

Relocation Plan

Church Hill Apartments

October 2024



PACES PRESERVATION
Partners



SOHO HOUSING PARTNERS

I. GENERAL INFORMATION

Purpose

This Relocation Plan sets forth the procedures for relocation of residents of Church Hill Apartments, 1117 June Lane, Florence, SC. 29506.

The objective of this plan is to minimize the hardship of relocation and to ensure that each resident required to move in relation to a project activity is provided with the full measure of assistance for which the resident is eligible. This Plan outlines requirements to be adhered to under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Relocation will be a necessary part of the construction work to achieve the level of capital improvements required at the property. We are committed to a deeply intentional relocation process with the following goals:

- Minimize disruption to the affected households.
- Efficiently utilize and coordinate limited resources.
- Clearly communicate rights, benefits and responsibilities of all parties; and,
- Follow all applicable statutes and regulations at the federal, state, and local levels.

Our relocation strategy will be guided by three priorities:

1. No involuntary displacement or permanent relocation.
2. Construction phasing that allows all tenants to remain onsite.
3. Short term temporary move then returning to a newly renovated unit.

Project Summary

Church Hill Apartments - is a 166-unit family property (36-1bedroom, 68- 2bedrooms, 50- 3bedrooms and 12- 4bedrooms) located in Florence South Carolina. The rehabilitation will include modern upgrades and related energy-efficient amenities.

Relocation Phasing

RELO PHASE	Phase 1		Phase II		Phase III		Phase IV		Phase V	
EST. TIME	3 Months		3 Months		3 Months		3 Months		3 Months	
On-Site Moves Per Phase		24		24		24		24		24

RELO PHASE	Phase VI		Phase VII		TOTAL	
EST. TIME	3 Months		2 Months		20 Months	
On-Site Moves Per Phase		24		22		

Definitions

- A. **Act.** The United States Housing Act of 1937, as amended (42 U.S.C. 1401 et seq.)
- B. **Affected Resident.** Any resident of Church Hill Apartments who is required to move to complete the construction work.
- C. **Developer.** Paces Preservation Partners.
- D. **HUD.** The United States Department of Housing and Urban Development
- E. **I.O.N.** Initiation of negotiations is the trigger date for eligibility for relocation benefits. The ION date for Church Hill Apartments is January 1st,2025.
- F. **Non-Eligibility.** Any resident required to move due to continued lease or program violations and/or who is determined to be in violation of the lease will not be eligible for relocation assistance.
- G. **Relocation.** A voluntary or involuntary move in which all belongings are moved from one unit to another.
- H. **URA.** The Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended.

Compliance with U.R.A.

All relocation procedures and activities will be conducted in accordance with the applicable rules and regulations of the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the “Uniform Act” or “URA”), as amended, and its implementing regulations at 49CFR, Part 24 and 24CFR Part 42; HUD Handbook 1378, Change 11; Section 104(d) of the Housing and Community Development Act of 1974, as amended; all other applicable HUD requirements and modifications of these as applicable.

Nondiscriminatory Statement

When holding public meetings, we will give priority to methods that provide physical access to individuals with disabilities by meeting in an accessible location, in accordance with the regulations of Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act of 1990, as applicable.

We will take the appropriate steps to ensure effective communication with residents with disabilities, such as provisions of sign language, braille, electronic and or other

alternative formats of communication. Residents with Limited English Proficiency (LEP) will be assisted throughout the process as needed.

Residents who are relocated as a result of the construction rehabilitation work shall be relocated to other decent, safe, sanitary and affordable housing (at rents no higher than permitted under the Act), on a non-discriminatory basis without regard to race, color, religion, creed, national origin, handicap, age, familial status, sex, sexual preference, or sexual orientation, in compliance with Federal and State laws.

II. RELOCATION ASSISTANCE

Eligibility

Any resident legally residing at the project at the time of Initiations of Negotiations (ION), except a person evicted for cause through court action, who is required to move from a dwelling unit as a direct result of the project, shall be considered eligible for relocation assistance.

In addition, other residents also may be eligible or become eligible for relocation assistance, in the following circumstances: (1) a person who moves permanently as a result of action taken by the Developer in order to evade the responsibility of providing relocation assistance; (2) a person who moves on or after the date of ION of the project without receiving adequate notice of the pending project activity; and (3) a person who moves permanently before or after the date of ION, if the HUD determines the displacement resulted from the project activity.

Temporary Relocation Assistance

The Church Hill Apartments project will consist of substantial rehabilitation of the existing multi-family housing units. The level of rehabilitation construction will require that all residents move during the construction period. Current vacancies at the property are in adequate condition and/or will be prepared to allow for on-site relocation. No tenant will be moved off-site.

The intent is to move the residents one time to a renovated unit. Residents that may need to be temporarily housed onsite will be required to move twice, the first move to a temporary onsite unit and for the second move the residents will be moved to a rehabbed unit.

The following services will be provided to residents during the onsite relocation.

1. **Advisory and Counseling Services** – We will keep residents informed about the project, the construction phasing, construction progress and estimated dates to vacate the dwelling and assure that residents are provided will all required Relocation Notices as well as additional notices to assist them in preparing for

moves. We will be available to inform residents of their fair housing rights, ensuring that their fair housing rights meet the requirements of Title VI of the Civil Rights Act of 1964, the Fair Housing Act and Executive Order 11063.

