



RELOCATION POLICY AND PROCEDURES MANUAL

August 1, 2011

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INTRODUCTION

This Relocation Policy and Procedures Manual (PPM) is being implemented by the Blueprint 2000 Intergovernmental Agency (Blueprint) to ensure that Blueprint projects provide consistent treatment for persons displaced by the acquisition of property, pursuant to Blueprint's Real Estate Policy Section 107.18 as approved by the Intergovernmental Agency on June 20, 2011. Any benefits afforded by this policy are not intended to create any additional element of compensation if the property is condemned. The term "person" as defined in this PPM refers to any individual (residential or business occupant), partnership, corporation or association. Blueprint shall provide advisory assistance and conduct the relocation program so that no person shall, on the basis of race, color, sex, age, religion, national origin or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any of Blueprint's funded programs or activities administered by Blueprint or its sub-recipients.

Relocation assistance activities implemented under these procedures involve relocation planning, information and notices, advisory services and relocation assistance payments. Residential home owners will receive only advisory services benefits. Residential tenants will receive advisory services benefits and may qualify for a rental assistance payment and residential moving costs. Nonresidential owners (businesses and/or nonprofit organizations) will receive only advisory services benefits. Nonresidential tenants (businesses and/or nonprofit organizations) will receive advisory services benefits and may qualify for reestablishment expenses, moving costs and search expenses. The specific procedural requirements for Blueprint to provide the required assistance and payments are detailed further in this Relocation PPM.

Property owners and tenants affected by Blueprint's projects will be interviewed to determine if they are eligible for relocation benefits and what benefits or assistance they are qualified to receive. It is the goal of this PPM to provide eligible displaced persons with either financial and/or advisory services in securing a suitable replacement property. This interview will be conducted prior to determining their relocation eligibility. Blueprint's representative should conduct this interview in person at the displaced person's residence or place of business.

SECTION I

RELOCATION ASSISTANCE

A. Eligibility for Relocation Payments

All persons that are displaced as a result of a Blueprint project may be eligible for relocation benefits and/or relocation assistance payments.

- 1) **Displaced Persons.** The term "displaced person" as defined in Blueprint's relocation program means, except as provided in Paragraph 2) below, any person who moves from the real property as a direct result of a written notice of intent to acquire, the initiation of negotiations for, or the acquisition of, such real property in whole or in part for a project.
- 2) **Persons not displaced.** The following is a non-exclusive listing of persons who do not qualify as displaced persons under Blueprint's relocation program:
 - a) A person who moves before the initiation of negotiations, unless Blueprint determines that the person was displaced as a direct result of the program or project; or
 - b) A person who initially enters into occupancy of the property after the date of its acquisition for the project; or
 - c) A person who has occupied the property for the purpose of obtaining assistance under Blueprint's relocation program; or
 - d) A person who is not required to relocate permanently as a direct result of Blueprint's project; or
 - e) A person whom Blueprint determines is not displaced as a direct result of a partial acquisition; or
 - f) A person who, after receiving a notice of relocation eligibility, is notified in writing that displacement from the project will not occur. The notice will not be issued unless the person has not moved and

Blueprint 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; or

- g) 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. However, advisory assistance may be provided to unlawful occupants at the option of Blueprint in order to facilitate the project; or
- h) A person who is not lawfully present in the United States and who has been determined to be ineligible for relocation benefits in accordance with Paragraph B below.

B. Denial of Relocation Assistance and Payments to Illegal Aliens

No relocation payments or relocation advisory assistance shall be provided to a tenant who has not provided the certification described in this paragraph or who has been determined to be not lawfully present in the United States, unless such tenant can demonstrate to Blueprint satisfaction that the denial of relocation benefits will result in an exceptional and extremely unusual hardship to such person's spouse, parent, or child who is a citizen of the United States, or is an alien lawfully admitted for permanent residence in the United States (see Paragraph 5 below for qualifying hardship criteria).

- 1) Definition. An alien who is not "lawfully present" in the United States as defined in 8 CFR 103.12 and includes:
 - a) 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 and whose stay in the United States has not been authorized by the United States Attorney General, and
 - b) 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.

2) **Self Certification**

Each person seeking relocation payments or relocation advisory assistance shall, as a condition of eligibility, CERTIFY:

- a) In the case of an individual, that he or she is either a citizen or national of the United States, or an alien who is lawfully present in the United States.
- b) In the case of a family, that each family member is either a citizen or national of the United States, or an alien who is lawfully present in the United States. The head of the household on behalf of other family members may make the certification.
- c) In the case of an unincorporated business or nonprofit organization, that each owner is either a citizen or national of the United States or an alien who is lawfully present in the United States. The certification may be made by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest.
- d) In the case of an incorporated business or nonprofit organization, that the corporation is authorized to conduct business within the United States.

