned by the Cambridge Young Men's Christian Association, a Massachusetts charitable corporation ("Association"), said Association having created the Condominium. Unit 1 of the Condominium is presently owned by the Cambridge Family YMCA Affordable Housing Limited Partnership ("Limited Partnership") pursuant to unit deed dated November 27, 1991, and recorded at said Registry as document number 1168. The General Partner of the Limited Partnership is the Association.

The Condominium was created, and Unit 1 thereof was conveyed to the Limited Partnership, to enable the Association to utilize low-income housing tax credits as a way to raise equity for the renovation of the residential portion of the Premises. Notwithstanding the creation of the Condominium and conveyance of Unit 1 thereof to the Limited Partnership, this

Y & KNISELY

office further certifies that the Association maintains complete control of the Premises by virtue of (1) its ownership in fee of Unit 2 of the Condominium; (2) its control of the Limited Partnership that owns Unit 1 of the Condominium; and (3) its control of the Trust, as sole trustee thereof and through control of 100% of the voting rights of the unit owners of both units of the Condominium.

Sincerely,

A handwritten signature in dark ink, appearing to read "David S. Knisely", is written over the typed name. The signature is fluid and cursive, with a large initial "D" and "K".

David S. Knisely

DSK/jr

Jack a/k/a George F. Welch Jr.
316 Huntington Ave. Unit 721
Boston MA 02115
(617) 267-0429

September 15, 2002

David Knisely, Board Chair & Counsel
Cambridge YMCA
Jeff Seifert, President of the Cambridge YMCA
and the General Partner of the Cambridge
Family YMCA Affordable Housing Limited Partnership
820 Massachusetts Avenue
Boston MA 02139

Dear Mr. Knisely and Mr. Seifert

I am one of the former tenants of the Cambridge Family YMCA Affordable Housing Limited Partnership, (the Limited Partnership), owner since November 27, 1991 of Unit 1 of the two-unit Cambridge Family YMCA Condominium located in the two buildings at 820 Massachusetts Avenue, Cambridge, Massachusetts owned by the Cambridge Young Men's Christian Association (the Association) according to the February 21, 1992 letter to the Association's President, Richard Foot from Association Attorney, David S. Knisely, a copy of which is attached to refresh your memory.

As Miniard Culpepper, HUD Assistant General Counsel For New England should have advised you, I am one of the former tenants of the Limited Partnership who was incorrectly informed by Elsa Campbell, the HOME program coordinator for the City of Cambridge's Community Development Department in her letter to tenants dated November 1992 stating that:

The Cambridge Family YMCA...is in the process of submitting an application to the Cambridge Community Development for financial assistance through the HOME program to rehab the building in which you reside. This letter is to inform you that you are not eligible for relocation assistance under the Uniform Relocation Act of 1979, due to the Boarding Agreement...that you signed upon admission. You will be informed as to the implementation date of the impending program and given 30 days written notice of the termination of your Boarding Agreement.

Ms. Campbell's November 2, 1992 letter to me notifying me of the application for HOME funds erroneously states that "you are not eligible for relocation assistance under the Boarding Agreement" because when on May 1, 1992 I moved into room 437 located in Unit 1 of the Cambridge Family YMCA Condominium, I did not sign a Boarding Agreement with the Limited Partnership which stated the name, address and telephone numbers of the owner as required under the State Attorney General's Landlord-Tenant Consumer Protection Regulations, 940 CMR 3.17(3) and under which I waived my rights to receive relocation assistance provided by the Limited Partnership pursuant to the URA as a tenant to be displaced as a result of the Limited Partnership's HOME Program assisted rehabilitation project.

