

CITY OF SOMERVILLE, MASSACHUSETTS
SOMERVILLE AFFORDABLE HOUSING TRUST FUND
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September 17, 2025

CPA and FUNDING OPPORTUNITY FOR HOUSING PROGRAMS
FY26 RFP #1 – RENTAL ASSISTANCE (PASS) PROGRAMS

RFP Information

Issue Date: September 17, 2025

Closing Date: 12:00 PM December 31, 2025

Contact

Sheniqua Roper, Housing Programs Coordinator

City of Somerville

Office of Strategic Planning and Community Development - Housing Division

City Hall Annex

Phone: (617) 625-6600 x2587

Email: sroper@somervillma.gov (preferred form of contact)

Application Deadline

Submit applications by December 31 at 12 pm to sroper@somervillma.gov or mailed to 50 Evergreen Avenue, Somerville, MA 02145 Attn: Sheniqua Roper. Please ensure submissions are received on or before the deadline date and time. Late applications will not be reviewed.

**SOMERVILLE AFFORDABLE HOUSING TRUST
CPA FUNDING OPPORTUNITY FOR HOUSING PROGRAMS
FY26 RFP #1 – RENTAL ASSISTANCE PROGRAMS**

CPA Background

The Somerville Affordable Housing Trust Fund was created in 1989 by city ordinance, and its first programs began in 1991. Its purpose is to preserve and create affordable rental and homeownership units in Somerville and carry out programs to assist homeowners and renters directly. All Trust funded activity must benefit low and moderate-income level households.

In November 2012, Somerville voters overwhelmingly approved a 1.5% Community Preservation Act (CPA) surcharge on net property taxes. In November 2024 the Somerville voters voted to increase the CPA surcharge to 3%. The Somerville Community Preservation Committee subsequently voted to empower the Somerville Affordable Housing Trust Fund (the “Trust”), which has over 30 years of experience preserving, creating, and supporting affordable housing in Somerville, to serve as the housing arm of the Committee. Since Fiscal Year 2015, the Trust has administered CPA funds designated for community housing purposes. At its August 14, 2025, meeting, the Trust voted to allocate up to \$400,000 in CPA Trust funds in Fiscal Year 2026 for housing assistance programs.

Housing Programs and CPA Eligibility

This RFP is designated for housing programs that either create permanently affordable housing units or provide rental assistance or other financial assistance to income eligible households for the purpose of making housing affordable, resulting in an affordable unit for a defined period of time. The period of program performance for this funding will be January 1, 2026, to January 1, 2029, or whichever timeframe best suits the applicant’s proposed scope of work.

CPA funds can serve individuals and households up to 100% of Area Median Income (AMI). Eligible uses include:

- *Support* – to provide grants, loans, rental assistance, security deposits, interest-rate write downs or other forms of assistance on behalf of an income eligible household for the purpose of making housing affordable. Payments will be made directly to an entity that owns, operates or manages such housing and must be directly tied to a physical unit through a lease or other legal agreement. CPA funds cannot be used for utility payments, moving costs, or case management.

Priorities, Criteria and Requirements

In addition to meeting the proper AMI level and project use, the following priorities apply:

- preserve or increase the supply of affordable housing in Somerville, and
- help low- to moderate-income households gain access to or retain housing that is generally affordable (where monthly housing costs represent between 30-40% of household income) and sustainable.
- give additional consideration to programs that serve populations who are ineligible for federal housing resources, provided income eligibility requirements are met

The following criteria apply in reviewing applications:

- The program will provide a measurable impact.
- The agency has a demonstrated capacity to carry out the program for which they seek funding.
- The agency demonstrates an ability to continue the program beyond the funding period.

- The agency demonstrates a commitment to conform to the requirements of the MA Department of Revenue (DOR) regarding the use of CPA funds, and to the requirements of the City of Somerville and the Trust for the administration of Trust-funded housing programs.
- Applications from non-profit agencies are preferable.
- The agency must demonstrate ability to collaborate and work with other local agencies and coordinate referrals in case of limited funding.
- The agency must demonstrate an ability to leverage Trust awarded funding, and to ensure that enough other sources of funds can cover arrears where Trust funding will be committed.
- Applications that propose to include or prioritize households who are ineligible for federal housing resources, while still meeting income eligibility requirements, may receive additional points in scoring.

This document is **RFP #1 Rental Assistance Programs**. For the scope of services see Appendix 1 of this RFP.

The other RFPs are also posted on the Trust's webpage at:

<https://www.somervillema.gov/departments/affordable-housing-trust-fund>

The Trust may award funding to operate a Rental Assistance Program to one or more agencies. If more than one proposal is received, the Trust may provide funding for any number of them or choose not to fund any.

Regulatory and Program Requirements

The following program requirements for CPA Trust funded rental housing programs apply:

- The agency must determine whether a household is income eligible using 24 CFR Part 5.609 income certification process. See Appendix 2 for Fiscal Year 2026 income limits. Income certification is considered current for 12 months from the date issued. Income certification documentation must be kept on file until the end of the contract plus 7 years.
- In order to document a need for assistance, the household must be homeless or on the verge of becoming homeless. The agency must have an established tenant selection plan that is approved by the Housing Division (See Appendix 4 for an acceptable example).
- Unrelated occupants in one unit are counted as members of one household.
- There must be a lease in place that is signed by both the landlord and the tenant when assistance is provided. The signed lease must cover the current term with a start and end date listed. Where a lease does not exist, an Oral Tenancy Certification Form must be used signed by both the landlord and the tenant, which confirms that the tenant will be residing in the unit during the month for which the assistance is being provided. Where ongoing rental assistance is provided, an Oral Tenancy Certification Form must be completed monthly by the landlord and tenant. See Appendix 3 for Oral Tenancy Certification forms.
- Before assistance is provided, the agency providing assistance, and the property owner must execute an Agency/Owner Subsidy Agreement in the format to be provided in a contract between the agency and the Trust (see Appendix 3).
- Assistance must be paid directly to the property owner. It cannot be made to the tenant directly or on behalf of a subtenant to a primary tenant.
- The agency will enter into a contract with the Trust and the City of Somerville in the City's standard contract format. The contract will include invoicing and progress reporting procedures.

