

George F. Welch Jr.
P.O. Box 391818
Cambridge MA. 02139
work # (617) 247-3800
June 20, 1995

RECEIVED BY
OFFICE OF CITY CLERK
1995 JUN 20 PM 4:30
CAMBRIDGE MA.

Russel B. Higley, City Solicitor
Donald A. Drisdell, Senior Staff Attorney
City of Cambridge, City Hall, Massachusetts 02139

RE: The Continuing Non Payment By The City of Cambridge of Uniform
Relocation Act Claim and Non Compliance With URA Requirements

AND TO: The Cambridge City Council For Discussion At Council Meeting
AND TO: Massachusetts Board Of Bar Overseers For Appropriate Action
AND NOTICE TO: Henry G, Cisneros, Secretary HUD

Dear City Solicitor Higley and Deputy Drisdell:

As you know, I am the Massachusetts Homeless Veteran and the displaced Cambridge YMCA residential Tenant who filed a Complaint dated June 6, 1995 with Secretary Cisneros of the U.S. Department of Housing and Urban Development against your boss, Robert Healy, City Manager of HUD HOME Funds Grantee, Cambridge, Massachusetts and his subordinate, Susan Schlesinger, Director of Housing, Cambridge Community and Development Department, for falsely informing me by letter dated April 19, 1994 that the Cambridge Housing Authority (CHA) and the City filed jointly to HUD for funding under the Shelter Plus Care Single Room Occupancy (SRO) Moderate Rehabilitation Program for grant funds to renovate SRO's in the Cambridge YMCA and that I pursue my claims for relocation assistance with the CHA not the City.

As you know, on or about June 13, 1995, after receiving a copy of my June 6, 1995 Complaint to HUD, City Manager Robert W. Healy referred my Complaint to your law department instead of promptly complying requirements of the URA General Requirements Governing Claims For Relocation appearing in paragraphs 2-7a-g of HUD Handbook 1378 by promptly authorizing the City Treasurer to pay my March 14, 1994 moving expense claim and by directing Susan Schlesinger of the City Community and Development Department to provide me with assistance in completing my replacement housing assistance claim form as required under the URA Claims Procedure.

As Massachusetts attorneys, both of you know that under Massachusetts law and Attorney Disciplinary Rules you are not permitted to cause any person to sustain financial injury or loss of governmentally protected rights as a result of your acts of delay nor are you allowed to sign documents containing material misrepresentations nor are you allowed to participate with your clients in acts of misrepresentation.

As you know, City Solicitor Russel B. Higley, you signed a letter dated May 6, 1994 in which you also falsely advised me to pursue my claims for relocation assistance with the Cambridge Housing Authority (CHA) and thereby caused me to be homeless and to sustain

financial loss of URA moving expenses and replacement housing rental/purchase payments, a true copy of your May 6, 1994 containing several misrepresentations regarding the CHA is attached as "EXHIBIT F".

As appears from you signature, City Solicitor Higley and the signature of City Manager Healy, on page 21 of the April 21, 1993 Agreement between the City of Cambridge Massachusetts and The Cambridge Family YMCA Affordable Housing Limited Partnership under which the City of Cambridge provided HUD HOME Program funds for the rehabilitation of the 127-unit Single Room Occupancy Partnership building at 820 Massachusetts Avenue, Unit 1 Cambridge Massachusetts, you knew that the representations regarding the Cambridge Housing Authority in you May 6, 1994 letter, EXHIBIT F, and in the City Manager's April 19, 1994 letter were false and designed to cause me and all other displaced Veteran and non Veteran Cambridge YMCA tenants to sustain financial loss of URA moving expense payments and replacement housing rental/purchase payments. A true copy of page 21 of the City's HOME Program Funds Agreement with the YMCA Limited Partnership containing your signature, along with page 12 regarding the City Community and Development Department Displacement, Relocation, ect. responsibility, together with page 5 showing Project Schedule "Tenants temporarily relocated-beginning April 1993", plus page 1 are attached as "EXHIBIT G".

It also appears that both of you know that by her letter dated March 23, 1993, Susan Schlesinger, Housing Director, Community and Development Department also falsely represented to the HUD Washington D.C. Headquarters Official in paragraph 3 that

"the Cambridge Housing Authority, as grantee, is the lead agency and that Mr. Welch's complaint should be filed with them, rather than the City of Cambridge or the YMCA",

a true copy of Ms. Schlesinger's two page letter to HUD dated March 23, 1994 is attached as "EXHIBIT H".

