





GREATER ROXBURY

DEVELOPMENT CORPORATION

90 Warren Street

Roxbury, MA 02119



11.11-12:00 x

FRANKLIN PARK DEVELOPMENT III SECTION 8 PRELIMINARY PROPOSAL

Submitted by

The Greater Roxbury Development Corporation

December 17, 1979



Site Location/Racial Composition

Figure 1 locates GRDC's primary Impact Area relative to the City of Boston. Figure 2 locates GRDC's sub-areas and the proposed sites relative to the Primary Impact Area.

Sub areas 16, 15, 14, 11, 10, 9, 7 6, 5 and 3 define the neighborhood of Washington Park, a sub-area of the Roxbury Planning District.

Description of the Neighborhoods

Properties for these developments are located in sub-area 7 and 16 of GRDC's primary impact area. Sub-area 7 is overwhelmingly residential. Sub-area 16 has a mixture of residential and commercial properties.

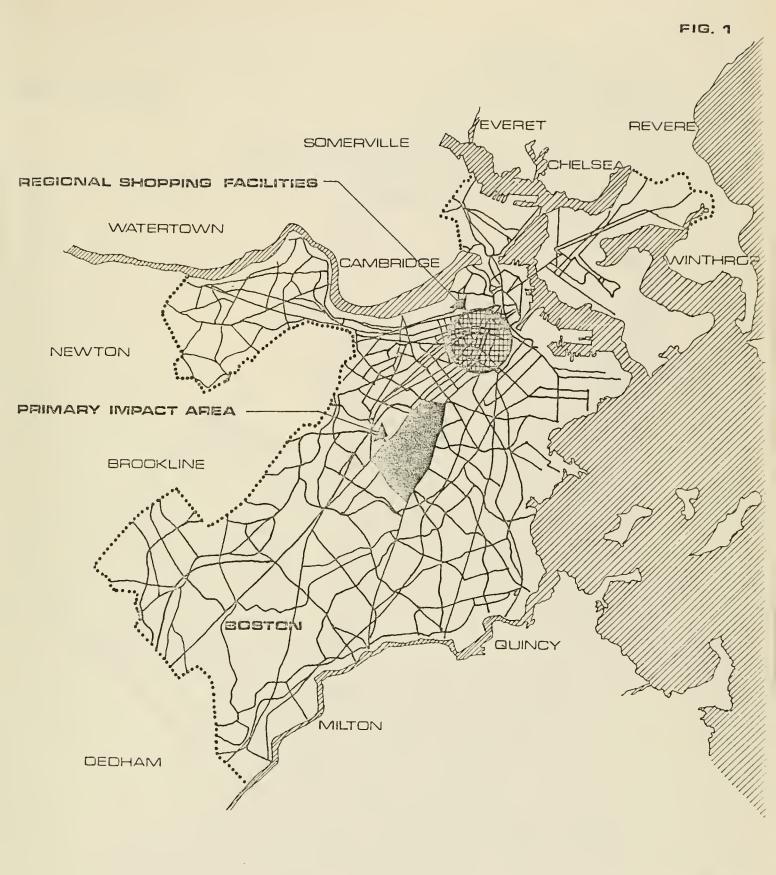
There are many conveniences within the sub-area 16, including the Egleston Station shopping area. Near the southern boundary of the sub-area is Franklin Park and its zoo. Franklin Park is the largest park in the Boston Metropolitan area. Its zoo is presently undergoing \$17 million of renovation. Other recreational areas within and near the sub-area are Washington Park with its in-door athletic facilities, pools, skating rinks, and playgrounds, the Roxbury YWCA, and the Roxbury Boy's Clubhouse.

Educational and cultural facilities included within and near the sub-area are the Elma Lewis School of Fine Arts, The National Center for Afro-American Artists, three branches of the Boston Public Library, Boston Technical High School, The Munroe Trotter and Davis A. Ellis elementary schools, and the Crispus Attucks Children's Center and Roxbury Children's Center.

Newly constructed medical centers in the area include the Roxbury Comprehensive Community Health Center, The Roxbury Dental Medical Group, and the Charles Drew Family Life Center.