2. **Moving Expenses** – We will provide a licensed and bonded moving company to handle resident moves and will pay the cost of the move. Residents will be provided with all materials necessary for packing, including packing instructions, boxes, markers, packing paper and tape. Any elderly or disabled resident who is not able to pack or unpack shall be furnished assistance in packing and the costs of packing, crating, unpacking and uncrating of personal property shall be paid under moving expenses.
3. **Utility Reconnections** – Transfer and/or reconnection fees of utilities: electric, gas, water, sewer, telephone (landline only), cable and internet to the replacement housing unit will be paid as applicable upon residents' submittal of proper documentation. Deposits required for the establishment of a new service not previously used at Church Hill Apartments or any deposit required as a result of the resident's past payment history will not be paid.

Refusal to Accept Temporary Relocation Housing

Legal action to evict a tenant shall be undertaken only as a last alternative in offering temporary relocation housing to tenants. Relocation records will be clearly documented to support the circumstances related to an eviction to assure that said eviction is not the result of action taken in order to evade the responsibility of providing relocation assistance. However, legal action to evict shall be undertaken for tenant refusal to accept temporary relocation housing without good cause.

Good cause for temporary relocation shall be limited to the following:

- The family demonstrates that the temporary housing unit poses an immediate and severe threat to the family's life, health or safety. The family will be provided with one additional alternate temporary housing unit.
- A health professional verifies temporary hospitalization. We will work with the identified emergency contact for the family to coordinate temporary relocation of furnishing and personal belongings to limit delays in the project.

In the unlikely event that legal action must be initiated for tenant refusal to accept temporary relocation, such action will not impact the receipt of Relocation Benefits. Tenants shall be informed in writing that they will retain all relocation rights and benefits under Federal, State, and Local relocation law.

III. THE RELOCATION PROCESS

1. Communication regarding the project shall be ongoing. Preliminary notices including the General Information Notice and Notice of Temporary Relocation and Non-Displacement and Eligibility for Relocation Assistance will be provided to residents.
2. Residents will receive all other applicable URA Relocation Notices including the Notice to Vacate 90 days prior to the start of construction for the phase in which they reside.
3. Thirty days prior to commencement of each construction phase, residents will receive an additional notice of Temporary Relocation which will advise them of their expected move date and assigned temporary housing unit.
4. Five days prior to the scheduled move, a Time to Move notice will be provided to each household. This notice will advise residents that they must coordinate the move with management and complete the move within 5 days.
5. When construction is complete, a Time to Return notice will be provided to the residents. This notice will advise residents that they must coordinate the move with management and complete the return move within 5 days.

IV. RECORDKEEPING

Records and documentation related to the relocation of residents shall be kept in sufficient detail to demonstrate compliance with all URA requirements. Such records shall include all notices and claim forms including evidence of payment of claims and shall be retained for at least three years after the latest date of (1) the issuance of all payments to affected tenants;(2) the date of project completion; or (3) resolution of all issues resulting from litigation, negotiation, audit, or other action. All information will be recorded on the DCA Relocation Workbook as applicable.

V. RESIDENT REFUSAL

Failure of Residents to Adhere to Policy

If a resident refuses to accept a housing unit offered, refuses to move or refuses to meet regarding a move, or a resident cannot be located, appropriate action shall be implemented including filing for abandonment or eviction pursuant to the notice to vacate, state law and URA requirements.

An eviction “for the project” will not extinguish a resident’s right to relocation assistance.

This eviction authority will only be enforced for violations pertaining to the relocation effort. This eviction authority will be used in extreme cases. Every effort will be made, in concert with the resident's family members and other representatives, if any, to prevent an eviction on these grounds.

Special Grievance Procedures

Residents who are subject to eviction under the eviction "for the project" authority, or who are aggrieved by any relocation related decision, are entitled to appeal under the special grievance procedures, which are outlined below. This procedure will not apply to evictions for cause related to lease violations and rent delinquencies.

Grounds for Appeal

Any resident being relocated may file an appeal if he/she has reasonable grounds to believe any of the following to be true:

- (a) A mistake has been made in determining eligibility for payment.
- (b) An error has been made in calculating the amount of payment.
- (c) Unfair treatment has been experienced in waiving the 90-day time limit.
- (d) The assigned new housing unit on-site has not been inspected properly.
- (e) Failure to comply with the relocation policy or the approved plans

Residents requesting an appeal based on the above criteria shall submit a written notice of a request for an appeal within 10 days from the action or failure to act. The appeal shall be investigated as needed and a written response provided to the resident in writing within 10 days from the date of receipt of the appeal.

VI. RELOCATION BUDGET

The chart below itemizes the estimated relocation costs for completion of all relocation activities associated with the rehabilitation of Church Hill Apartments. These costs have been incorporated into the overall development budget for the project.

ITEM	COST	
Moving Costs	\$200,000	
Utility Reimbursement Costs	\$20,000	
SUBTOTAL DIRECT COSTS		\$220,000
Relocation Services	\$80,000	
TOTAL OTHER		\$50,000
TOTAL RELOCATION COSTS		\$350,000