- The agency will require clients to sign waivers of confidentiality.
- The agency will share completed client application documents including those used by the agency to establish eligibility for each client and those used to determine the sustainability of their tenancy after assistance is provided, in order for the OSPCD Housing Division to monitor compliance.
- The agency will be allowed to use up to twenty percent (20%) of any awarded funds for administrative expenses associated with the program.

Additional Information and Application Deadline

Please provide direct responses to each question within this application form, unless otherwise indicated.

Responses are due electronically, via mail or in person by 12:00 PM December 31, 2025.

The electronic copy should be saved as a PDF and sent by email to Sheniqua Roper at sroper@somervillema.gov.

If you have any questions, please do not hesitate to contact Sheniqua Roper via email at the email address listed above.

FY26 RFP 1 – RENTAL ASSISTANCE PROGRAMS

Housing Program Application for CPA Funds

Date of Application _____

A. Agency Information

1. Agency Name and Address:

2. Non-profit designation (if applicable): Yes ☐ No ☐

3. Contact name, phone number and email address for program manager:

4. Contact name, phone number and email address for contract manager:

5. Contact name, phone number and email address for invoicing:

6. Agency's DUNS # _____

7. Agency's Tax ID # _____

B. Program Information

8. Amount of request (CPA): _____

9. Describe details about the number of households or individuals you intend to serve.

10. Timeframe for performance: _____

11. Describe the need within the community for the type of program proposed. List other agencies that may be addressing it. If there are differences between this proposal and the operation of other agencies administering this or a similar program, please note the differences. Is there a gap in funding to meet the needs within the community? If so, describe how the amount/size of the gap is determined/measured.
12. Describe other sources of funding available for the type of program proposed. Describe the degree to which your agency is leveraging other sources.
13. Provide the income level of targeted beneficiary/beneficiaries. See Appendix 2 for Fiscal Year 2026 income limits.
14. Description of who the program will benefit (veteran population, chronically homeless, fragile elderly, youth aging out of foster care, etc.) and please note the extent to which beneficiaries are Somerville residents):
15. Will your agency provide case management services and quarterly follow-up with clients after assistance is provided using other sources of funding beyond CPA funds? Please describe.

Program Impacts

16. Describe the program's performance objectives, and how outcomes of the program will be measured and tracked:

17. Note if your agency has previously been funded by the Trust and, if yes, a concise summary of the number of residents served in the prior fiscal year and the impact of the program:

Financial Information

18. Please attach a complete program budget and include the status of all funding sources (note any funds pending or already received) and all sources and uses and the amount of funds that will be leveraged.
19. Describe whether the proposed activity will be carried out with or without any other funding from the Trust.
20. If the agency has operated this program in the past, what is the average amount that each tenant contributes to their rent?
21. If the agency had operated this program in the past, what proportion of clients served were tenants in market-rate housing? What percentage of clients served were tenants in affordable housing?
22. If the agency has a current contract to operate this program, what is the current balance on the contract. Provide a time frame for when you anticipate the remainder of the funds will be spent down, and what is the basis for your expectation. How many households do you expect to serve with the balance?

Organizational Capacity

23. Experience and capacity of the agency and staff – please describe staff available to work on the project (and note if staff need to be hired) and describe any similar successful programs operated by the agency and how they relate to other programmatic activities. Does your agency have adequate staffing to manage the program’s administrative requirements?
24. Is your agency monitored by HUD or another funder for housing programs?
Yes ☐ No ☐
25. If yes, has the monitoring resulted in any currently open findings?
Yes ☐ No ☐
26. Does your agency agree to in-person monitoring by OSPCD staff when/if possible?
Yes ☐ No ☐

Compliance with Requirements for Use of Funds

27. Does your agency agree to share completed client application documents with the Housing Division? These documents will include those used to establish eligibility for each client according to program requirements, and to those used to determine the sustainability of each client’s tenancy after assistance is provided.
Yes ☐ No ☐
- Does your agency agree to administer the program in accordance with Trust guidelines, and if necessary, agree to work with OSPCD Housing to implement any new guidance or to ensure uniformity?
Yes ☐ No ☐
- Does your agency agree to in-person monitoring by OSPCD staff when/if possible?
Yes ☐ No ☐

Furthering the City of Somerville’s Housing Plans and Objectives

28. Explain how the proposed activities/project addresses a need and/or strategy in City of Somerville’s 5 Year Consolidated Plan (Can be viewed online at www.somervillema.gov).

29. Explain how the proposed activities/project addresses a Goal or Action Step in the SomerVision Comprehensive Plan (Can be viewed online at www.somervillema.gov).

APPENDIX 1 – RENTAL ASSISTANCE PROGRAM MODEL SCOPE OF SERVICES

SCOPE OF SERVICES

For contract term _____

A. GRANTEE’S SERVICES:

The Grantee shall operate the CPA PASS Program to assist households and individuals with incomes at or below 100% of AMI (the “Tenant”) in establishing and maintaining housing stability during a period of up to 24 months. The Grantee shall provide the following services with respect to the CPA PASS Program:

(1) Administer the CPA PASS Program in compliance with the rules and regulations of the Funding Source (Community Preservation Act, M.G.L. c. 44B) subject to monitoring by OSPCD.

(2) Develop the following documents, which shall be provided to and subject to the approval of OSPCD: (a) a Marketing and Outreach Plan; (b) a Tenant Selection Plan; and (c) a form of Service Plan that can be individualized for a particular Tenant.