3) **Certification Acceptance**

Blueprint will consider the certification provided to be valid, unless Blueprint determines that it is invalid based on a review of an alien's documentation or other information that Blueprint considers reliable and appropriate. Any review by Blueprint of the certifications provided shall be conducted in a nondiscriminatory fashion. Blueprint will apply the same standard of review to all such certifications it receives, except that such standard may be revised periodically.

4) **Verification Procedure Required If Certification Is Not Accepted**

If, based on a review of an alien's documentation or other credible evidence, Blueprint has reason to believe that a person's certification is invalid (for

example a document reviewed does not on its face reasonably appear to be genuine), and that, as a result, such person may be an alien not lawfully present in the United States, it shall obtain the following information before making a final determination.

- a) If Blueprint has reason to believe that the certification of a person who has certified that he or she is an alien lawfully present in the United States is invalid, Blueprint will obtain verification of the alien's status from the local office of the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS). Any request for USCIS verification will include the alien's full name, date of birth and alien number, and a copy of the alien's documentation.
- b) If Blueprint has reason to believe the certification of a person who has certified that he or she is a citizen or national is invalid, they will request evidence of United States citizenship or nationality from such person and, if considered necessary, verify the accuracy of such evidence with the issuer.

5) **Exceptional and Extremely Unusual Hardship**

For purposes of this paragraph, "exceptional and extremely unusual hardship" to such spouse, parent, or child of the person not lawfully present in the United States means that the denial of eligible relocation payments and advisory assistance to such person will directly result in:

- a) A significant and demonstrable adverse impact on the health or safety of such spouse, parent, or child;
- b) A significant and demonstrable adverse impact on the continued existence of the family unit of which such spouse, parent, or child is a member; or
- c) Any other impact that Blueprint determines will have a significant and demonstrable adverse impact on such spouse, parent, or child.

C. Eviction for Cause

Eviction for cause must conform to applicable state and local law. Any person who occupies the real property and is not in unlawful occupancy on the date of the initiation of negotiations, is presumed to be entitled to relocation payments and other assistance set forth in this part unless Blueprint determines that:

- 1) The person received an eviction notice prior to the initiation of negotiations and, as a result of that notice is later evicted; or
- 2) The person is evicted after the initiation of negotiations for serious or repeated violation of material terms of the lease or occupancy agreement; and
- 3) In either case the eviction was not undertaken for the purpose of evading the obligation to make available required relocation assistance and payments.

D. Qualified Relocation Personnel

Blueprint will ensure the availability of sufficient qualified staff / consultants who will be assigned the primary responsibility of administering the relocation assistance program.

E. Advance Payments

If an eligible displaced tenant demonstrates the need for an advance relocation payment in order to avoid or reduce a hardship, Blueprint may issue the payment, subject to safeguards as are appropriate to ensure the objective of the payment is accomplished.

F. Deductions from Relocation Payments

- 1) Blueprint will deduct the amount of any advance relocation payment from the relocation payment to which a displaced person is otherwise entitled. Blueprint will not withhold any part of a relocation payment to a displaced person to satisfy an obligation to any other creditor.

- 2) In the event Blueprint has to legally evict a tenant, the displaced tenant shall have their eligible relocation benefits reduced and/or eliminated by the amount of court costs and expenses incurred by Blueprint to secure and implement the eviction.

G. Claims for Relocation Payments

The displaced tenant shall make claims for relocation payments within 12 months following the later of the date of moving from, or the date of the final payment for the acquired property. Blueprint may extend this time period for good cause. Claims for relocation payments will be signed, dated, and supported by such documentation as may be reasonably required to support expenses incurred. The displaced tenant must be provided reasonable assistance necessary to complete and file any required claim for payment.

SECTION II

RELOCATION ADVISORY ASSISTANCE

A. Replacement Property Listings to be Maintained

On a project wide basis Blueprint shall maintain current listings of potential replacement properties for lease or for sale without regard to race, color, religion, or national origin, drawn from various sources and suitable in price, size, and condition for the individuals and families to be displaced for the project. Listing information should be secured from Multiple Listing Services (MLS) of the local Realtor boards, newspaper and other published listings, and private listings. This information shall be maintained current and will be relied on to document the thoroughness of Blueprint's relocation assistance and advisory efforts. This housing supply information will be relied on to identify possible replacement housing.

To assist displaced businesses or non-profit organizations, Blueprint shall maintain available listings and contacts with commercial real estate brokers, commercial lenders, and government economic development agencies to assist displaced persons in locating suitable replacement sites.

B. Eligibility for Relocation Advisory Services

Relocation advisory services shall be offered to all persons occupying property to be acquired, and may be offered to all persons occupying property immediately adjacent to the real property acquired if Blueprint determines that such person or persons are caused substantial economic injury because of the acquisition.

C. Minimum Advisory Services Requirements

Blueprint's relocation advisory services program shall include, at a minimum, such measures, facilities, and services as may be necessary or appropriate to:

- 1) Determine the relocation needs and preferences of each person to be displaced and explain any relocation payments and other assistance for which the person may be eligible, the related eligibility requirements, and the procedures for obtaining such assistance.