I therefore demand that the Association provide me with the relocation assistance that I should have received beginning in November 1992 as described HUD publication "Relocation Assistance To Tenants Displaced From Their Homes", a copy of which is "ATTACHMENT 4" hereto. Also attached is a copy of Miniard Culpepper's five Memorandum dated May 31, 1996 containing the facts and law in support of my claim for relocation assistance under the Uniform Relocation Act. Because the Association required me to move before offering one comparable replacement dwelling, this is also a claim for payment by the Association for my temporary relocation costs in accordance with 49 CFR 24.204, "Availability of comparable replacement dwelling before displacement", a copy of which is also attached.

cc: Roby Martin Office of Senator Kerry, Miniard Culpepper HUD

[Code of Federal Regulations]
[Title 49, Volume 1, Parts 1 to 99]
[Revised as of October 1, 2000]
From the U.S. Government Printing Office via GPO Access
[CITE: 49CFR24.204]

[Page 221-222]

TITLE 49--TRANSPORTATION

Subtitle A--Office of the Secretary of Transportation

PART 24--UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION FOR FEDERAL AND

Subpart C--General Relocation Requirements

Sec. 24.204 Availability of comparable replacement dwelling before displacement.

(a) General. No person to be displaced shall be required to move from his or her dwelling unless at least one comparable replacement dwelling (defined at Sec. 24.2) has been made available to the person. Where possible, three or more comparable replacement dwellings shall be made available. A comparable replacement dwelling will be considered to have been made available to a person, if:

- (1) The person is informed of its location; and
- (2) The person has sufficient time to negotiate and enter into a purchase agreement or lease for the property; and
- (3) Subject to reasonable safeguards, the person is assured of receiving the relocation assistance and acquisition payment to which the person is entitled in sufficient time to complete the purchase or lease of the property.

(b) Circumstances permitting waiver. The Federal agency funding the project may grant a waiver of the policy in paragraph (a) of this section in any case where it is demonstrated that a person must move because of:

- (1) A major disaster as defined in section 102(c) of the Disaster Relief Act of 1974 (42 U.S.C. 5121); or
- (2) A presidentially declared national emergency; or
- (3) Another emergency which requires immediate vacation of the real

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property, such as when continued occupancy of the displacement dwelling constitutes a substantial danger to the health or safety of the occupants or the public.

(c) Basic conditions of emergency move. Whenever a person is required to relocate for a temporary period because of an emergency as described in paragraph (b) of this section, the Agency shall:

- (1) Take whatever steps are necessary to assure that the person is temporarily relocated to a decent, safe, and sanitary dwelling; and
- (2) Pay the actual reasonable out-of-pocket moving expenses and any reasonable increase in rent and utility costs incurred in connection with the temporary relocation; and
- (3) Make available to the displaced person as soon as feasible, at least one comparable replacement dwelling. (For purposes of filing a claim and meeting the eligibility requirements for a relocation payment, the date of displacement is the date the person moves from the temporarily-occupied dwelling.)

[54 FR 8928, Mar. 2, 1989, as amended at 64 FR 7132, Feb. 12, 1999]

MAY 31 1996

MEMORANDUM FOR: Robert L. Paquin, Deputy Director,
Office of CPD, IAD

FROM: Miniard Culpepper, Assistant General Counsel for
New England, IAC

SUBJECT: URA Relocation Claim of George Welch

On April 11, 1996, George F. Welch Jr. wrote to Secretary's Representative Mary Lou Crane and to U.S. Attorney Donald Stern concerning his claim for relocation assistance based on his displacement in 1993 from a room at the Cambridge Family YMCA (the "Y"). A copy of Mr. Welch's April 11 letter is attached for your reference.

Mr. Welch's April 11 letter complains of your "violating my rights, after receiving my July 19, 1995, appeal, to a fair and full review by HUD of my appeal from the determinations of the city of Cambridge regarding my rights as a displaced person to receive relocation payments" Your response of August 29, 1995, to Mr. Welch's July 19, 1995, appeal is the basis for Mr. Welch's April 11, 1996, complaint.