(3) Select Tenants for the CPA PASS Program in conformance with the approved Tenant Selection Plan. If the agency is unable to select Tenants due to lack of available funds or capacity, the agency should refer applicants on the waitlist to other Somerville agencies who are operating a PASS program.

(4) Prepare, together with the Tenant, an individualized Service Plan, outlining each step that must be taken to achieve the goal of permanent housing for the Tenant.

(5) Issue a Tenant Based Rental Assistance (TBRA) Certificate to the Tenant conforming to Occupancy Standards and OSPCD’s rental assistance payment standards.

(6) Assist the Tenant in locating housing (a “Unit”) in Somerville. Tenant shall have a period of 3 months following issuance of the TBRA Certificate to locate housing. Any request for an extension of the Housing Search must be submitted in writing to the OSPCD Housing Division.

(7) Negotiate, with the prospective Tenant and Lessor of a Unit, the terms of a CPA PASS Program Contract in substantially the same form as included as Appendix C; and, after obtaining OSPCD’s approval for the Grantee’s proposed share of the rent, ensure that the Grantee, the Lessor, and the Tenant execute the CPA PASS Program Contract with the agreed upon assistance. Eligible tenants who have remained in good standing can participate in and receive services through the program for a period of up to twenty-four months pending CPA PASS Program Contract renewal.

(8) Arrange for a Housing Inspector from the Housing Division of OSPCD to inspect the Unit, prior to initial occupancy and again prior to any extension of a CPA PASS Program

Contract beyond the initial twelve month period, to ensure that the Unit is in compliance with the Funding Source's Housing Quality Standards at 24 CFR 982.401, HUD Lead-Based Paint Regulations at 24 CFR Part 35, Subpart M – Tenant Based Rental Assistance, and state and local building and health codes. Grantee's request to OSPCD for a Unit inspection shall at a minimum identify the address of the unit, the number of bedrooms, number of occupants that will be occupying the unit, number of children that are less than six years old, and the name and phone number of property owner or other person authorized to show the unit.

(9) Ensure that the Lessor and the Tenant enter into a lease ("Lease") for twelve months, unless a shorter period is mutually acceptable to the Lessor and the Tenant.

(10) Work with other human service agencies to coordinate services to the Tenant, do outreach, and perform other activities furthering the goals of the CPA PASS Program.

(11) Make payments for security deposits and rental subsidies, in accordance with the applicable CPA PASS Program Contract directly to the Lessor on behalf of the Tenant. For Tenants that have remained in good standing in the CPA PASS Program, payment of a security deposit shall be considered a grant to a Tenant, and the monies shall be treated as the property of the Tenant at the end of the tenancy. For all other Tenants, the security deposit, plus interest, shall be refunded to the Grantee and applied to subsequent CPA PASS Program expenses.

(12) Monitor the finances of the CPA PASS Program and each Tenant's progress in fulfilling the Service Plan.

(13) Promptly provide the following documentation to OSPCD and maintain original documents for inspection by OSPCD for a period of six years thereafter:

- a) The application form for any new Tenant includes a gross annual income calculation, along with income and asset verification, signed and dated by the Grantee's project manager (or higher-ranking person) certifying each Tenant's eligibility and co-certified by a member of the Grantee's Advisory Committee described in its Tenant Selection Plan. Also include a form showing such Tenant's adjusted monthly income and the security deposit and/or respective shares of rent and utilities to be paid by the Tenant and by the Grantee. (The Grantee shall adhere to the provisions contained in "Technical Guide for Determining Income and Allowances for the HOME Program" published by the U.S. Department of Housing and Urban Development). A Tenant's annual income must be at or below 100% of AMI as set by HUD guidelines in order to qualify for and receive CPA PASS Program assistance, in accordance with the income limits of the Community Preservation Act (CPA). See the Community Preservation Coalition's "Community Housing" information described at <http://www.communitypreservation.org/content/chart-allowable-uses> for more information.
- b) Any newly executed agency-owner agreement

- c) Any newly executed Lease between a Lessor and a Tenant, or an oral tenancy certification form for those without a lease, which needs to be completed and received prior to issuing the next payment for each month of assistance going forward.
 - d) Any newly prepared Housing Quality Standards (HQS) report for a Unit.
 - e) Documentation of compliance with 24 CFR Part 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures, as required for any new Units and common areas servicing such Units that will be occupied by families or households with children less than 6 years of age.
 - f) The documentation described above must be updated as warranted and submitted to OSPCD for review upon any program participant's re-enrollment in the program after the initial 12-month period for an additional 12 months.
- (14) Requests for reasonable accommodation should be forwarded via email to the OSPCD staff person who is acting as Project Manager for this contract. OSPCD will provide a response no later than ten business days. Any other program-related questions can also be directed to the Project Manager.

APPENDIX 2 – FISCAL YEAR 2026 INCOME LIMITS

A comprehensive list of Fiscal Year 2026 Income Limits for the City of Somerville is provided on the next page.

Please note:

- The maximum household income limit for CPA-funded housing programs is 100% AMI, adjusted by household size.
- Refer to other AMI thresholds listed for income limits if your program will target very-low, low and/or moderate-income households as described in your application.