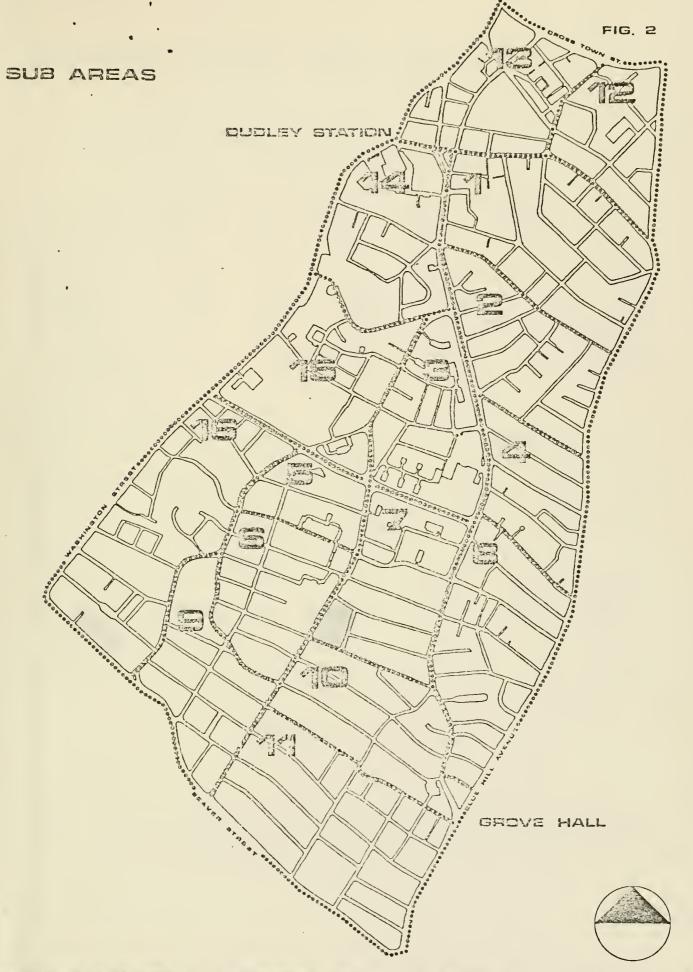
Public transportation is convenient to the residents of this sub-area. Five bus lines provide service to and from Egleston and Dudley Stations, both of which are part of the Orange Line rapid transit system which provides service to the Downtown Boston Shopping and Municipal Service areas.











PRIMARY IMPACT AREA

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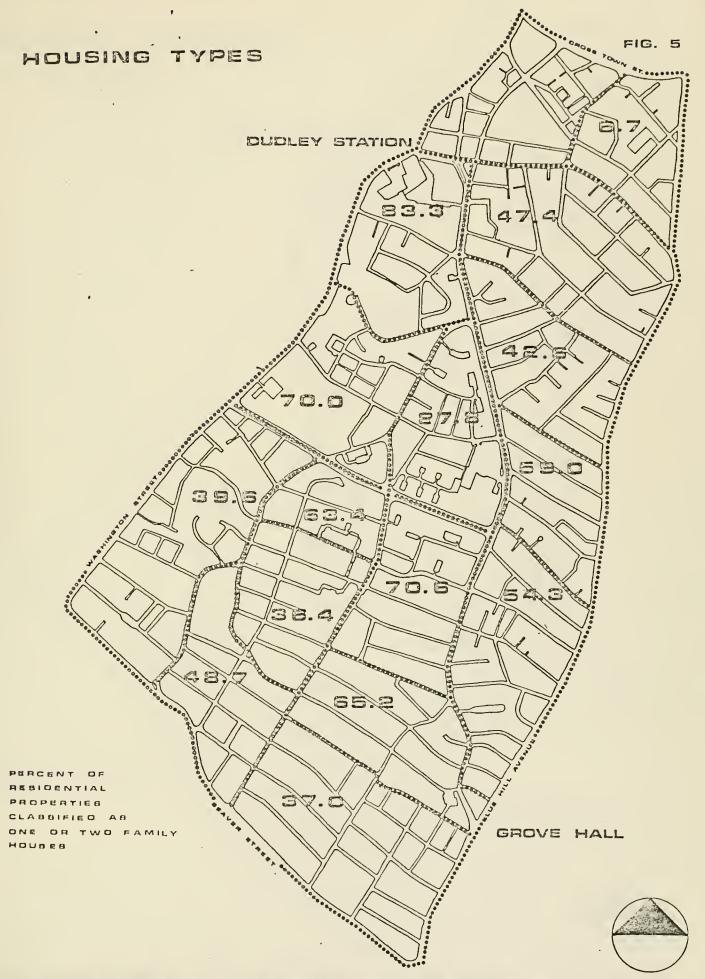


DESCRIPTION OF THE NEIGHBORHOOD: ETHNICITY, INCOME, AGE OF POPULATION -- ALSO SIZE, DIET, DENSITY

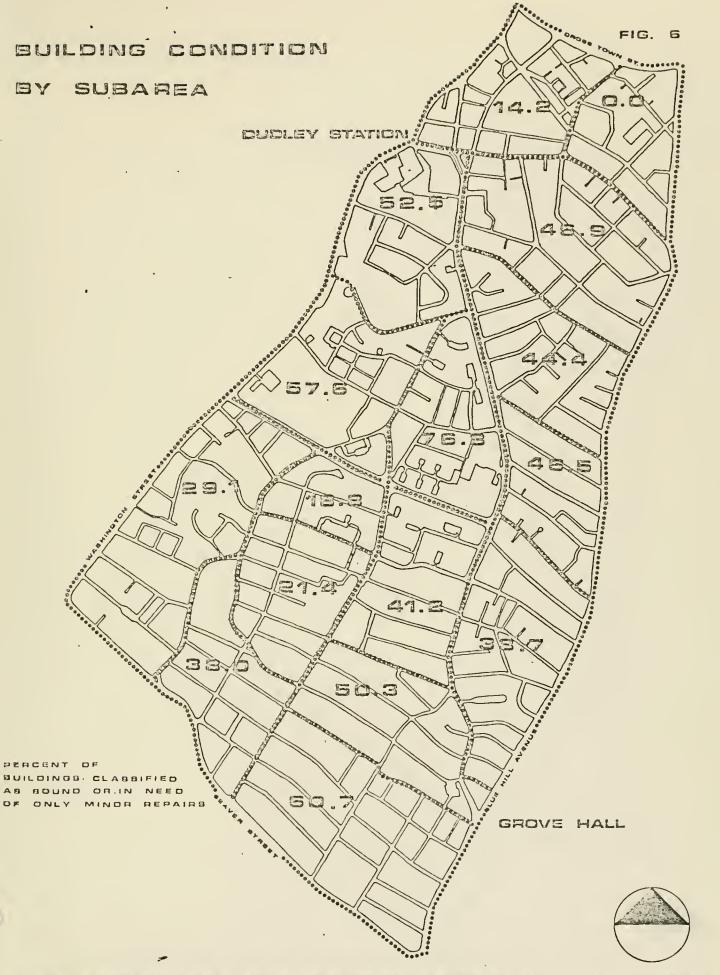
Statistics - Roxbury Planning District 1970 U.S. Census