Among other things, Mr. Welch's April 11 letter presents a claim under the Federal Tort Claims Act (FTCA) for payment of relocation assistance by the U.S. or by HUD. Under the FTCA, the Government may be liable for the negligence of its employees, but only to the extent that a private person under local law would be similarly liable. Since there is no law in Massachusetts requiring private persons to review relocation appeals to HUD, there is no legal basis under the FTCA for Mr. Welch's claim. We will inform Mr. Welch accordingly. As discussed below, however, our review of the facts and the law pertaining to Mr. Welch's claim under the Uniform Relocation and Real Property Acquisition Policies Act (URA), 42 U.S.C. 4601, et seq. and applicable regulations and HUD's Relocation Handbook, indicates that Mr. Welch has a valid claim for assistance under the URA, due to rehabilitation at the YMCA funded by the HOME program.

FACTS

Several years ago, the Cambridge Family YMCA began an undertaking to rehabilitate its building on Massachusetts Avenue. In order to take advantage of tax credits, the Y established an

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entity called the Cambridge Family YMCA Affordable Housing Limited Partnership.

In February 1992, the Partnership applied for \$2 million in Federal funds under HUD's Shelter Plus Care program to finance the cost of rehabilitating 30 single-room-occupancy units in the Y. The funds were to be provided in the form of Section 8 rental subsidies for ten years. This was just part of the rehabilitation planned for the building, and the Shelter Plus Care program was just one of several sources of funds, both Federal and non-Federal, for financing different aspects of the total rehabilitation of the building.

In May 1992, Mr. Welch moved into one of the 30 rooms designated for Shelter Plus Care subsidies. (He later moved to another such room.) Before commencing his tenancy, Mr. Welch signed a Boarding Agreement that stated:

I further understand that the assigned room is designated for a pending program and that, given implementation of the program, this agreement will be terminated with written notice to me by the YMCA. I understand that I am not entitled to relocation assistance upon termination of this agreement.

The Boarding Agreement does not identify the "pending program" for which Mr. Welch's room was "designated," however, correspondence in our file, including your letter to Mr. Welch of August 29, 1995, referred to above, indicates that the program in question was the Shelter Plus Care program covering 30 rooms.

On November 2, 1992, Elsa Campbell, the HOME program coordinator for the City of Cambridge's Community Development Department, wrote to Mr. Welch stating:

The Cambridge Family YMCA . . . is in the process of submitting an application to the Cambridge Community Development Department for financial assistance through the HOME program to rehab the building in which you reside. This letter is to inform you that you are not eligible for relocation assistance under the Uniform Relocation Act of 1979, due to the Boarding Agreement . . . that you signed upon admission. You will be informed as to the implementation date of the impending program and given 30 days written notice of the termination of your Boarding Agreement.

The application for HOME funds was for the purpose of rehabilitating nine rooms at the Y. These rooms were separate from the 30 rooms slated for Shelter Plus Care subsidies. The Partnership and the city of Cambridge entered into an agreement on April 21, 1993, by which the city would provide the HOME funds for the nine rooms.

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On March 10, 1993, Ronald Lahti, Vice President for Residence and Counseling Services at the Y, sent Mr. Welch a 30-day notice to quit, stating that "we are beginning construction on April 1, 1993." Mr. Welch moved out and subsequently sought assistance under the URA from the Cambridge Community Development Department. The city responded by referring the claim to the Cambridge Housing Authority (CHA). In letters to Mr. Welch of January 21 and 25, 1994, the city's Elsa Campbell explained that the CHA, not the city's Community Development Department, was responsible for reviewing his claim because his displacement was caused by rehabilitation covered by the Shelter Plus Care program administered by the CHA.

On July 19, 1995, Mr. Welch submitted an appeal to Mary Lou Crane at HUD. Your August 29 response treated the July 19 letter as an appeal from the denial of Mr. Welch's relocation claim by the CHA. As noted above, Mr. Welch's April 11, 1996, letter complains that your response violated his right "to a fair and full review by HUD of my appeal from the determinations of the city of Cambridge regarding my rights as a displaced person to receive relocation payments"

DISCUSSION

Mr. Welch maintains that he is entitled to relocation assistance through the HOME program. He relies on the fact that the Partnership's application for HOME funds postdated his execution of the Boarding Agreement, for which reason he concludes that the waiver in the agreement is inapplicable to his eligibility relating to the HOME program.