- 2) Provide current and continuing information on the availability, and purchase and rental costs of replacement properties. .
- 3) For residential displacement of a tenant, as soon as feasible, Blueprint shall inform the tenant in writing of the specific comparable replacement dwelling and the rent used for establishing the upper limit of the replacement housing payment. Where feasible, selected replacement housing shall be inspected prior to being made available to assure that it meets comparability requirements and DS&S standards. If such an inspection is not made, the tenant to be displaced shall be notified that a replacement housing payment may not be made unless the replacement dwelling to be rented is subsequently inspected and determined to be decent, safe, and sanitary.
- 4) As necessary, all tenants, especially the elderly and handicapped, shall be offered transportation to inspect housing to which they are referred.
- 5) For non-residential displacement, provide current and continuing information on the availability, purchase and rental costs of suitable commercial properties and locations.
- 6) Minimize hardships to persons in adjusting to relocation by providing counseling and advice as to other sources of assistance that may be available, and such other help as may be appropriate.

D. Coordination with Other Agencies Offering Assistance to Displaced Persons

To conduct a successful relocation program, relocation staff should maintain personal contact and exchange information with other agencies providing services useful to persons being relocated. Such agencies may include urban renewal agencies, redevelopment authorities, public housing authorities, the Department of Housing and Urban Development (HUD), Veterans Administration (VA), and Small Business Administration (SBA). Personal contacts should also be maintained with local sources of information on private replacement properties, including real estate brokers, real estate boards, property managers, apartment owners and operators, and home building contractors.

SECTION III

RELOCATION NOTICES

A. Manner of Notices

Relocation notices shall be personally served or sent by certified or registered first-class mail, return receipt requested and documented in Blueprint's files. Blueprint shall provide notices with appropriate language translation and with adequate interpretative assistance to those displaced persons who may be unable to understand a written English language notice. Each notice shall indicate the name and telephone number of the person who may be contacted for answers to questions or other needed help. Required notices are as follows:

B. General Information Notice

As soon as feasible, persons scheduled to be displaced shall be given a general written description of Blueprint's relocation program. The general information notice will provide at least the following information:

- 1) Informs the person that he or she may be displaced from the project area, describes the type of relocation payments and/or benefits for which the person may be eligible, the basic conditions of eligibility, and the procedures for obtaining any payments, if applicable.
- 2) Informs the person that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing qualified payment claims, if applicable, and other necessary assistance to help the person successfully relocate.
- 3) Informs the person that he or she will not be required to move without at least 90 days advance written notice
- 4) Informs the person that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments unless such ineligibility would result in an exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

C. Notice of Eligibility

At or promptly following the initiation of negotiations Blueprint shall notify all occupants in writing of their eligibility for applicable relocation assistance and/or payments. This notice shall cite the specific relocation benefits for the displaced person, and shall identify and offer relocation assistance to the displaced person.

- 1) Tenant occupants are entitled to relocation payments as of the initiation of negotiations, and a tenant occupant shall be advised of relocation payment eligibility on or promptly after this date. At delivery of this notice tenant occupants should be advised that they remain liable to their existing lease with the property owner until Blueprint acquires possession of the property.
- 2) Owner occupants are entitled to only relocation advisory assistance services. An explanation of these services will be provided to each owner occupant being displaced.

D. Statement of Eligibility

Each residential tenant shall be delivered a written Statement of Eligibility. The statement shall include:

- 1) The amount of the maximum payment eligibility, if applicable.
- 2) An identification of the comparable replacement rental upon which such amount is based.
- 3) A description of the procedures which the displaced person must follow in order to obtain the full amount of the payment.

E. Ninety-Day Notice

No lawful occupant shall be required to move unless he or she has received at least 90 days advance written notice of the earliest date by which they may be required to move. The 90-Day Notice shall either state a specific date as this earliest date, or state that the occupant will receive a further notice indicating, at least 30 days in advance, the specific date to vacate the property. Typically for residential property it is recommended that the 90-Day Notice be provided with the notice of relocation eligibility.

F. Thirty-Day Notice

The 30-Day Notice will provide a specific date by which the displaced person/business must vacate and surrender possession of the subject property.

SECTION IV

PAYMENTS FOR MOVING AND RELATED EXPENSES

A. Eligibility

Any tenant who qualifies as a displaced person and who moves from a dwelling (including a mobile home) or who moves from a business or non-profit organization is entitled to payment of his or her moving and related expenses, as Blueprint determines to be reasonable and necessary.