Population	Highland Park	SAV-MOR	Lower Roxbury	Washington Park	Total District	<u>Oity</u>
Total	7,639	7,163	8,596	19,503	42,901	641,071
% Black % Spanish % White	70% 10% 20%	84% 05% 11%	78% 08% 14%	88% 03% 09%	82% 06% 12%	16% 03% 81%
% Under 18 % 65 & Over	34% 11%	37% 11%	43% 07%	49% 10%	42% 10%	28% 13%
Income						
Median	\$ 6,100	\$ 6,300	\$ 4,900	\$ 6,600	\$ 6,300	\$ 9,100
% Below Pover	ety 23.0%	20.0%	33.0%	24.0%	25.0%	12.0%
% Unemployed	08.6%	06.6%	11.0%	06.3%	06.5%	04.3%
Housing						
Total Units	3,258	2,455	3,443	6,919	16,705	232,448
Median Value	\$ 8,800	\$ 9,500	\$ 7,400	\$13,000	\$10,300	\$19,600
% 1 & 2 Famil Structures	ly 19%	34%	13%	26%	23%	31%

NOTE: 1977 unemployment figures have been tabulated at 20.3%. A Survey of Attitudes toward the City of Boston and its Neighborhoods, May, 1977, by Hart Research Associates, Inc. extracted from the 1978 Planning Profile of Roxbury by the BRA.









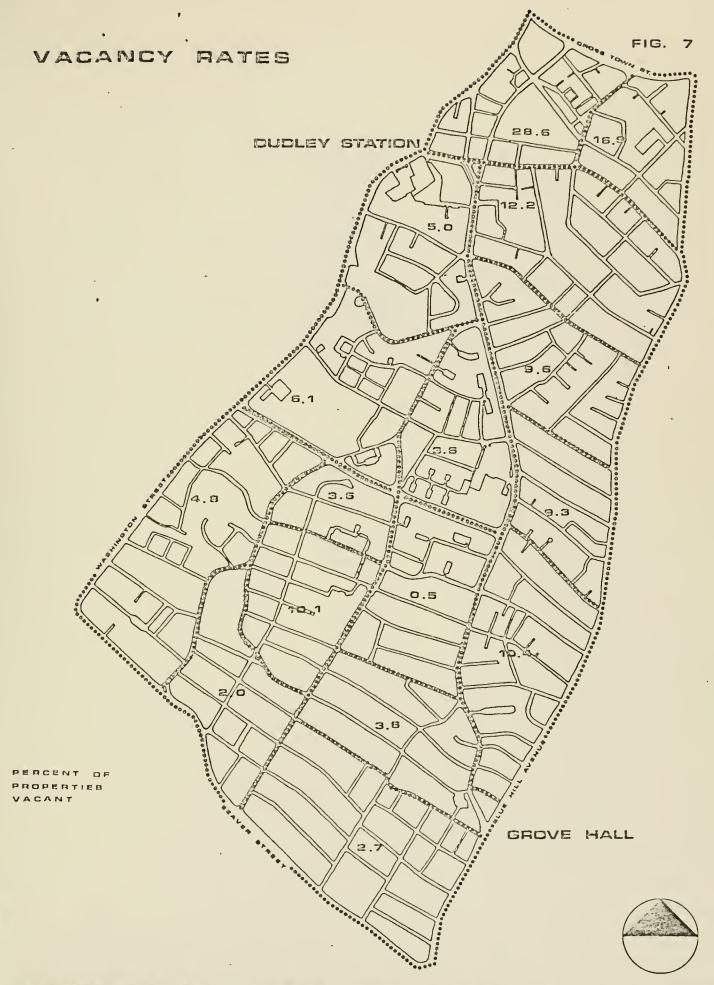




EXHIBIT 3

DESCRIPTION OF EXISTING HOUSING

Presently the property at 2000 Columbus Avenue consists of 6 BRA infill structures. The buildings are three stories tall with apartments on the basement level. The buildings were never completed, therefore, no heating-airconditioning systems or other amenities are in place.

The property at 120-140 Humboldt consists of a vacant lot.