It also appears that both of you know that in her March 23, 1994 letter, EXHIBIT H, City Official Susan Schlesinger also falsely represented to the HUD Official in paragraph 2 that

"Mr. Welch believes that he is entitled to relocation benefits even though he signed an agreement waiving his rights to benefits, when he moved in to the YMCA."

when in fact the enclosed document referred to by Ms. Schlesinger as a boarding agreement,

- (a) contains no statement by me waiving my rights to URA relocation assistance if I am displaced as a result of the HUD HOME Program assisted rehabilitation of the 127-unit Single Room Occupancy Partnership building located at 820 Massachusetts Avenue, Unit 1, Cambridge Massachusetts starting in April 1993; and
- (b) is not an agreement between me and the For Profit Limited Partnership that received from the City of Cambridge HUD HOME funds for the rehabilitation.

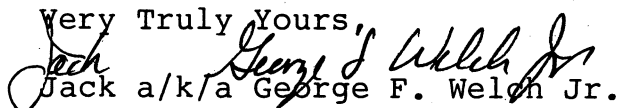
A true copy of the document enclosed with Ms. Schlesinger's March

23, 1994 letter is attached as "EXHIBIT I".

To encourage both of you to promptly end your above described acts in violation of both Massachusetts and Federal Law and the Attorney Disciplinary Rules by advising City Manager Robert Healy to promptly authorize payment of my March 14, 1994 URA moving expense claim and by advising both City Manager Healy and his subordinate Susan Schlesinger, Cambridge Community Development Department, to promptly provide me with assistance in completing my March 14, 1994 replacement housing assistance form and thereafter paying to me rental/purchase payments as required under the URA General Claims Procedure, please be advised that:

1. This letter and supporting documents constitutes a Complaint against both of you which I am filing with the Massachusetts Board of Bar Overseers for appropriate action; and
2. This letter and supporting documents constitutes a Complaint against both of you which I am filing with HUD Secretary Cisneros for his determination that the United States Attorney General or her assign take action against both of you and your above named clients for using the U.S. Mail and FAX wire to make the false representations to HUD Officials appearing in your letters designed to violate the rights under the Uniform Relocation Act of both Veteran and non Veteran displaced Tenants of the For Private Profit Cambridge YMCA Limited Partnership to receive relocation assistance and payments from the HUD HOME fund Grantee City of Cambridge Massachusetts.
3. This letter and supporting documents is submitted to the Clerk of the City of Cambridge to be put on the agenda for discussion at the next meeting of the Cambridge City Council

Very Truly Yours,

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

Homeless Veteran and Displaced Cambridge YMCA Tenant
P.O. Box 391818
Cambridge MA. 02139

EXHIBIT F



CITY OF CAMBRIDGE

Office of the City Solicitor

City Hall

795 Massachusetts Avenue
Cambridge, Massachusetts 02139

Tel. (617) 349-4121

Fax. (617) 349-~~4807~~4134

Russell B. Higley
City Solicitor

Donald A. Drisdell
Deputy City Solicitor

Michael C. Costello
Assistant City Solicitor

Birge Albright
Legal Counsel

Gail S. Gabriel
Legal Counsel

Diane Wynshaw-Boris
Legal Counsel

Laura H. Yager
Legal Counsel

Linda A. Stamper
Legal Counsel

Arthur J. Goldberg
Legal Counsel

May 6, 1994

George F. Welch, Jr.
Somerville YMCA
101 Highland Avenue, Room 402
Somerville, MA 02143

Re: *Uniform Relocation Act Claim*

Dear Mr. Welch:

I am enclosing copies of recent correspondence between the Executive Director of the Cambridge Housing Authority (CHA) and the City Manager of Cambridge regarding their agreement that the CHA will act as "lead agency" for purposes of the Uniform Relocation Act in carrying out the Shelter Plus Care program at the Cambridge YMCA.

As you will note, the CHA is acknowledging their agreement to be the "lead agency" under 49 C.F.R. 24.6, and will perform the function of reviewing and deciding claims of entitlement for relocation benefits. Before you raise the question of the timing of these documents, let me point out that we have been advised by officials at HUD that there is no express requirement for a written agreement to exist designating a "lead agency", but we have clarified the understanding with CHA in writing to assure you that it is the CHA that must process your claim.

The staff of the City Manager's office and my staff have responded to your requests in a reasonable manner. The most expeditious way to resolve your claim will be to follow the advice you received weeks ago to pursue the matter with the CHA. If there is merit to your claim I am sure the matter can be resolved by that agency.