HOUSING PROGRAM INCOME LIMITS

2025		PMSA Boston, MA Area Median Income \$160,900								
HOUSEHOLD SIZE		1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person	Each Addition ¹ Person
30% AMI CDBG		\$34,750	\$39,700	\$44,650	\$49,600	\$53,600	\$57,550	\$61,550	\$65,500	see footnote 2
30% AMI for HOME		\$34,750	\$39,700	\$44,650	\$49,600	\$53,600	\$57,550	\$61,550	\$65,500	see footnote 2
30% (HOME) effective date	6/1/2025									
Extremely Low Income (CDBG) effective	4/1/2025									
50% AMI CDBG		\$57,900	\$66,200	\$74,450	\$82,700	\$89,350	\$95,950	\$102,550	\$109,200	
50% AMI for HOME		\$57,900	\$66,200	\$74,450	\$82,700	\$89,350	\$95,950	\$102,550	\$109,200	
Very Low Income (HOME) effective date	6/1/2025									
Low Income (CDBG) effective	4/1/2025									
60% AMI for HOME		\$69,480	\$79,440	\$89,340	\$99,240	\$107,220	\$115,140	\$123,060	\$131,040	see footnote 2
60% (HOME) effective date	6/1/2025									
80% AMI CDBG (1)		\$92,650	\$105,850	\$119,100	\$132,300	\$142,900	\$153,500	\$164,100	\$174,650	see footnote 2
80% AMI for HOME (1)		\$92,650	\$105,850	\$119,100	\$132,300	\$142,900	\$153,500	\$164,100	\$174,650	see footnote 2
80% AMI for CPA (5)		\$90,104	\$102,976	\$115,848	\$128,720	\$139,018	\$149,315	\$159,613	\$169,910	
Low Income (HOME) effective	6/1/2025									
Low / Mod (CDBG) effective	4/1/2025									
Low Income (CPA) effective	4/1/2025									
100% MEDIAN INCOME (3) CPA		\$112,630	\$128,720	\$144,810	\$160,900	\$173,772	\$186,644	\$199,516	\$212,388	see footnote 2
Moderate Income (CPA) effective	4/1/2025									
110% MEDIAN INCOME (3)		\$127,358	\$145,552	\$163,746	\$181,940	\$196,495	\$211,050	\$225,606	\$240,161	see footnote 2
120% MEDIAN INCOME (3)		\$138,936	\$158,784	\$178,632	\$198,480	\$214,358	\$230,237	\$246,115	\$261,994	see footnote 2
140% MEDIAN INCOME (3)		\$162,092	\$185,248	\$208,404	\$231,560	\$250,085	\$268,610	\$287,134	\$305,659	see footnote 2
Somerville Affordable Housing Trust effective	7/1/2025									
Somerville Zoning Ordinance effective	7/1/2025									
140% of 50% MFI (4)		\$81,050	\$92,650	\$104,250	\$115,800	\$125,050	\$134,350	\$143,600	\$152,850	see footnote 2
140% of 80% MFI (4)		\$129,700	\$148,200	\$166,700	\$185,250	\$200,050	\$214,900	\$229,700	\$244,500	see footnote 2
Inclusionary Max. Recert. Income	06/01/25									

Footnotes:

- (1) The 80% Median Income* has been capped by HUD for Boston PMSA; it is actually 82.2% of AMI. True 80% for 4-prsn hhd is \$128,720
 - (2) 9 person household is 140% of 4 person household. Add 8% for each additional person thereafter; round UP to nearest \$50.
 - (3) 110%, 120% and 140% incomes are calculated directly on 50% of Median Income, and are rounded to the nearest dollar.
 - (4) 140% of the then-current 50% or 80% income limit (rounded up to nearest 50). Only used for Inclusionary Housing recertifications.
 - (5) The CPA Low Income Limits are 80% of the area-wide median income and are slightly different from HUD's Low Income figures.
- * The comparison of the capped HUD 80% to true 80% uses the CDBG limits. Until HOME adopts the CDBG limits the comparison may not be accurate for HOME.

Printed on:
08/19/25

**APPENDIX 3 – AGENCY/OWNER AGREEMENT AND ORAL TENANCY CERTIFICATION
FORM** *(for use where no written lease exists)*

Housing Assistance Payment Agreement for Ongoing Rental Assistance between Owner and Agency

This Housing Assistance Payment Agreement for Ongoing Rental Assistance is made this _____ day of _____, 2024, by and between _____ (Agency) and _____ (Owner) with respect to _____ (name of tenant/household) at _____ (address of rental unit). The Agreement is intended to assist the Tenant in stabilizing their tenancy through the _____ (name of Agency) payment of a security deposit and/or ongoing rental subsidies (including utility allowances), in accordance with the Rental Assistance Program under a contract between _____ (Agency name) and the City of Somerville.

WHEREAS, the Tenant has agreed to participate in the Rental Assistance Program operated by _____ (Agency); and

WHEREAS, the Tenant and the Lessor have entered into a Lease for the Unit, attached hereto as Appendix #1 (hereafter "Lease");

NOW THEREFORE, in consideration of the mutual covenants contained herein and other consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. TERM OF CONTRACT

The term of this Contract shall begin on _____ and end on _____.

2. SECURITY DEPOSIT

a) _____ (Agency) shall pay \$ _____ (Amount) to the Lessor on behalf of the Tenant as a security deposit for the Unit. Such security deposit shall not exceed one month's rent for the Unit.

b) The Lessor shall notify the _____ (agency) within five (5) days after the Tenant has vacated the Unit.

c) The Lessor shall hold the security deposit in an interest bearing escrow account in the name of the Tenant and the _____, (Agency) in accordance with the provisions of Mass. General Laws, c. 186, §15B, and, provided the Tenant has remained in good standing in the Rental Assistance Program, any or all of the balance that is due the Tenant at the end of the tenancy shall be refunded directly to the Tenant, with interest; otherwise, the security deposit, plus interest, shall be refunded to _____ (Agency).