EXHIBIT 4

DESCRIPTION OF PROPOSED HOUSING

The buildings at 2000 Columbus Avenue will be demolished. The new structures to be built will consist of 50 stacked simplex over duplex row-type townhouses.

120-140 Humboldt Avenue will be modeled after the existing Taurus project at 118 Humboldt Avenue

STATEMENT OF ARCHITECTURAL USAGE

A registered architect, to be selected through either an open or negotiated bid process, will be utilized for preparation of final working drawings and specifications.

Preliminary drawings and sketch plans will be prepared by staff architects.

DESCRIPTION OF PROPOSED UTILITY

All utilities and services are to be included in the rent.

- Passive solar heat.
- Electrical (gas) base board back up heat.
- Electricity for lights.
 Solar domestic hot water system with electricity for back up.
- Electric stove and oven.

Description of Utility-Contract Rent

The cost of all utilities will be included in the contract rent schedules.

The contract rent schedules include:

a. 28, 2 bedroom apts:b. 57, 3 bedroom apts:

\$316/month

\$350/month

Description of Utility-Contrast Rent

The cost of all districted will be included on the contract real

The contract rent schedules include:

Manual Office

20, 2 bedreinin apter

CONTRACT RENEWAL

The Greater Roxbury Development Corporation proposes utilizing a HUD-FHA mortgage insurance program to pay the costs of construction for these developments.

Contract terms and release of funding will be worked out with local HUD officials at the times appropriate.

DESCRIPTION OF OWNERSHIP

The plan of ownership provides for GRDC as a non-profit or its nominee, which would be a wholly owned subsidiary of GRDC, to be the single or majority owner of the property. Strategies of partnerships and tax syndication will be considered and determined dependent upon their projected impacts on the economic feasibility and long-term stability of the project.

GRDC's short term goal of ownership is to control what we view as a very valuable resource for the Roxbury Community and to provide good decent housing to its residents. Our long term goal, however, is to promote home ownership, and to that end GRDC would be looking to convert these units to tenant cooperatives if the idea proves feasible in the future.

GRDC will approach its short-term goal of ownership for maximizing the quality of its housing in two ways. First, GRDC is committed to re-investing its return to upgrade its housing units. Second, GRDC is committed to the expenditure of sufficient funds to attain and support a quality management program.

EXHIBIT #9 ATTACHMENT

EVIDENCE OF OWNERSHIP

The 120-140 Humboldt Ave. site and the 2000 Columbus Ave. site are presently BRA Infill sites. GRDC has initiated negotiations with the Boston Redevelopment Authority to obtain an option on the sites.

Evidence of the option will conveyed to the local area Hud office once it is received by GRDC.

STATEMENT OF COMPLIANCE WITH HOUSING ASSISTANCE PLAN

The following information illustrates that the proposed Greater Roxbury Development Corporation's HUD Section 8 multi-family housing developments are in compliance with the CDBG year V (7/1/79-6/30/80) Housing Assistance Plan for the City of Boston, Massachusetts.

The proposed development will provide eighty-five (85) units of housing with full section 8 rental assistance for fifty percent (50%) of the units. This will partially meet the needs of both lower and moderate income households as expressed in Table II of the HAP. Table II establishes a need of 22,550 renter households for families of four or less members; and a need of 16,140 renter households for minority families of four or less members.

The proposed developments also meet the current year goal of the HAP of rental housing assistance for low and moderate income families. Table III establishes a current year goal of 200 units for low to moderate income families of four or less members.



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		10,915			2,160			40	8, (15	600	1 41					ò			

The HUD Area Office has advised us that it is not necessary to submit Table II in the Year IV Housing Assistance Plan. However, for the record, the City is re-submitting Table II from Year III. 11/2-2015 9 (12-21)