B. Ineligible Moving and Related Expenses

A displaced tenant is not entitled to payment for:

- 1) Interest on a loan to cover moving expenses;
- 2) Loss of goodwill;
- 3) Loss of profits;
- 4) Loss of trained employees;
- 5) Any additional operating expenses of a business or farm operation incurred because of operating in a new location except as an eligible reestablishment expense;
- 6) Personal injury;
- 7) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before Blueprint;
- 8) Expenses for searching for a replacement dwelling (residential displacee);
- 9) Physical changes to the real property at the replacement location of a business operation except as an eligible reestablishment expense;
- 10) Costs for storage of personal property on real property already owned or leased by the displaced person.

- 11) Refundable security and utility deposits.

C. Moving Claims and Payments

A displaced residential or business tenant may claim moving expenses within 12 months following the date that they move from real property.

Blueprint will promptly pay claims that are determined to be acceptable and will provide the residential or business tenant technical assistance as needed to claim all eligible moving expenses. Blueprint will not pay a moving claim until all personal property is removed from the acquired property. Where a hardship may exist, a partial moving payment may be advanced to assist a displaced tenant to initiate a move.

D. Residential Moving Payments

1) Eligible Moving Expenses for Displaced Residential Tenant Occupants

- a) Transportation of the displaced person and personal property as determined by the Fixed Residential Moving Cost Schedule as described below.
- b) Storage of the personal property for a period not to exceed 12 months, unless Blueprint determines that a longer period is necessary.
- c) Other moving-related expenses that are not listed as ineligible, as Blueprint determines to be reasonable and necessary on a case by case basis.

2) Moving Expense Payment Options

A displaced tenant's moving expenses for moving personal property from a dwelling will be determined based on a Fixed Residential Moving Cost Schedule.

Fixed Residential Moving Cost Schedule.

Any tenant displaced from a dwelling or a seasonal residence or a dormitory style room is entitled to receive a fixed moving cost payment. This payment schedule was determined in accordance with the Fixed Residential Moving Cost Schedule approved by the Federal Highway Administration. The payment to a person with minimal personal possessions who is in occupancy of a dormitory style room or a person whose residential move is performed at no cost to the person shall be limited to the amount stated in the most recent edition of the Fixed Residential Moving Cost Schedule.

The current fixed moving cost schedule for tenant occupants that own their furniture is presented below:

| Table VI-1: FIXED RESIDENTIAL MOVING COST SCHEDULE - OCCUPANT OWNS FURNITURE | |
|--|---------|
| Total Number of Rooms | Amount |
| 1 | \$550 |
| 2 | \$700 |
| 3 | \$875 |
| 4 | \$1,050 |
| 5 | \$1,200 |
| 6 | \$1,350 |
| 7 | \$1,500 |
| 8 | \$1,650 |
| Each Additional Room (after 8 rooms) | \$200 |

Please note: Due to the variability from dwelling to dwelling of the quantity of items in any given room, it is the responsibility of Blueprint's Relocation Specialist to determine if a single room would actually qualify as two or more rooms due to the volume of personal property located within the space.

The current fixed moving cost schedule for tenant occupants that do not own their furniture is presented below:

| Table VI-2: FIXED RESIDENTIAL MOVING COST SCHEDULE - OCCUPANT DOES NOT OWN FURNITURE | |
|---|---------------|
| Payment For | Amount |
| First Room | \$450 |
| Each Additional Room | \$125 |

A displaced tenant may utilize the services of a commercial mover, but their payment will be limited to the amount determined by the Fixed Residential Moving Cost Schedule. If, due to a hardship, illness or physical limitation, it is determined that a displaced tenant is unable to take responsibility for all or part of their move, Blueprint may negotiate directly with a commercial mover to secure their services on behalf of the displaced tenant. Any hardships or other considerations will be handled on a case by case basis.

E. Non-Residential Moving Payments (Business Tenants)

1) Eligible Moving Expenses for Displaced Business Tenant Occupants or Non-Profit Organizations (NPO) Tenant Occupants

Eligible expenses for non-residential moves include the following:

- a) Transportation of the displaced tenant occupant and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless Blueprint determines that relocation beyond 50 miles is justified.
- b) Packing, crating, unpacking, and uncrating of the personal property.
- c) Disconnecting, dismantling, removing, reassembling, and reinstalling relocated appliances, business machinery, equipment, and other personal property. For businesses, this includes connection to utilities available within the building. It also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site,

and modifications necessary to adapt the utilities at the replacement site to the personal property.

- d) Storage of the personal property for a period not to exceed 12 months, unless Blueprint determines that a longer period is necessary.
- e) Insurance for the replacement value of the property in connection with the move and necessary storage.
- f) The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced tenant, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
- g) Other moving-related expenses that are not listed as ineligible as Blueprint determines to be reasonable and necessary.
- h) Any license, permit, fees or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, fees or certification.
- i) Professional services as Blueprint determines to be actual, reasonable and necessary for:
 - i. Planning the move of the personal property;
 - ii. Moving the personal property; and
 - iii. Installing the relocated personal property at the replacement location.
- j) Re-lettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move.