3. RENT

- a) The rent for the Unit is \$_____ per month (“Rent”). The Rent does not include any meals or supportive services which Owner may provide. Nonpayment for such meals or supportive services shall not be grounds for terminating the tenancy. Lessor shall not increase the Rent during the term of the Lease. Lessor shall not accept any payment for occupancy of the Unit in excess of the Rent and shall return such excess amounts as directed in writing by _____ (Agency).
- b) The _____ (Agency) shall pay \$_____ per month toward rent (“Agency Rent Share”) for twelve consecutive months, provided that: (i) the Lease is in effect; (ii) the Tenant is occupying the Unit; (iii) the Tenant is a participant in the Rental Assistance Program; and (iv) the Owner is not in breach of the Lease, this Contract, or any law giving rise to a right to withhold rent. The _____ (Agency) shall give the Lessor thirty (30) days’ notice of intent to terminate payment of the _____ Agency Rent Share and shall state the reasons therefore. Failure by the _____ (Agency) to pay the _____ (Agency) Rent Share shall not constitute a violation of the Lease, and the Lessor shall not terminate the tenancy for nonpayment of the _____ (Agency) Rent Share.
- c) The Tenant shall pay \$_____ per month rent (“Tenant Rent Share”), provided that the Lessor is not in breach of the Lease, this Contract, or any law giving rise to a right to withhold rent. The Tenant shall not be responsible for paying the _____ (Agency) Rent Share. The Owner shall not have a cause of action against the _____ (Agency) for any failure of the Tenant to meet the obligations of the Lease, this Contract, or the requirements of law with respect to the Tenant’s occupancy of the Unit.
- d) The Owner agrees that acceptance of the _____ (Agency) Rent Share by the Owner is a certification that:

- 1) the Owner is in compliance with all requirements under the Lease, this Contract and the laws governing residential rental property; and
- 2) the Tenant is occupying the Unit as the Tenant’s primary principal residence; and
- 3) the Owner is not receiving any payments for the occupancy of the Unit except as provided in this Contract.

4. LEASE

_____ (Agency) is not a party to the Lease. However, the Owner and the Tenant shall not revise the Lease without the prior written approval of _____ (Agency), which consent shall not be unreasonably withheld or conditioned or delayed. The parties understand and agree that the following provisions are prohibited by the U.S. Department of Housing and Urban Development and if they appear in a lease, they will be null and void and unenforceable:

- a) Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Lessor, in a lawsuit brought in connection with the Lease.
- b) Agreement by the Tenant that the Lessor may take, hold, or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property left in the Unit after the Tenant has moved out. The Lessor may dispose of this personal property in accordance with state and local law.
- c) Agreement by the Tenant not to hold the owner or owner's agent legally responsible for any action or failure to act, whether intentional or negligent.
- d) Agreement by the Tenant that the Lessor may institute a lawsuit against the Tenant without notice to the Tenant.
- e) Agreement by the Tenant that the Lessor may evict the Tenant or household member without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court issues a decision on the rights of the parties.
- f) Agreement by the Tenant to waive any rights to a trial by jury.
- g) Agreement by the Tenant to waive any right of appeal, or to otherwise challenge in court a court decision in connection with the Lease.
- h) Agreement by the Tenant to pay the Lessor's attorneys' fees or other legal costs gg even if the Tenant wins in a court proceeding by the Lessor against the Tenant.

5. UTILITIES/APPLIANCES

The Owner shall provide the following appliances and pay the following utilities which are included in the Rent: Cross out items which do not apply.

- a) electric
- b) cooking fuel
- c) heating gas or oil
- d) other: _____ (ex: water)

6. OCCUPANTS

The Tenant agrees to occupy the Unit as their primary principal residence together with the following persons and no others: _____

The Tenant shall not sublease the Unit, nor shall the Tenant assign the Lease or transfer to anyone the use of the Unit.

7. CONDITION OF UNIT

a) The Owner and the Tenant shall permit the _____ (Agency) and/or the _____'s (Agency) agent to inspect the Unit prior to execution of this Contract at a time mutually agreed to by the parties, and again prior to any extension of the Contract. In addition to any obligations under the Lease, the Lessor shall be responsible for ensuring that the Unit meets housing quality standards set forth at 24 CFR 982.401 and lead-based paint regulations at 24 CFR Part 35.

b) The Owner and the Tenant shall comply in every respect with Mass. General Laws, c. 186, §15B, including without limitation, those provisions of the statute that govern the documentation of the condition of the Unit at the beginning and end of the tenancy.

8. TERMINATION

a) _____ (Agency) shall have the right to terminate this Contract with thirty (30) days prior written notice, to withhold payment of _____ (Agency) Rent Share, to sue for specific performance, money damages and reasonable attorneys' fees, and to pursue such other local, state and federal actions and remedies as may be available. The following are possible reasons for termination:

1) if _____ fails to receive funding for the Rental Assistance Program;

2) if the Tenant or the Owner has made a material misrepresentation with respect to any matter upon which this Agreement is based;

- or
- 3) if the Tenant or the Owner fails to perform its obligations hereunder;
 - 4) if the Lease is terminated.
- b) The Lessor shall have the right to terminate this Contract with thirty (30) days prior written notice to _____ (Agency) and to the Tenant:
- 1) because of the Tenant's serious or repeated violations of the Lease or this Contract; or
 - 2) because of the Tenant's violation of federal, state or local law that imposes obligations on the Tenant in connection with the occupancy of the Unit; or
 - 3) because the Tenant is no longer a participant of the PASS Program.
- c) The Tenant shall have the right to terminate this Contract after thirty (30) days written notice to the _____ (agency and to the Lessor:
- 1) if the Tenant is no longer a participant of the PASS Program; or
 - 2) if the Lessor is in serious or repeated violation of the Lease or of this Contract; or
 - 3) if the Lessor is in violation of federal, state or local law that imposes obligations on the Lessor with respect to the Unit.

9. EVICTION

The Lessor shall evict the Tenant only in accordance with applicable law and with simultaneous written notice to the _____ (agency).

10. CONFLICT

In case of conflict between the provisions of the Lease and this Contract, the provisions of this Contract shall govern.

