



JOSEPH J. CORCORAN  
COMPANY



## LETTER OF ASSURANCE

February 12, 2019

Dear Innes Residents,

The Chelsea Housing Authority (CHA), Joseph J. Corcoran Company, LLC (JJC Co.), and the Innes Residents Association (IRA) take this opportunity to restate our commitment to the current 96 households that make up the Innes Apartments with respect to the redevelopment of the Innes Apartments into a livable, equitable, sustainable and truly mixed-income community that is fully integrated into the Chelsea neighborhood.

JJC Co. and CHA assure that all Innes residents who are required to move for the redevelopment project will have the right to return to a newly constructed unit in the redeveloped Innes Apartments. The only exceptions to this assurance are: (1) if a household has been evicted before they are rehoused due to a serious or any repeated violations of material terms of their state-required lease; or (2) if a 1-person household in a 2BR or larger unit is required, pursuant to existing state-aided public housing rules, to transfer to a smaller unit at another public housing site. Households returning to the redeveloped Innes Apartments will be offered a unit that is appropriately-sized to their needs, to the extent available and consistent with state-aided public housing regulations.

JJC Co. assures that it will build (1) 96 new replacement state-aided public housing units with the same bedroom size mix as the current public housing units which will be operated in perpetuity as state-aided public housing and also (2) 40 new units to be used in perpetuity as middle-income housing, in accordance with its agreement with the CHA and the Department of Housing and Community Development (DHCD). These newly constructed affordable housing units will be intermixed with market-rate units. All units will be interchangeable with the same quality in all apartments including finishes and appliances such as washers and dryers.

All residents who return to the redeveloped Innes Apartments will continue to be subject to state-aided public housing rules and regulations. Innes residents will pay no more for rent and related occupancy costs (such as utilities and parking) than they are required to pay as state-aided public housing residents, during any temporary relocation period and upon moving into the new affordable units. Under current law, this means a household occupying a unit in family housing shall remain eligible for continued occupancy until such time as 32% of its monthly net household income equals or exceeds the fair market rent (FMR) then in effect for the Section 8 Existing/Voucher Program for a unit of appropriate unit size in the area in which the local housing authority (LHA) is located. 760 CMR 5.06(3). The household's rent (and related occupancy costs) will continue to be calculated as if for state-aided public housing even if a household's income increases above the maximum for state-aided public housing eligibility until the household's income equals or exceeds 120% of Area Median Income.

All Innes residents who are subject to this letter of assurance will be offered relocation services and benefits, other than households who move voluntarily after the date of this letter (except any emergency transfers shall not be treated as a voluntary move) and households who are evicted before they are rehoused due to a serious or any repeated violations of materials terms of their state-required lease (as referenced above). Relocation assistance and payments will be provided to the displaced occupants in accordance with a relocation plan that must be approved by the Bureau of Relocation of the DHCD and applicable laws.

Residents will not be responsible for paying for any relocation-related expenses. No Innes resident will be required to physically relocate for purposes of the redevelopment project except pursuant to a final Relocation and Rehousing Plan approved by the Bureau of Relocation for all phases of the project, and after all legally-required notices have been provided. Residents of Phase 1, as more fully described in the Relocation and Rehousing Plan, will not be required to move until after closing on the construction financing for Phase 1, except as otherwise determined necessary by CHA in its sole discretion. Residents of Phase 2, as more fully described in the Relocation and Rehousing Plan, will not be required to move until after the closing on the construction financing for Phase 2 and after the completed appropriately-sized Phase 1 units are available for re-occupancy, except as otherwise determined by CHA in its sole discretion.

All Innes residents will be treated fairly, consistently and equitably in accordance with applicable federal, state, and local anti-discrimination, fair housing, and state-aided public housing laws and regulations with respect to any relocation and rehousing due to the redevelopment project. Innes residents will retain all the rights they currently have as public housing tenants and will not be subject to any new obligations, including any rescreening. Residents will be subject to the regular recertification process during any relocation period and upon moving into the new units at the redeveloped Innes Apartments.

The Parties acknowledge and agree that this letter does not obligate JJC Co. or CHA to proceed with the redevelopment project, and is contingent on the receipt by JJC Co. and CHA of all government approvals and public and private financing necessary to proceed with the project. The undersigned agree that the terms set forth in this Letter of Assurance shall be incorporated in the Relocation and Rehousing Plan, Development or Project Agreement, Ground Lease agreement and/or other regulatory and operating agreements, as applicable, which shall supersede this Letter of Assurance.

*[Remainder of page intentionally blank]*



JOSEPH J. CORCORAN  
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These assurances are at the center of the Innes Redevelopment Project and guide us in all the decisions we make. We look forward to working together to see that everyone has a beautiful, safe, clean and affordable place to call home.

IN WITNESS WHEREOF, and intending to be legally bound, signed on behalf of the partnership:

CHELSEA HOUSING AUTHORITY (CHA)

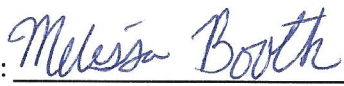
JOSEPH J. CORCORAN COMPANY LLC

By:   
Albert Ewing, Its Executive Director

By:   
Joseph J. Corcoran, Its Manager

INNES RESIDENTS ASSOCIATION

RECEIVED AND ACCEPTED:

By:   
Melissa Booth, Co-President

By: \_\_\_\_\_  
Resident Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Unit: \_\_\_\_\_  
Chelsea, Massachusetts 02150

Please return to the Chelsea Housing Authority at 54 Locke Street or at the Housing Opportunities Unlimited office onsite at 76 Willow Street, Apt. #2.

Favor de devolver a la Autoridad de Vivienda de Chelsea ubicada en el 54 Locke Street o ala officina de Housing Opportunities Unlimited en el 76 Willow Street, Apt. #2 .