2) **Moving Expense Payment Options**

Personal property as determined by an inventory from an eligible tenant occupied business or non-profit organization may be moved by one or a combination of the following methods. Eligible expenses for moves from a tenant occupied business or nonprofit organization include those expenses described above in Paragraph E-1.

- a) **Commercial Move Option.** The eligible moving expense is based on the lower of two bids or estimates prepared by a commercial mover. At Blueprint's discretion, payment for a low cost or uncomplicated move may be based on a single bid or estimate. The general procedure to be used when using a commercial mover is as follows:
 - i. The relocation agent should inspect the displacement and replacement sites and generally determine the extent of personal property to be moved, loading and unloading requirements, and what disconnect/reconnect work will be required. This inspection should be done in company with the displacee or displacee's agent in order to coordinate the move with the business requirements of the displaced operation.
 - ii. Upon establishing the general eligible move requirements with the displaced person, the business tenant shall make an arrangement with qualified commercial moving companies to provide firm bids or estimates of the cost to move the personal property of the displaced business. Where possible, at least two firm bids or estimates should be obtained. If there is a significant amount of plumbing, electrical, carpentry, communications, computer, or other services involved in the disconnect and reconnection of personal property, it may be more cost effective to obtain these services through separate bids arranged independent of the commercial mover.
 - iii. Upon completion of the move, the displaced business tenant shall certify in the claim submitted for payment that the items

listed were actually relocated. The amount claimed and paid by Blueprint must only reflect the "as moved" inventory.

b) **Self move Option.** A self-move payment may be based on one or a combination of the following:

i. **Negotiated Self Move (Estimated Cost).** The displaced tenant elects to take full responsibility for the move of the business or NPO. Blueprint may make a payment for the tenant's moving expenses in an amount not to exceed the lower of two acceptable bids or estimates obtained by Blueprint. The moving costs are then claimed and paid as follows:

(1) Upon satisfactory completion of the move the displaced tenant may claim payment for actual reasonable moving expenses not to exceed the lower of two acceptable firm bids or estimates. If not included in the bid amount secured, a displaced tenant may claim other removal and reinstallation expenses as actual costs upon submitting actual cost invoices or other adequate evidence of actual cost. Blueprint may accept the actual costs that are determined reasonable expenses for the move.

(2) At Blueprint's discretion, a payment for a low cost or uncomplicated move may be based on a single bid or estimate obtained by Blueprint or prepared by qualified staff. For this type of move, additional documentation such as receipts of moving expenditures is not necessary as long as the payment is limited to the amount of the lowest acceptable bid or estimate.

(3) Upon completion of the move, the displaced business tenant shall certify in the claim submitted for payment that the items listed were actually relocated. The

amount claimed and paid by Blueprint must only reflect the "as moved" inventory.

ii. **Self Move, Actual Reasonable Cost.** If reliable bids or estimates cannot be obtained, or if circumstances (such as large fluctuations in inventory) prevent reasonable bidding in the opinion of Blueprint, the displaced business tenant may be paid for actual reasonable moving costs when the costs are supported by receipted bills or other evidence of actual expenses incurred. The allowable expenses of a self move under this provision may include:

- (1) Amounts paid for truck and/or equipment hired.
- (2) If vehicles or equipment owned by a business being moved are used, a reasonable amount to cover gas and oil, the cost of insurance, and depreciation allocable to hours and/or days the equipment is used for the move.
- (3) Wages paid for the labor of persons who physically participate in the move. Labor costs shall be computed on the basis of actual hours worked at the hourly rate paid, but the hourly rate shall not exceed that paid by commercial movers or contractors in the locality for each profession or craft involved.
- (4) If the displaced business tenant proposes to use a working foreman or group leaders regularly employed by the business to supervise services in connection with the move, the amount of their wages covering time spent in actual supervision of the move may be included as a moving expense.

(3) Upon completion of the move, the displaced business tenant shall certify in the claim submitted for payment that the items listed were actually relocated. The

amount claimed and paid by Blueprint must only reflect the "as moved" inventory.

F. Notification and Inspection

Blueprint will inform the displaced tenant, in writing, of payment eligibility requirements for a non-residential move at or promptly after the initiation of negotiations. To be eligible for moving expense payments the displaced tenant must:

- 1) Provide Blueprint reasonable advance notice of the approximate date of the start of the move or disposition of the personal property and an inventory of the items to be moved. However, Blueprint may waive this notice requirement after documenting its file accordingly.
- 2) Permit Blueprint to make reasonable and timely inspections of the personal property at both the displacement and replacement sites, and to monitor the move.

G. Related Non-Residential Eligible Expenses

The following expenses, in addition to those provided above for moving personal property, shall be provided to non-residential tenants if Blueprint determines that they are actual, reasonable and necessary:

- 1) Connection to available nearby utilities from the right-of-way to improvements at the replacement site.
- 2) Professional services performed prior to the lease of a replacement site to determine its suitability for the displaced tenant's business operation including but not limited to soil testing, feasibility and marketing studies (excluding any fees or commissions directly related to the lease of such site).
- 3) Impact fees or one-time assessments for anticipated heavy utility usage, as determined necessary by Blueprint.