11. NONDISCRIMINATION

The Lessor shall not discriminate in any manner against any person on the grounds of race, color, national origin, ancestry, sex, religion, familial status, disability, sexual orientation, age, marital status, military history, or the receipt of public assistance or any other reason prohibited by law with respect to the provision of housing.

12. ASSIGNMENT

If the Lessor should sell the property to a new owner with the Tenant remaining in residence, the Lessor shall be responsible for transferring the security deposit escrow account to the new owner in accordance with Mass. General Laws, c.186, §15B.

13. COMPLETE AGREEMENT

This Contract supersedes all prior agreements and understandings between the parties. No amendment shall be effective unless it is in writing and signed by all parties.

14. GOVERNING LAW/ENFORCEABILITY

This Contract shall be governed by federal HOME Investment Partnerships Program regulations at 24 CFR Part 92 and federal lead-based paint regulations at 24 CFR Part 35 and, in all other respects, by the laws of the Commonwealth of Massachusetts.

15. NOTICE

Any notice given by any party regarding this Contract shall be in writing and delivered by hand, or by telecopier (fax) or by first class mail, or by federal express, express mail, or any other nationally recognized overnight delivery service to the _____ (agency) at the address set forth herein or to FAX number (617) 776-7165; to the Lessor at the address set forth herein _____ to the Tenant at the Unit _____

IN WITNESS WHEREOF, the _____ (agency), the Lessor and the Tenant have executed this Contract as a sealed instrument as of the date first written above.

(agency),.

LESSOR

TENANT

ORAL TENANCY CERTIFICATION
(For monthly rent stabilization)

A. LANDLORD'S ACKNOWLEDGEMENT AND CERTIFICATION

1. I, _____, acknowledge that I am the Owner of the building with an address of _____, Somerville, MA _____ ("Building").
2. I certify that _____ ("Tenant") resides as my tenant in Unit # _____ ("Rental Unit") in the Building of the above-mentioned address.
3. I further certify that the total monthly rental payment due from Tenant for occupancy of the Rental Unit is \$ _____ (Rent"), due and payable on the _____ day of the month.
4. During the assistance term set forth in the Agreement I have with _____ (name of nonprofit), the tenant's reduced portion of the total rent will be \$ _____ per month.
5. I further certify that Tenant continues to occupy the Rental Unit as of the date hereof. _____

Owner's Signature

Date

B. TENANT'S ACKNOWLEDGEMENT AND CERTIFICATION

1. I, _____, Tenant, hereby certify that I rent the above Rental Unit. 2. I certify that that the amount listed as total monthly Rent is correct.
3. I further certify during the assistance term set forth in the Agreement between my landlord and _____ (name of nonprofit), my reduced portion of the monthly rent listed above is correct.
4. I further certify that I am occupying and will continue to occupy the Rental Unit during this month.

Tenant (Head of Household)'s Signature

Date

APPENDIX 4 – TENANT SELECTION PLAN

Overview of the PASS Program: The Prevention and Stabilization Services (PASS) Program seeks to aid Somerville residents at risk of homelessness and to assist those who are already homeless to secure long-term housing. PASS funds may be used to pay the security deposit and a portion of the rent for up to twelve months with the potential for an extension for an additional twelve months, not to exceed twenty-four months. PASS funds may also be used for security deposit alone when the applicant is able to pay the rent on their own or through another subsidy, for example a Section 8 voucher. PASS works with participants to help them become self-sufficient with the goal of becoming financially secure enough to remain housed once the PASS subsidy terminates. The PASS Program shall ensure that no person on the grounds of race, color, national origin, ancestry, sex, religion, familial status, disability, sexual orientation, age, marital status, military history, or the receipt of public assistance or for any reason prohibited by law is excluded from participation in, denied the benefits of, or subjected to discrimination in the PASS Program.

Eligibility: An applicant must be an individual or household that is 1) a Somerville resident, 2) income eligible, 3) homeless or at risk of becoming homeless, and 4) able to achieve self-sufficiency within one year.

- 1) A Somerville Resident is an individual or household member who is a)
living in Somerville; or b) working in Somerville; or c) living in Somerville
immediately prior to homelessness; or d) living in a Somerville shelter.
- 2) Income eligible means the applicant's household income is less than or equal to the
income limit for the PASS funding utilized to support the household in their duration
of the PASS program. The income limit for CPA PASS is one hundred percent
(100%) of the Area Median Income (AMI) for the U.S. Department of Housing and
Urban Development's (HUD) Boston Primary Metropolitan Statistical Area Median
Income and the applicant is not receiving any rent subsidies. Applicants for just
security deposit may be receiving a rent subsidy.
- 3) Homeless means
 - a) living in a shelter, or on the street
 - b) temporarily living with a friend or family member, as the only alternative to

living in a shelter, or on the street

- c) at risk of becoming homeless because of a rent increase of 50% or greater making rent (adjusted for utilities) higher than the applicable HUD Fair Market Rent (FMR) or more than 50% of gross income; or loss of more than 30% of household gross income due to a death, divorce, legal separation, separation, domestic violence, involuntary loss of wages, or being within one year of losing Department of Transitional Assistance income benefits; or unable to rent an apartment for lack of funds to pay the security deposit
- d) living in an unsafe environment which poses an immediate threat to health or safety.

4) Able to achieve self-sufficiency within one year means –

- a) the applicant is **approved** for emergency housing through Somerville Housing Authority and/or other recognized Public Housing Authority(s) at the time of application
- b) Applicant is employed at time of application
- c) Applicant is enrolled in a job training or education program to be completed within 6-9 months from time of applicant
- d) Applicant can document prior, recent housing search within past 60 days
- e) Applicant has a good rental history of timely and consistent payments
- f) Applicant has an employment history (if he/she is unemployed and does not qualify for benefits)
- g) Applicant demonstrates willingness to explore all options to maximize income
- h) Applicant is willing to apply for all affordable housing opportunities, including: 1. Public Subsidized Housing 2. Subsidized SRO programs 3. Transitional Housing Programs
- i) Applicant's household lost income due to major disaster as defined under the Robert T. Stafford Disaster Relief and Emergency Act (Pub. L.93-288 as amended) and comparable disaster as defined by the States, local government, and disaster organizations (42 U.S.C.5155(d)).