Very truly yours,

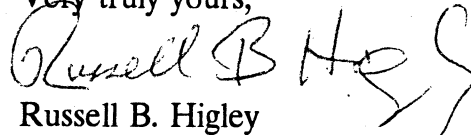

Russell B. Higley

EXHIBIT G

CITY OF CAMBRIDGE
RECEIVED
MAY 9 3 34 PM '93
Contract No. H43-93

AGREEMENT BETWEEN
THE CITY OF CAMBRIDGE, MASSACHUSETTS
and
THE CAMBRIDGE FAMILY YMCA
AFFORDABLE HOUSING LIMITED PARTNERSHIP
820 Massachusetts Avenue
Cambridge, Massachusetts 02139

THIS AGREEMENT effective as of the 21st day of April, 1993, is entered into by and between the Cambridge Family YMCA Affordable Housing Limited Partnership of Cambridge, Massachusetts (hereinafter called the "Partnership"), and the City of Cambridge, a municipal corporation in the Commonwealth of Massachusetts (hereinafter called the "City"), for the purpose of substantial rehabilitation of the 127-unit Single Room Occupancy Partnership building located at 820 Massachusetts Avenue, Unit 1, Cambridge, Massachusetts.

WITNESSETH THAT;

WHEREAS, the Congress and the President of the United States of America have respectively enacted and signed the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq) (hereinafter called the "Act"), under which monies are authorized and appropriated to support affordable housing activities; and

WHEREAS, the City, acting through its Department of Community Development (hereinafter called the "Department"), is funded under a Grant Agreement dated May 21, 1992 with the United States Department of Housing and Urban Development (hereinafter "HUD"), for the HOME Program in the amount of \$1,137,000; and

WHEREAS, under said Act the City has established a HOME Program Activity entitled Rental Housing Rehabilitation; and

WHEREAS, the City, acting through the Department, has appropriated funds in the amount of \$313,204 for the substantial rehabilitation of nine HOME eligible units; and

WHEREAS, the City desires to engage the Partnership to render services in the execution of this Activity for the Department under the Act; and

WHEREAS, the Partnership has contracted with CWC Builders, Inc. to perform such services and has the apparent ability to so perform; and

Project Schedule

Loan closed -	mid-April 1993
Tenants temporarily relocated -	beginning April 1993
Rehab begins -	mid-April 1993
Rehab completed -	December 1993

Budget

	HOME	Other Funds	Total Project Costs
Hard Costs	\$ -0-		
Soft Costs	<u>\$ 313,204</u>		
	\$ 313,204	\$4,725,126	<u>\$5,038,330</u>

Termination

The term of this Agreement shall be the period of construction plus ten (10) years from the date of completion and the receipt of certificate of occupancy. At the City's option, this Agreement may be terminated in case of a default by the Partnership, and the City may require immediate repayment of the loan amount, with accrued interest, as defined in the Note and Mortgage.

OTHER FEDERAL REQUIREMENTS

Minority and Women Owned Businesses

The Department will make available to the Partnership the SOMBA Directory of Minority and Women Owned Businesses and their inventory of those MBEs and WBEs not in the SOMBA, their capabilities, services and supplies or product, to further outreach efforts. The Partnership is encouraged to make a good faith endeavor to encourage the use of such businesses when they are potential sources of materials or services. The Partnership is required to announce their planned projects to those on the SOMBA and other lists.

Environmental Review

An Environmental Review must be conducted in compliance with 24 CFR 92.352 for each HOME project prior to disbursement of HOME funds. The Partnership shall assist the Department, as needed, in completing the Environmental Review.

Displacement, Relocation and Acquisition

The Department will administer the HOME Program consistent with the requirements of the HOME Program regulation 92.353 to ensure that all reasonable steps are taken to minimize the displacement of persons as a result of a project assisted with HOME funds. The Partnership shall assist the Department, as needed, in meeting these requirements.

Lead-based Paint

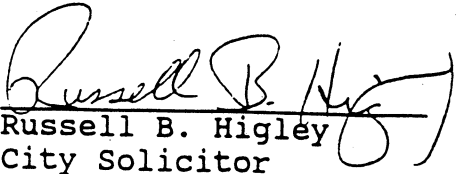
All units which receive HOME funds must comply with 24 CFR 35. The Partnership shall do the following:

Notify tenants and prospective purchasers of structures built before 1978 using the Watch Out for Lead-based Paint Poisoning letter. Keep records of notification letters.

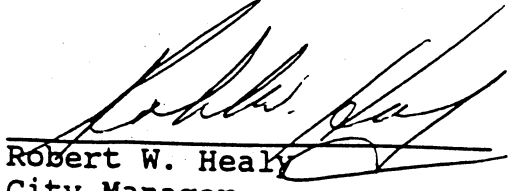
Notify prospective tenants and owners before rental or purchase. Include provisions in all contracts for sale,

IN WITNESS WHEREOF, the parties set their hands as of this
21st day of April, 1993.