H. Searching for a Replacement Location

An eligible displaced business tenant is entitled to reimbursement for actual expenses, not to exceed \$2,500, as Blueprint determines to be reasonable, which are incurred in searching for a replacement location, including:

- 1) Transportation;
- 2) Meals and lodging away from home;
- 3) Time spent searching, based on reasonable salary or earnings;
- 4) Fees paid to a real estate agent or broker to locate a replacement site
- 5) Time spent in obtaining permits and attending zoning hearings.

I. Reestablishment Expenses — Non-Residential Moves

In addition to the eligible moving expense payments, an eligible displaced tenant of a small business or nonprofit organization is entitled to receive a payment, not to exceed \$10,000, for expenses actually incurred in relocating and reestablishing such small business or nonprofit organization at a replacement site.

- 1) **Eligible expenses.** Reestablishment expenses must be reasonable and necessary, as determined by Blueprint. They include, but are not limited to, the following:
 - a) Repairs or improvements to the replacement real property as required by Federal, State or local law, code or ordinance.
 - b) Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business.
 - c) Construction and installation costs for exterior signage to advertise the business.
 - d) Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling, or carpeting.

- e) Advertisement of replacement location,
 - f) Estimated increased costs of operation during the first 2 years at the replacement site for such items as:
 - i. Lease or rental charges,
 - ii. Insurance premiums, and
 - iii. Utility charges, excluding impact fees.
 - g) Other items that Blueprint considers essential to the reestablishment of the business.
- 2) **Ineligible expenses.** The following is a nonexclusive listing of reestablishment expenditures of a displaced tenant not considered to be reasonable, necessary, or otherwise eligible:
- a) Purchase of capital assets, such as, office furniture, filing cabinets, machinery, or trade fixtures.
 - b) Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the business operation.
 - c) Interest on money borrowed to make the move.
 - d) Payment to a part-time business in the home that does not contribute materially to the household income (see definition in Section I-F).

SECTION V

REPLACEMENT HOUSING PAYMENTS

A. Blueprint's Obligation

No residential tenant to be displaced shall be required to move from his or her dwelling unless at least one comparable replacement dwelling, (defined in Paragraph B below), has been made available to the person. 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 enter into a lease for the property; and
- 3) Subject to reasonable safeguards, the person is assured of receiving the relocation assistance payment to which the person is entitled in sufficient time to complete the lease of the property.

B. Comparable Replacement Dwelling

The term comparable replacement dwelling means a dwelling that is:

- 1) Decent, safe and sanitary as described in Paragraph C of this Section;
- 2) Functionally equivalent to the displacement dwelling. The term functionally equivalent means that it performs the same function, and provides the same utility. 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, Blueprint may consider reasonable trade-offs for specific features when the replacement unit is equal to or better than the displacement dwelling;
- 3) Comparable in size to the displacement dwelling;
 - a) In an area not subject to unreasonable adverse environmental conditions;

- b) 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;
- 4) 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.
- 5) Available to the displaced tenant on the private market.
- 6) For a tenant receiving government housing assistance before displacement, a dwelling that may reflect similar government housing assistance.

C. Decent, Safe, and Sanitary Housing Inspection

The term decent, safe, and sanitary (DS&S) means a dwelling that meets applicable building codes. However, any of the following standards that are not met by an applicable code shall apply unless waived for good cause by Blueprint.

- 1) Be structurally sound, weather tight, and in good repair.
- 2) Contain a safe electrical wiring system adequate for lighting and other devices.
- 3) Contain a heating system capable of sustaining a healthful temperature (of approximately 22 degrees C or 70 degrees F) for a displaced person.
- 4) 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 toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In 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.

- 5) Contains unobstructed egress to safe, open space at ground level.
- 6) For a displaced tenant who is handicapped and currently occupies an ADA compliant unit, Blueprint will make every effort to provide a comparable that meets the same ADA standards

D. 90-DAY TENANT OCCUPANT

1) **Payment Eligibility**

A tenant displaced from a dwelling may be entitled to a payment for rental assistance, if such displaced tenant has actually and lawfully occupied the displacement dwelling for at least 90 days immediately prior to the initiation of negotiations; and has rented, and occupied a decent, safe, and sanitary replacement dwelling within one year (unless Blueprint extends this period for good cause) of moving from the displacement site.

2) **Rental Assistance Payment**

a) **Amount of Payment – Eligible Tenant in Occupancy of the Displacement Dwelling for 12 Months or less**

An eligible displaced tenant who rents a replacement dwelling is entitled to a payment not to exceed \$2,625 for rental assistance. Such payment shall be 21 times the amount obtained by subtracting the base monthly rental for the displacement dwelling from the monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling.