The HOME program regulations provide that a displaced person must be provided relocation assistance in accordance with the URA. A displaced person is a person "that moves from real property . . . as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds" (emphasis added). 24 C.F.R. 92.353(c)(2)(i). The term "project" is defined very broadly in the HOME regulations (24 C.F.R. 92.2). It means:

a site or an entire building . . . , or two or more buildings, together with the site or . . . sites on which the building or buildings are located, that are under common ownership, management and financing and are to be assisted with HOME funds, under a commitment by the owner, as a single undertaking under this part. Project includes all the activities associated with the site or building.

(Emphasis added).

This last sentence suggests that, as long as the building is rehabilitated with HOME funds, persons displaced from the building qualify as persons displaced for a HOME-assisted project, even if additional sources of funding are used in the

rehabilitation and even if HOME funds are not actually the source of funds used to rehabilitate the particular unit in the building from which the person is displaced.

Chapter 8, section 4 of HUD Handbook 1378 describes the relocation requirements applicable to the HOME program. Three examples that appear at the end of paragraph 8-45 of that Handbook support the above interpretation of the HOME regulations. Most applicable to Mr. Welch's case, the third example states:

A contract is executed covering the rehabilitation of a 12-unit multifamily building. HOME funds are used to pay part of the cost of the rehabilitation of five units to be occupied by low/moderate income families. Non-Federal funds are used to finance the rehabilitation of the other seven units. Determination: The HOME-assisted 'project' is the rehabilitation of the building (all 12 units). A person displaced from any of the 12 units is protected by the URA.

Applying this example to the rehabilitation of the Cambridge Family YMCA, the HOME-assisted project is the rehabilitation of the entire building, including the 30 Shelter Plus Care rooms. Thus, a person displaced from any room in the building qualifies as a displaced person and is eligible for relocation benefits unless the person meets the criteria set forth in 24 C.F.R. 92.353(c)(2)(ii).

The HOME program regulation at 24 C.F.R. 92.353(c)(2)(ii), which was in effect when Mr. Welch signed the Boarding Agreement, provides as follows:

A person does not qualify as a displaced person if: . . .
(B) the person moves into the property after submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g. displacement . . .), and the fact that the person would not qualify as a 'displaced person' (or for any assistance under this section) as a result of the project.

If Mr. Welch had signed a Boarding Agreement that notified him that he would not qualify for relocation benefits because of a pending application for HOME funds, such agreement would clearly bar recovery of relocation assistance. But Mr. Welch did not sign such an agreement; he did not, as the HOME regulation requires, move "into the property after the submission of the application" for HOME funds; and the Boarding Agreement did not provide written notice of the HOME "project." Thus, Mr. Welch never waived his right to URA protection to which residents of the Y became entitled when the Partnership applied for HOME funds. Put another way, although Mr. Welch waived his right to URA protection when he signed the Boarding Agreement relating to Shelter Plus Care-funded rehabilitation, he acquired a new and

unrelated right to URA protection when, during his occupancy, the Partnership applied for HOME funds. In the absence of some authority stating that the waiver of rights to relocation benefits relating to rehabilitation funded by Shelter Plus Care program precludes the subsequent acquisition of rights relating to rehabilitation funded by the HOME program, the Boarding Agreement has no effect on Mr. Welch's rights relating to the HOME-funded rehabilitation at the Y. We have found no such preclusive authority.

It appears that confusion on this point stemmed from the January 21 and 25, 1994, letters from Elsa Campbell (copies attached) that responded to the claim that Mr. Welch presented to the Community Development Department of the city of Cambridge. The January 25 letter states:

The rooms that you occupied at the Y were rehabed under HUD's Shelter Plus Care program. Financial assistance under this program takes the form of Section 8 rental certificates administered by the housing authority, not the Community Development Department.