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U.S. DEPARTMENT OF HOUSING AND URRAM DEVELOPMENT

HOUSING ASSISTANCE PLAN

TABLE III. GOALS FOR LOWER INCOME HOUSING ASSISTANCE

CURRENT TEAT	* GOAL
I, NAME OF APPLICANT	1. TY O HIGH AL
City of Boston	[] AMENOMENT DATE:
8	7/1/79 to: 6/30/80

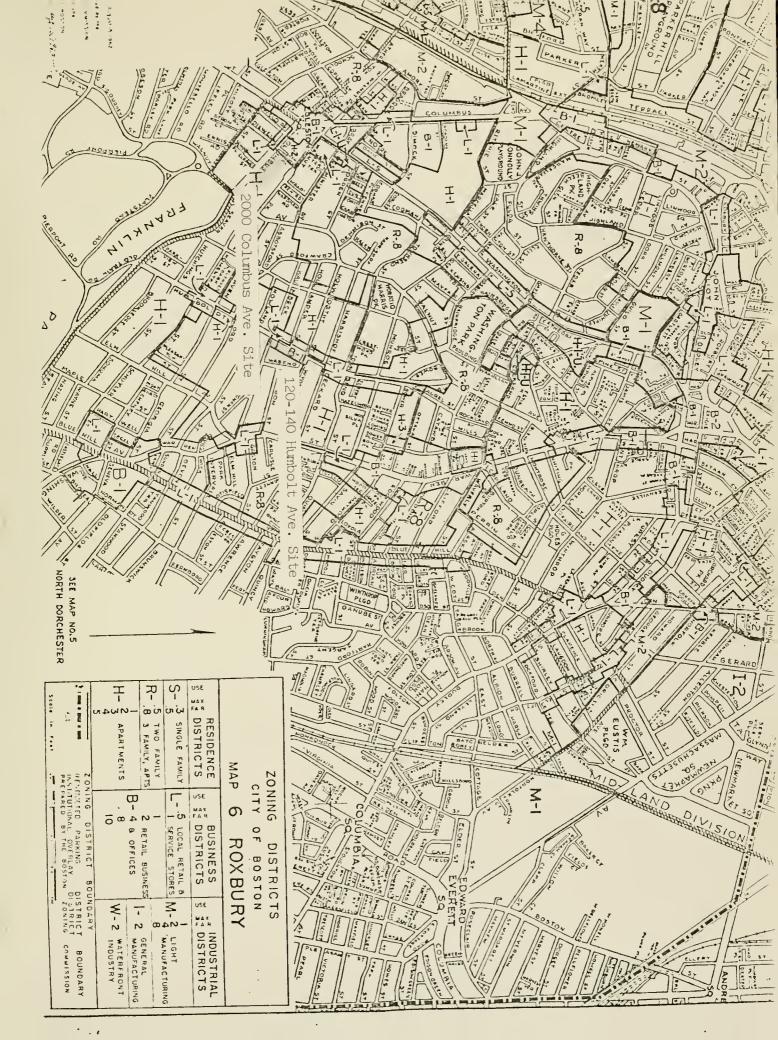
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(q)	(6)	(e)	I.O.	10}
A MER RENTAL UNITS				1
1 Section 3-HUO	360	320	200	+- 40
12 Sinte Angency-Total (Sum of lines a und b)	463	225	700 -	1 40
1 a Section 8	340	100	200	4.0
1 5 John Succion 667	1.2.5	125		-
13. Other Assisted New Rostol Housing 1. (News) 1. Tatal				
s Turnkey or Public Housing	215 27.5	175	50	50
), b.				
4. Total them of lines 1. 2, and 31	1,300	720 1	150	130
B. REMABILITATION OF RENTAL UNITS		!		!
· 1. Secres 3-MUD (Encludes HUD-held, -owned	1.230	590	600	
2. State Agency-Total (Sum of times a and hi	1,070	630	200	0
1 3 Section 8	930	490 1	400	40
b Cher Section 567	140	140		
13. Other Assisted Rehabilitation of Rental Mousing	300	100	120	. 30
i (Identit) - Total Turnkey of Public Housing	260	1 100	120	
h RHA "Breakthrough"	40			100
14. Total Dum ai lines 1 2, and 11	2,600	11,320	1,120	1.20
C. EXISTING RENTAL UNITS		1		1
		1	500	· · · · · · · · · · · · · · · · · · ·
1 Section 8-HUD	1-392	650	500	153
State Agency-Total own of lines is and b)		 i		
J. 5. Other		1		
3. Other Assisted Existing Rental Mausing 114cmiles - Total				
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s id. Total Num of light 1.2, and 11	1,300	550	500	130
D. REHABILITATION ASSISTANCE TO NOMEOWNERS OR		1		1
PROSPECTIVE HOMEOWNERS				
11. CD. Black Gronts HIP	3,400	2,300	3,000	2,060
12 Sestis 179 Special Housing	250	50	100	100
3 Other Rehabilitation Assistance to Homeowners of Prospective Maniferrance (Identify) - Total	950	- 1	560	1 390
) a Section 810, Homesceading	100	-	60	4.0
) b. Section 312, Rehab Loans	850	-	550	300
2. 4. Total four of here 1, 2, and 3,	3.600	2,550	→.2ci)	2,290
PROSPECTIVE HOMEOWNERS				
1 1. Jestian 235 2. Ciber Macauly) - Taroi				
1) d				
)').				
- 3. Tatol/Sum of lives 1 and 21				
F. ALL HOUSING ASSISTANCE GOALS (Sum of care 41 84, C1, D1, and 21)		37.4	42.9	19.3
-	14,800	5,540	6,330	2,930
				0-7015.10 (12-
			ige 4	



Compliance With City Ordinances

The two sites are located on the map of zoning districts for the City of Boston. The 2000 Columbus Avenue site is located in a properly zoned area. The 120-140 Humboldt Avenue site is located in an area zoned for local retail, service stores, retail business and offices. However, we feel that we would not have any difficulty in getting a zoning variance from a commercial to a residential designation.





RELOCATION REQUIREMENTS

The Greater Roxbury Development Corporation proposes to develop 35 units of multi-family housing at 120-140 Humboldt Avenue and 50 units of multi-family housing at 2000 Columbus Avenue. Both sites are located in the Washington Park Urban Renewal Area which serves as part of GRDC's primary impact area.

The 2000 Columbus Avenue site is presently occupied by six vacant BRA Infill structures. GRDC proposes that these structures be demolished and new buildings constructed.

The 120-140 Humboldt Avenue site is a BRA Infill vacant lot.

There are no inhabited structures on either site; therefore, there will be no displacement of families or businesses by the development of this proposed project.