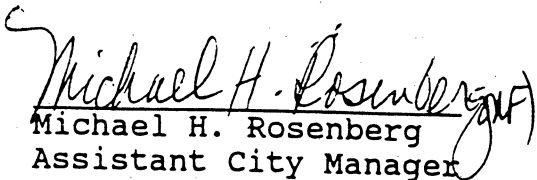
APPROVED AS TO LEGAL


Russell B. Higley
City Solicitor

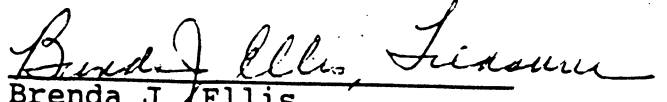
APPROVED FOR THE CITY


Robert W. Healy
City Manager

APPROVED FOR THE DEPARTMENT


Michael H. Rosenberg
Assistant City Manager
for Community Development

APPROVED BY THE CONSULTANT


Brenda J. Ellis
Treasurer, Cambridge Family
YMCA, Inc.
General Partner of Cambridge
Family YMCA Affordable Housing
Limited Partnership

Contract No. H43-93

Cambridge Family YMCA Affordable Housing Limited Partnership

EXHIBIT H



CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT

MICHAEL ROSENBERG,
*Assistant City Manager for
Community Development*

MARY FLYNN,
*Deputy Director for
Community Development*

Barbara Richards, Acting Director
Office of Special Needs Assessment Programs
451 7th Street SW Room 7266
Washington, D.C. 20410

March 23, 1994

Dear Ms. Richards,

Sue Wilson, in your office, suggested that we write regarding a complaint by a former tenant in the Cambridge YMCA, Mr. George Welch, Jr.. The YMCA received funding through the Shelter Plus Care McKinney SRO Mod Rehab Programs.

Mr. Welch believes that he is entitled to relocation benefits, even though he signed an agreement waiving his rights to benefits, when he moved in to the YMCA. Enclosed is a copy of the boarding agreement that he signed.

We would appreciate your assistance on two points that Mr. Welch has raised. The first is the determination of the lead agency in this matter. We feel that the Cambridge Housing Authority, as the grantee, is the lead agency and that Mr. Welch's complaint should be filed with them, rather than the City of Cambridge or the YMCA. Mr. Welch's room in the YMCA became a unit under the Shelter Plus Care program, which is operated by the Housing Authority.

The second point is the question of whether Mr. Welch's boarding agreement is binding because it was printed on Cambridge Family YMCA stationary, and technically the owner of the residential units is the Cambridge Family YMCA Affordable Housing Limited Partnership. The sole general partner of the Limited Partnership is the Cambridge Family YMCA, which is the legal entity for entering into agreements with tenants and is also the property manager. It is our feeling that Mr. Welch's boarding agreement is binding.

City Hall Annex
57 Inman Street
Cambridge, MA 02139
617 349-4600
Fax: 617 349-4669

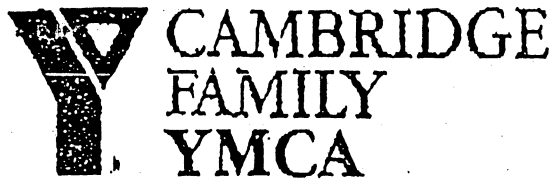
A response from your office on these two points would help us refer Mr. Welch to the appropriate agency to resolve his issues. If you need any further information on this matter, please let me know.

Sincerely,

Susan Schlesinger
Director of Housing

enc

EXHIBIT I



820 Massachusetts Avenue
Cambridge, Massachusetts
02139-3296
(617) 661-9622

BOARDING AGREEMENT FOR THE EXTENDED TRANSIENT RENTAL PROGRAM

I, George F. Welch Jr, agree that by signing this form I am creating a boarding agreement with the Cambridge Family YMCA ("YMCA") with a designation of a particular room that I am to occupy. 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.

I also agree that my present stay at the YMCA is under the following conditions:

1. RENT: My rent will be \$84.00 per week, payable at the direction of YMCA management.
2. RULES: I will abide by the YMCA Residence Program rules, realizing that failure to do so will result in my immediate termination from the program, and eviction from my room.

George F. Welch Jr
Lodger's Signature

May 1, 1992
Date

Paul S. Parke
YMCA Staff Signature

May 1, 1992
Date

437
Designated Room

THIS AGENCY IS
A PARTICIPANT



United Way

C/O - 4/9/93

YMCA Mission:
To put Christian principles
into practice through programs
that build healthy body
mind, and spirit for all.

1.

S 233

Comm. from George Welch, Jr. regarding
the continuing non-payment by the City
of Cambridge of Uniform Relocation Act
Claim and Non-Compliance with URA
requirements.

In City Council,

June 26, 1995

Placed on
file