Example:

| | | |
|---|---------------|--------------------|
| Tenant's current rent and utilities | \$ 500 | |
| Cost of comparable rent / utilities chosen by Blueprint | <u>\$ 550</u> | |
| Difference | \$ 50 | |
| | | <u>x 21 months</u> |
| Rental assistance payment | | \$1,050 |

b) **Amount of Payment – Eligible Tenant in Occupancy of the Displacement Dwelling More than 12 Months**

An eligible displaced tenant who rents a replacement dwelling is entitled to a payment not to exceed \$5,250 for rental assistance. Such payment shall be 42 times the amount obtained by subtracting the base monthly rental for the displacement dwelling from the monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling.

Example:

| | |
|---|--------------------|
| Tenant's current rent and utilities | \$ 500 |
| Cost of comparable rent / utilities chosen by Blueprint | <u>\$ 550</u> |
| Difference | \$ 50 |
| | <u>x 42 months</u> |
| Rental assistance payment | \$2,100 |

c) **Base Monthly Rental for Displacement Dwelling.** The base monthly rental for the displacement dwelling is:

- i. The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by Blueprint (for a tenant who paid little or no rent for the displacement dwelling, use the fair market rent, unless its use would result in a hardship);
- ii. The total of the amounts designated for shelter and utilities if the displaced tenant is receiving a welfare assistance payment from a program that designates the amounts for shelter and utilities.

d) **Selected Comparable Replacement Dwelling.** Of the comparable listings searched, the property judged the most comparable shall be used as the "selected" comparable to calculate the replacement housing payment eligibility for the displaced tenant.

- e) **Manner of Disbursement.** A rental assistance payment may, at Blueprint's discretion, be disbursed in either a lump sum or in installments. Prior to the disbursement of any funds, the tenant must provide Blueprint with documentation the tenant has actually rented a decent, safe, and sanitary replacement dwelling. Blueprint will conduct an additional field inspection to verify the tenant is in actual occupancy of the replacement dwelling.

3) **Downpayment Assistance**

- a) **Application of payment.** An eligible displaced tenant can choose to convert their rental assistance payment to a downpayment on the purchase of a replacement dwelling. The full amount of the replacement housing payment for downpayment assistance must be applied to the purchase price of the replacement dwelling, and related incidental expenses.

SECTION VI

REPLACEMENT HOUSING PAYMENT CLAIMS

A. Claims for Replacement Housing Payments

In order to obtain a replacement housing payment, a displaced tenant must file a written claim with Blueprint on a form provided by Blueprint for that purpose. The claim shall be filed within 12 months after the date the applicant moves from the displacement dwelling.

B. Inspection and DS&S Certification of Replacement Dwelling

- 1) Before issuing a replacement housing payment Blueprint or its designated representative shall inspect the replacement dwelling and determine whether it meets the requirements of a decent, safe, and sanitary (DS&S) dwelling. A displaced tenant may NOT be paid any replacement housing payments for a dwelling that does not meet DS&S standards.
- 2) As applicable, Blueprint should advise the displaced tenant that the DS&S certification is based on a visual inspection and certification that the property condition prior to a lease or purchase met the specified DS&S standards. The tenants should further be advised that the contract to lease or purchase a replacement dwelling may be made conditional upon a satisfactory structural inspection of the property. Blueprint will maintain referrals of qualified structural engineers or building inspectors to perform these inspections.

C. Deductions from Relocation Payments

Blueprint shall deduct the amount of any advance relocation payment from the relocation payment to which a displaced tenant is otherwise entitled. Blueprint shall not withhold any part of a relocation payment to a displaced tenant to satisfy an obligation to any other creditor.

In the event Blueprint has to legally evict a tenant, the tenant shall have their relocation benefits reduced or eliminated by the amount of court costs and expenses incurred by Blueprint to secure and implement the eviction.

D. Multiple Occupancy of One Displacement Dwelling

If two or more tenant occupants of the displacement dwelling move to separate replacement dwellings, each occupant is entitled to and may claim a reasonable prorated share, as determined by Blueprint, of any relocation payments that would have been made if the occupants moved together to a comparable replacement dwelling.

DEFINITIONS

A. 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:

- 1) 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
- 2) 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.

B. 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.

C. Business

The term business means any lawful activity that is conducted:

- 1) 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;
- 2) Primarily for the sale of services to the public;
- 3) Primarily for outdoor advertising display purposes, when the display must be moved as a result of the project; or

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

D. Citizen

The term citizen includes both citizens of the United States and non-citizen nationals.