Ms. Campbell failed to recognize that the HOME regulations at 24 C.F.R. 92.2 define "project" as including "all the activities associated with the site and building," including, therefore, the activities funded by the Shelter Plus Care program. Likewise, Ms. Campbell's November 2, 1992, letter to Mr. Welch notifying him of the application for HOME funds erroneously states that "you are not eligible for relocation assistance under the URA due to the Boarding Agreement."

We have conferred with the Office of General Counsel in arriving at our conclusion in this matter.

Please advise as to what action you will take, as we need to respond to Mr. Welch's April 11 letter.

Thank you for your cooperation.

1AC Legal

1AC Chron

1AC:Farrell:rf:May 24, 1996 corrected:May 30, 1996

[Handwritten signature]
5/30/96

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Jack a/k/a George F. Welch Jr.
316 Huntington Ave. Unit 721
Boston MA 02115
(617) 267-0429

October 1, 2002

The Cambridge City Council
Cambridge City Hall

RE: Violations of the City's HOME Program Loan Agreement
By The Cambridge YMCA and Its Limited Partnership

Dear Cambridge City Council:

The Cambridge Young Men's Christian Association and its Limited Partnership, The Cambridge Family YMCA Affordable Housing Limited Partnership caused me and other tenants to become displaced persons with valid claims for relocation assistance and payments under the Uniform Relocation and Real Property Acquisition Policies Act (URA), 42 U.S.C. 4601 et. seq., applicable regulations, and HUD Relocation Handbook when the Cambridge Young Men's Christian Association through its Limited Partnership used Federal Financial Assistance under the HOME Program provided by the City under a 10 year loan agreement dated April 21, 1993 to rehabilitate Unit 1 of the two-unit Cambridge Family YMCA Condominium located in the Cambridge Young Men's Christian Association's two buildings at 820 Massachusetts Avenue, Cambridge Massachusetts.

The Cambridge YMCA and its Limited Partnership have transferred to the City the costs and expenses of providing me with temporary relocation payments by violating the May 18, 1992 TENANT RELOCATION CERTIFICATION agreement of Richard Foot, President of the Cambridge YMCA, under which the Cambridge YMCA agreed to assume all costs of temporary tenant relocation and by violating its April 21, 1993 HOME Program Loan Agreement with the City which provides at page 2 that

"The Partnership shall agree to comply with all HOME regulations and program requirements"

A copy of the May 18, 1992 Cambridge YMCA TENANT RELOCATION CERTIFICATION is attached for your review.

The Cambridge YMCA and its Limited Partnership have also transferred to the City the costs and expenses of providing me with a Replacement Dwelling which is functionally equivalent to or better than Unit 1 of its two-unit Cambridge Family YMCA Condominium and providing me with Rental Assistance Payments and Moving Expense Payments by violating its April 21, 1993 HOME Program Loan Agreement with the City which provides at page 2 that

"The Partnership shall agree to comply with all HOME regulations and program requirements"

Because the City's Law Department and Department of Community Development have delayed requiring the Cambridge YMCA and its Limited Partnership to correct the above described violations in accordance with the City's April 21, 1993 HOME Program Agreement, I have submitted to Kevin Keogh, HUD New England Regional Director, a request that he take the actions described in my letter dated September 24, 2002, a copy of which is attached with supporting documentation.

This is a request that the Cambridge City Council enter an Order requesting that the City Manager provide the City Council at the next City Council meeting, a report of the estimated costs should HUD require the City to pay my relocation costs and expenses and the reasons for the City's delay in requiring the Cambridge YMCA and its Limited Partnership to correct its violations of its TENANT RELOCATION CERTIFICATION and its April 21, 1993 HOME Program Loan Agreement with the City.

CC: Robert Healy, City Manager; Russel Higley City Solicitor; Roy Martin Office of Senator Kerry

Jack a/k/a
George F. Welch Jr.

S-295

Consent Communication #4

A communication was received from Jack a/k/a George F. Welch, Jr., regarding the City's HOME Program Loan Agreement by the Cambridge YMCA and its Limited Partnership.

In City Council October 7, 2002

PLACED ON FILE.