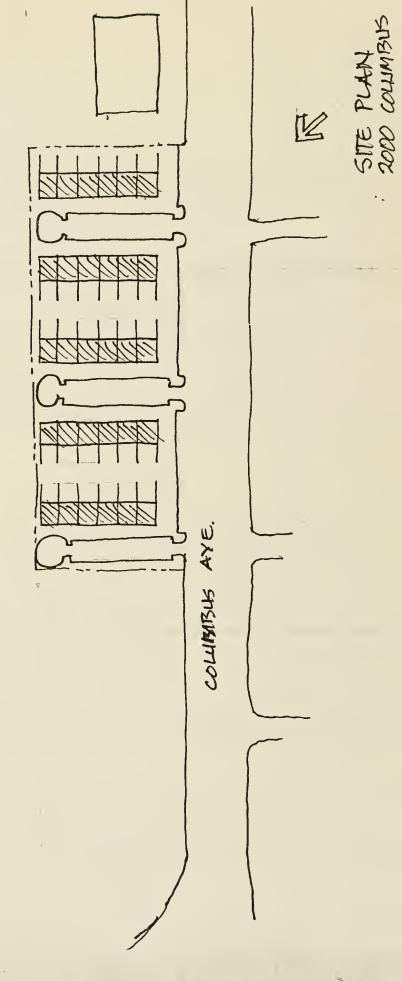


EXHIBIT 14 AFFIRMATIVE FAIR HOUSING MARKETING PLAN

CERTIFICATIONS IN CONNECTION WITH THE DEVELOPMENT AND OPERATION OF A SECTION 8 NEW CONSTRUCTION OR SUBSTANTIAL REHABILITATION PROJECT

INSTRUCTIONS: The Private Owner, the PHA Owner or, in the case of a Private Owner/PHA Project, the Private Owner and the PHA, must provide assurances and certify to all of the following items:

The Private Owner, the PHA Owner or the Private Owner and the PHA hereby assure(s) and certify(ies) that: . . ."

- (i) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and regulations pursuant thereto (Title 24 CFR Part I) which states that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives financial assistance; and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the PHA or the Owner, this assurance shall obligate the PHA or Owner, or in the case of any transfer, the transferee, for the period during which the real property and structures(s) are used for a purposes for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- (ii) It will comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended, which prohibits discrimination in housing on the basis of race, color, religion, sex or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing.
- (iii) It will comply with Executive Order 11063 on Equal Opportunity in Housing which prohibits discrimination because of race, color, creed, or national origin in housing and related facilities provided with Federal financial assistance.
- (iv) If the proposed project is to be located within the area of a local Housing Assistance Plan (HAP), the PHA or Owner will take affirmative action to provide opportunities to apply for units in the proposed project to the class of persons identified in the local HAP as expected to reside in the community as a result of current or planned employment.
- (v) In establishing the criteria for the selection of tenants, the PHA or Owner will not utilize preferences or priorities which are based upon the length of time the applicant has resided in the jurisdiction. The PHA or Owner shall treat non-resident applicants who are working, or have been notified that they are hired to work in the jurisdiction, as residents of the jurisdiction.
- (vi) It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1) which states that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to insure equal employment opportunity. The PHA or Owner will incorporate, or cause to be incorporated, into any contract for construction work, as defined in Section 130.5 of HUD regulations, the equal opportunity clause required by Section 130.15(b) of the HUD regulations.
- (vii) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 170lu) and regulations pursuant thereto (24 CFR Part 135), which requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

12/17/79 (Date) Executive Director

(Title)

Signature 1



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	APPLICANT AND PROJECT IDE								
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() () () () () () () () () ()	Housing. The purcose of this program is to assure that any group(s) of persons normally NOT likely to apply for the housing, without special outreach efforts (because of existing neighborhood racial or ethnic patterns, price, and/or other factors) know about the housing, feel welcome to apply and have the apportunity to only or rent. Indicate below which group(s) are least likely to apply for the housing without special outreach efforts. White Black American Indian Hispanic Asian or (Non-Hispanic) or Alaskan Native Pecific Islander S. MARKETING PROGRAM: All advertising will include: a) methods to attract minority and non-minority persons, especially persons in the group(s) theeked apove, and b) prominent use of the approved Edual Housing Opportunity Logotype, Slogan and/or Statement. SEE ATTACHMENT								
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1 2	For the media identified above, pr	evide the request	ed information: /	If more space is	neegea attach an	Additional guest	,		CASTS, ETC.
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B. B a str	ROCHURES, SIGNS AND HUD'S coop or submit when available. 2 gn or submit when available. 3) osters will be displayed in the & &	S FAIR HOUSING) For project site 1UO's Fair Housi Sales/Rental Offic	G POSTER: 1) We sign; Indicate sign g Poster inust be ce(s),	conspicuously d	Cagatyon	of the housing ti	snowle	ngs take place.	Fair Housing
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	ORCHESTER FAIR SHARE	white	9/79	Roberts	436-3264	phone	List	ting of a	available