Application Procedure:

- 1) When the application process opens, application appointments will be available for all those found to be preliminarily eligible (through self-reporting) who are interested in applying. If appropriate, the administering agency may provide the application for applicants to complete themselves and submit; however, this is not required. Every effort shall be made to ensure that anyone interested in applying has the ability to do so, regardless of their availability to schedule an application appointment, etc.
- 2) When the application period opens, the following agencies will be notified: CAAS, CASLS, SCC, OHS, CASPAR, Respond, Somerville Homeless Coalition, Somerville Housing Authority, College Avenue Adult Shelter, = St. Patrick's Shelter, Just-A-Start, and DeNovo. Additionally, any individuals who have reached out to inquire about the PASS program since the last application round will also be notified.
- 3) Applicants must fill out an application form and a Release of Information form.
- 4) The PASS Program will review all applications and determine eligibility. Applicants whose applications do not contain all required documentation will be sent a letter which states the specific information that they must document in order to complete their application.
- 5) Applicants shall have fourteen (14) days from the date of the request for documentation letter referred to in bullet (4) of this section to submit documentation to the PASS Program. If documentation is not received in 14 days, the applicant will be notified that their application will be closed, and they may request to be notified the next time a PASS application cycle opens. A reasonable extension to submit documents may be granted based on a reasonable accommodation request. Additionally, if eligibility documents are reviewed and the administering agency then requests follow up documents, applicants shall have an additional 7 days to submit those documents.
- 6) The PASS Program will send a letter notifying non-eligible applicants the reason for denial and their right to appeal. Non-eligible applicants will receive a copy of the appeal and grievance policy along with their denial letter. They may follow the instructions to submit an appeal within 10 business days if they feel their reason for denial was incorrect. The Appeals Committee shall hold a hearing within 10 days of the appeal request and render a decision within 5 days of the hearing. The applicant will be notified

by letter of the final decision.

- 7) When administering agencies have funding available to issue PASS vouchers, they will “open” the application process (following steps outlined above). They will provide a deadline for all applications to be submitted at which point no new applications will be accepted. Each applicant will follow the steps outlined above for submitting verification documents and proving their eligibility. Once all applicants have (a) submitted all documents or (b) failed to meet their deadline to submit documents, the process shall move on to the ranking stage. All applicants will be ranked based on their self-sufficiency score. Applicants will be presented to the Advisory Committee for approval/denial in order of their self-sufficiency score. No applicants shall be presented once all available vouchers/funds have been accounted for through higher ranked applicants being approved. If an applicant had a fully complete application but was not presented to the panel due to no vouchers remaining, they will be held on the “waitlist” until which point all vouchers issued in that application round have leased up successfully or until 3 months have passed. If at any point one of the issued vouchers becomes available, the highest ranked household on the waitlist will be presented to the panel. After 3 months, or after all vouchers in that application round were successfully leased up, the waitlist will disappear, and applicants will need to submit a new application the next time the process opens.

Eligibility Verification:

- 1) All applicants must provide proof that they qualify as Somerville residents.
- 2) Proof of eviction, displacement or homelessness may be proved by court documents, letter of intent to evict by landlord or provider of housing, or a letter from a service provider on agency letterhead.
- 3) Immediate threat to health or safety must be proven by court documents, board of health or Inspectional Services documents.
- 4) All applicants must provide proof that they are income eligible. Income verification shall include agency generated information for income from source providing public benefits such as Social Security, TAFDC, DTA, Veterans Benefits, unemployment compensation and the like.

- 5) Employment verification shall consist of eight (8) consecutive weekly or four (4) bi-weekly pay stubs (2 months) and/or a letter from the employer providing the information required by the PASS Program.
- 6) Applicants in a job training or education program must submit a letter from the appropriate institution specifying the graduation date.
- 7) Applicants with violence or drug related activity except drug possession less than two (2) years prior to date of CORI shall be considered on a case-by-case basis. The agency will have the option to set aside a limited amount of funding to accept one or two applicants with CORI records of this nature and will track the progress of the applicants after they have left the program to ensure their CORI reports did not present subsequent issues for obtaining self-sufficiency.
- 8) Applicants claiming an abusive living environment must provide either court documents, a letter from a service provider or complete a VAWA self-certification form attesting to the impact of such abuse on the applicant's housing or financial situation.
- 9) Applicants remaining in their current unit who owe rental arrears must have a reasonable plan in place for the arrears to be paid
- 10) Applicants claiming that their housing costs (rent + utilities) constitutes more than 50% of income must provide rent receipts in addition to income documentation.
- 11) Applicants claiming recent separation must provide documentation of the whereabouts of absent household member.
- 12) Applicants claiming involuntary loss of income must provide documentation of such, including that of termination of employment.
- 13) Applicants whose specific information cannot be verified or is verified, and applicants who are over 100% of AMI shall be deemed ineligible and will be notified by letter of the reason for denial and their right to appeal. They will receive a copy of the appeal and grievance procedure with their letter of denial and must submit an appeal request within 10 business days.
- 14) After all appeals are completed and if PASS funds are available the next applicant on the waiting list in order of highest priority shall be considered.

Selection of Participants from Applicants: Selection of applicants to participate in the program is based on a point system and approval of the Advisory Committee. Applications are date stamped upon COMPLETION- meaning that all required documents have been submitted and the self-sufficiency interview has been completed. Once completed and verified for eligibility (see previous section), applications are given preference based on a point system.