E. Comparable Replacement Dwelling

The term comparable replacement dwelling means a dwelling that is:

- 1) Decent, safe and sanitary (DS&S) as described in Paragraph G of this section;
- 2) Functionally equivalent to the displacement dwelling. The term functionally equivalent means that it performs the same function, and provides the same utility. 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, Blueprint may consider reasonable trade-offs for specific features when the replacement unit is equal to or better than the displacement dwelling;
- 3) Comparable in size to the displacement dwelling;
- 4) In an area not subject to unreasonable adverse environmental conditions;
- 5) In a location generally not less desirable than the location of the displaced tenant's dwelling with respect to public utilities and commercial and public facilities, and reasonably accessible to the tenant's place of employment;
- 6) 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;
- 7) For a tenant receiving government housing assistance before displacement, a dwelling that may reflect similar government housing assistance.

F. 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 Blueprint determines to be more equitable, a business operation:

- 1) Had average annual gross receipts of at least \$5,000; or
- 2) Had average annual net earnings of at least \$1,000; or
- 3) Contributed at least 33 1/3 percent of the owner's or operator's average annual gross income from all sources.
- 4) If the application of the above criteria creates an inequity or hardship in any given case, Blueprint may approve the use of other criteria as determined appropriate.

G. Decent, Safe, and Sanitary (DS&S) Dwelling

The term decent, safe, and sanitary dwelling means a dwelling that meets local building codes. However, any of the following standards that are not met by the local code shall apply unless waived for good cause by Blueprint. A DS&S dwelling shall:

- 1) Be structurally sound, weather tight, and in good repair;
- 2) Contain a safe electrical wiring system adequate for lighting and other devices;
- 3) Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced tenant;
- 4) 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;

- 5) Contains unobstructed egress to safe, open space at ground level.

H. Displaced person

- 1) The term "displaced person" as defined in Blueprint's relocation program means, except as provided in Paragraph 2) below, any person who moves from the real property or moves personal property from the real property as a direct result of a written notice of intent to acquire, the initiation of negotiations for, or the acquisition of, such real property in whole or in part for a project.
- 2) **Persons not displaced.** The following is a non-exclusive listing of persons who do not qualify as displaced persons under Blueprint's relocation program:
 - a) A person who moves before the initiation of negotiations, unless Blueprint determines that the person was displaced as a direct result of the program or project; or
 - b) A person who initially enters into occupancy of the property after the date of its acquisition for the project; or
 - c) A person who has occupied the property for the purpose of obtaining assistance under Blueprint's relocation program; or
 - d) A person who is not required to relocate permanently as a direct result of Blueprint's project; or
 - e) A person whom Blueprint determines is not displaced as a direct result of a partial acquisition; or
 - f) A person who, after receiving a notice of relocation eligibility, is notified in writing that displacement from the project will not occur. The notice will not be issued unless the person has not moved and

Blueprint 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; or

- g) 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. However, advisory assistance may be provided to unlawful occupants at the option of Blueprint in order to facilitate the project; or
- h) A person who is not lawfully present in the United States and who has been determined to be ineligible for relocation benefits as prescribed under Blueprint's relocation program.

I. Dwelling

The term dwelling means the place of permanent or customary and usual residence of a tenant, 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.

J. Dwelling site

The term dwelling site means a typical site upon which a dwelling is located.

K. Initiation of Negotiations

The initiation of negotiations means the delivery of the initial written offer of just compensation by Blueprint to the owner or the owner's representative to purchase the real property for the project. If Blueprint issues a Notice of Intent to Acquire, 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.

L. Mobile Home

The term mobile home includes manufactured homes and recreational vehicles used as residences.

M. 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.

N. Nonprofit Organization

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

O. Notice of Intent to Acquire

This is an explicit written notice Blueprint provides a person to be displaced for a project that establishes eligibility for relocation benefits and/or relocation assistance payments prior to the initiation of negotiations. This is not a required notice but when justified, may be used in lieu of the subsequently required notice of relocation eligibility. This "early" eligibility notice may be beneficial to assist the successful relocation of displaced persons or expedite project clearance. This notice should also provide the anticipated date of the initiation of negotiations, how additional information pertaining to relocation benefits and/or relocation assistance payments can be obtained, and the effective date of the notice. If a property is tenant-occupied, both the owner and the tenant will be provided a notice of intent to acquire.

P. 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;

- 1) 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
- 2) An interest in a cooperative housing project which includes the right to occupy a dwelling; or
- 3) A contract to purchase any of the interests or estates described above; or
- 4) Any other interest, including a partial interest, which in the judgment of Blueprint warrants consideration as ownership.

Q. Person

The term person means any individual, family, partnership, corporation, or association.

R. 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.

S. Small Business

A small business is a business having not more than 500 employees working at the site being acquired or displaced by Blueprint's 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 reestablishment expenses.

T. 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.

U. Tenant

The term tenant means a person who has the temporary use and occupancy of real property owned by another.

V. 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 Blueprint has determined has little or no value or utility to the owner.

W. 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. Blueprint, at its discretion, may consider such person to be in lawful occupancy.

X. Utility Costs

The term utility costs means expenses for electricity, gas, other heating and cooking fuels, water and sewer.