Name of Group/ Organization	Racial/ Ethnic Identification	Approximate Date of Con- tact or Pro- posed Consact	Person Confacted or to be Confacted	Address and Talephone No.	Metriod of Contact(s)	Indicate the specific function group/organi- zation will undertake in Implementing this plan
DORCHESTER FAIR SHARE	white	9/79	Roberts	436-3264	phone	Listing of available units
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OFC. OF FAIR HOUSING	mixed	7/79	Malley	725-4144	phone	0
ALIANZA HISPANA	hispanic	6/79	Valentin	427-7175	phone	

-	FUTURE MARKETING ACTIVITIES (Rental Units Units) Check the diock(s) that Dest describe future marketing activities to fill vacancies as they
1	occur after the project has been initially occupied.
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Previous Edition is Obsolete



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In October, 1975, the Greater Roxbury Development Corporation was founded as a non-profit community development corporation designed to stabilize the economic base of the community by providing a capital influx and quality housing for the residents of this community.

Our target area, which we call the Greater Roxbury community and we define as our Special Impact Area, encompasses the major portion of Boston's Third World Community: This area includes Roxbury, South End, North Dorchester, and part of Mattapan and Jamaica Plain.

GRDC's direction as an organization is dominated by the needs and responses of the Greater Roxbury Community. The organization elicits its priorities and direction directly from its membership. As an example, we have more than 425 community residents who are members of the organization. An engoing campaign is conducted to increase the membership of community residents. The residents, are in turn responsible for the election of 11 of the 19 members of the Corporation's Board of Directors.

CRDC informs its members of corporate events, and community concerns and issues through the publication and distribution of a quarterly newsletter. Copies of the newsletters are also distributed to public agencies and community organizations operating within the Greater Roxbury Community.

The availability of housing units will be publicized in the quarterly newsletters.

Requests for units will be forwarded to the management agent and included on any available waiting lists.

Agencies which will receive copies of the GRDC newsletter include:

- Lena Park Community Service Agency with a primary service area of N. Dorchester and Mattapan;
- 2. South End Neighborhood Action Program with a primary service area of the South End;
- 3. Roxbury-N. Dorchester A.P.A.C. with a primary service area of N. Dorchester and Roxbury;
- 4. The Dorchester, Mattapan, Franklin Field, South End and Jamaica Plain Little City Halls;
- 5. The Dorchester A.P.A.C; and
- 6. The Southwest Corridor Coalition.

Additional marketing efforts have been identified on Form 935.2

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DESCRIPTION OF DEVELOPMENT TEAM

GRDC has not constructed a full and complete development team given the preliminary status of this proposed project.

Present plans for the structure of the development team are for GRDC to act as the single owner and developer of the project. The expertise of the GRDC staff and Board of Directors will be utlized to allow the corporation to function in this capacity.

Additional members to the development team will be identified when necessary; and they will include:

- 1) a Registered Architect;
- 2) a General Contractor; and
- 3) an Attorney for the Corporation.

Exhibit 16

Previous Participation Certificates



CHAIR MINO

U. S. DERTMENT OF HOUSING AND URBAN DEVELOMENT FEDERAL HOUSING ADMINISTRATION PREVIOUS PARTICIPATION CERTIFICATE

Form Approved

ŀ	Rev. 4			PARTICIPATION CERTI		OIV	70 140 03 WN 1400
	HPD Area or Insuring Of. Proposed Project Name Proposed Mort - gc	ranklin Par	cea Regional ck Developme	Office Loc	ation 2000 Columbus	Project Number Ave, 120–14 Number of Units F	40 Humboldt 50 + 35 unit
	has not been Princip to or	aly, represent that ad an interest in a default or receiv	we are the sole Pr nv FHA insured or ed mortgage relief i	project proposal to be finan merpals in the project (or th rither HUD programs except except as shown below, We a requirement to fde a sundar	at all other Principals have to as shown below, and that righter that any change of the	ided a similar certif io project in which	ficate), that we i we have had
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1	Franklin (*) Develop (*)	kζ	023-35213	GRDC	Owner	No	
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			Employer Identification or
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1 %	Hartford, Conn.	Project Number
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the underspied, request consideration of the above identified project proposal to be financial with a mortgage insured under the "rational flowing his individually and collectively, represent that we are the sole Principals in the project (or that all other Principals have filed a similar certificate), that we renot been Principals or had an interest in any FHA insured or other IIII'D programs except as shown below, and that no project its which we have had interest is, or ever was, in default or received insuring relief except as shown below. We arrive that any change of the Principals listed herein, or additionate, will be reported to FHA and we will inform them of the requirement to file a similar certificate.

Previous Project	FHA or . HUO Mo.	Name of Principal	Type of Ferticipation	Default	Martgaye Relief
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MARNING. Section 1010 of Title 18, U.S.C., "Department of Housing and Firlan Development transactions," provides. "Whoever, for the justified of influencing in any very the action of such Department makes, passes, offers, or publishes any statement, knowing the same to be faire as all be fixed not more than \$5,000 or improved not more than two years, or both."