Each of the following criteria (listed in sections 1 and 2) are given a separate point rating. A minimum of 18 points on the self-sufficiency test is required. Points will be tallied between two categories with a maximum total of 128 (one hundred and twenty-eight) points allowed per applicant. Applicants will be submitted to the Advisory Committee in order of highest points to lowest until all available vouchers have been issued.

1) **Preferences: Totaling 50 points**

- a) Applicant is homeless or at risk of homelessness due to domestic violence (documented). **20 points**
- b) Applicant displaced due to disaster, fire or flood OR current living situation poses a threat to health or safety (documented). **30 points**

2) **Self-Sufficiency Test: Totaling 78 points**

- a) Applicant is approved for emergency housing through Somerville Housing Authority and/or other recognized Public Housing Authority(s) at the time of application **30 points**
- b) Applicant is employed at time of application (full time/part time) **10 points/5 points**
- c) Applicant is enrolled in a job training or education program to be completed within 6-9 months from time of application **5 points**
- d) Applicant can document prior, recent housing search within past 60 days **5 points**
- e) Applicant demonstrates willingness to explore all options to maximize income (e.g. additional employment, public benefits both cash and non-cash, public housing, another household member entering workforce) **5 points**
- f) Applicant is willing to apply to all affordable housing opportunities **5 points**
- g) Applicant has a good rental history of timely and consistent payments **3 points**
- h) Applicant has an employment history (if he/she is unemployed

and does not qualify for benefits) **3 points**

- i) Applicant's household lost income due to a major disaster as defined under the Robert T. Stafford Disaster Relief and Emergency Act (Pub. L.93-288 as amended) and comparable disaster as defined by the States, local government, and disaster organizations (42 U.S.C.5155(d)), **12 points**
- 3) The PASS program shall assign a priority number based on points and submit eligible households in order of points to the Advisory Committee, who will make the final selection in accordance with this Tenant Selection Plan.
- 4) In the case of those applicants that are applying for security deposit only; agency staff will review the application and determine whether or not the applicant is eligible to receive assistance. If the applicant meets the income guidelines, the homeless requirements and has a Section 8 voucher or similar subsidy, the applicant will be approved without being presented to the Advisory Committee.
- 5) The accepted applicants (hereafter "Participants") shall be notified in writing. Eligible applicants not selected due to funding limitation shall be placed on a waiting list and notified in writing. The waiting list shall be maintained until all vouchers in the current application process have successfully leased up or until 3 months, whichever comes first.
- 6) Participants shall retain previously approved statuses on the public housing authority's waiting list while in the PASS Program.
- 7) Participants shall be issued a certificate by the PASS Program. The maximum amount of rental assistance shall not exceed the rent standard promulgated by OSPCD Housing Division, minus thirty percent (30%) of the Participant's household monthly adjusted income, provided that the Participant must pay at least five dollars (\$5.00) a month toward the rent and that Participant's share of Gross Rent shall not exceed thirty percent (30%) of Participant's household monthly adjusted income. "Gross Rent" means the rent including all utilities or all applicable utility allowances.

Participant Obligations:

- 1) Participants will meet with their case manager to sign a participant & agency agreement prior to receiving the approval certificate.

- 2) Participants shall meet with a case manager on a weekly basis or as outlined in their individual service plan (ISP). The Case manager and the participant will develop a Service Plan that the Participant must agree to follow.
- 3) Participants shall find housing within three months of issuance of the certificate with the possibility of a three-month extension based on a reasonable accommodation request at the agency's discretion.
- 4) Participants shall pay all utility costs not included in the rent. Participant's share of rent and utilities may not exceed thirty percent (30%) of Participant's household monthly adjusted income.
- 5) Housing must be in Somerville, unless authorized by the PASS Program for good cause.
- 6) Housing must meet Section 8 Housing Quality and HUD Lead Paint Standards per inspection.
- 7) Participants shall sign the PASS Contract with the agency and the landlord and shall be bound by its terms.
- 8) Participants shall sign a lease with the landlord and shall be bound by its terms.
- 9) Participants shall sign a Service Plan with the agency and shall be bound by its terms.
- 10) Participants shall pay at least five dollars (\$5.00) per month towards rent.

Eligibility criteria for second year of assistance

1. **Client must have met all of the following criteria to maintain eligibility and receive PASS rental assistance for a second year**
 - a) Client completes a new application and is determined to be income eligible.
 - b) Client must have met with a case manager on a regular basis or as outlined in the client's Individual Service Plan.
 - c) Client must have agreed to apply to all available housing options offered.
 - d) Client must have complied with all other requirements of the program

during the first 12 months. Example being client paid their portion of the rent as outlined in their lease.

Advisory Committee: Applications that are determined to meet all eligibility criteria are the only applications that will be submitted to Committee.

- 1) The Advisory Committee shall consist of four members.
- 2) The Advisory Committee shall be volunteers representing the following entities:
 - a) One representative from the City of Somerville Office of Housing Stability, or City of Somerville Office of Housing and Community Development
 - b) Two representatives from local non-profit agencies
 - c) One representative from the agency
- 3) The Advisory Committee will select PASS Program participants from eligible applicants with a minimum point rating of 18 detailed in the Self-Sufficiency test.
- 4) An applicant must receive 3 votes in favor to be approved

Appeals Committee:

- 1) The Appeals Committee shall consist of three members.
- 2) The Appeals Committee shall be volunteers representing the following entities:
 - a) A Participant within the PASS program (in good standing)
 - b) A service provider not on the Advisory Committee.
 - c) A member from the agency who was not involved in the initial decision to deny or terminate the applicant.
- 3) The Appeals Committee will decide on appeals for denial of eligibility and of termination from the PASS Program or of termination of a Participant's funding.
- 4) The appeal committee must come to a unanimous decision.