**ART: For SEFICED ON THE PIZCO OF OOCKET

LOWER ROXBURY DEVELOPMENT CORPORATION

5 VERNON STREET/ ROXBURY, MASSACHUSETTS 02120/445-1061,62

April 26, 1979

To whom it might concern;

I have served as President of Lower Roxbury Development Corporation for 13 years, and during that time we have planned and developed, (1) 132 units of elderly, 1-bedroom, 12-story, steel and concrete and brick; (2) 131 units for small families of 1,2-bedrooms, 6-story, steel, concrete and brick and (3) 120 units of wood, brick and concrete townhouses of 2,3,4-bedrooms to date.

At present we have designation for another 156 units of townhouses which we hope will start in the Fall of 1979 or early Spring 1980.

Signed

Ralph D. Smith President, LRDC

Corporation.

The Greater Roxbury Development Corporation, founded in September, 1975, is a non-profit community development corporation. It is the parent corporation of the Circle Venture Capital Fund, Inc., its wholly-owned subsidiary which was founded in 1971.

The Corporation receives support through grants from the Community Services Administration (CSA) and the Department of Housing and Urban Development (HUD) of the U.S. Government. In addition to the support received from CSA and HUD, GRDC derives income through its planning-consulting component which contracts with private corporations, private institutions, local state and federal government agencies.

GRDC restricts its planning and development activity primarily to the Boston Third World Community. In addition to Roxbury, this area includes parts of the adjoining communities of Jamaica Plain, the South End, North Dorchester and Mattapan.

In brief, the functional areas of GRDC activities include Business Development, Residential and Commercial Land Development, Planning, Employment Development and Community and Public Relations. Through its Business and Land Development Components, GRDC has invested approximately \$3.2 million in business and real estate ventures in the Greater Roxbury Community since 1973.

GRDC's Planning and Land Development Component has taken an active role in the development of the Southwest Corridor project. GRDC has participated in the planning of the Southwest Corridor Project since its inception and continues to be one of the leading local organizations participating in the project.

GRDC has recently contracted with UMTA as part of the Southwest Corridor Joint Development Project. The project involves the Southwest Corridor Coalition and several other Neighborhood Development Organizations (NDO) in the planning of economic development projects for the Southwest Corridor.

Until the full of 1979, the main focus of CRDC's land development activities had been primarily involved in the area of commercial real estate development. In September of 1979, GRDC assumed ownership of 373 residential housing units near Franklin Park. Because of this, and other pending developments, GRDC's land development emphasis has changed to residential real estate. Furthermore, several of GRDC's Board of Directors (including Chairman of the Board, Lawrence R. Smith) have been extensively involved in housing development in Boston.

The Chairman of GRDC's Board of Directors, Lawrence R. Smith is the principal owner and Chief Executive of United Community Development, Inc. (See attached previous participation certificate). United Community Development is a minority-owned, Boston based real estate development firm. The firm has been involved in a number of HUD sponsored projects since it was founded in 1969.

United Community Development (UCD) is directly responsible for the construction of over 1,000 housing units in the past nine years. It has built over 300 units for its own account, and has acted as consultant and package for over 700 more. Most of the construction was inner city rehabilitation work, giving UCD extensive experience in urban housing. In addition to housing, UCD has done much work in the development of medical facilities, and has been responsible for the development and construction of a Comprehensive Community Health Center and two nursing homes. Presently, UCD has over 300 units of both new construction and rehabilitation housing in the planning stages. UCD is often called upon for consulting assignments by various community and government groups, and in the past has worked for OED and HEW on a national scale. It is well recognized for its expertise in its field, and enjoys a quality reputation.

Two particular projects UCD has been involved in closely parallel many features of the proposed Arrow-Hart Development Project. In 1974, UCD undertook the West Newton street restoration project which comprised 136 units on an entire city block in Boston. UCD was the owner of this project, and, as such, had to assemble and privately acquire this block, deal with many local government agencies, a variety of community activist and support groups, and tend to all the other complicated features of this project which finally let to the ultimate successful construction and sale to the Boston Housing Authority. In addition to many of the similarities to the Arrow-Hart development sited above, this project was conventionally financed (by CBT Realty Corp.), and was of a construction type similar to Arrow-Hart.

UCD also has 150 units of inner-city rehabilitation presently under construction which are now 75 percent complete. This particular project is an FHA Section 8 development, and is financed by the Massachusetts Housing Finance Agency.

In addition to Mr. Smith, another GRDC Board member, Ralph D. Smith (President of the Lower Roxbury Development Corporation) has also been extensively involved in housing development (See attachment). Mr Smith has served as President of the Lower Roxbury Development Corporation for 13 years during which the following projects were developed:

- 132 units of elderly housing
- 131 units of apartments
- 120 units of townhouses

LRCC has been designated for an additional 156 units of townhouses which will go into construction in the fall of 1979.

GRDC is currently involved in the following real estate and business development projects:

- The ownership and management of 373 units of low to mederate income housing obtained in a national demonstration HUD property disposition program. These units, consisting of 1-4 bedrooms are located in the Washington Park area of Roxbury.

- The development of 40 units of HUD Section-202 Elderly and Handicapped housing to be located at 541 Shawmut Avenue Rozbury. GRDC has just recently received approval of a fund reservation from HUD for this project in the amount of 1.8 million dollars.
- Development of Church's Fried Chicken Stores which will be owned by GRDC and leased by the local franchise operation. One store is under construction at 1343 Blue Hill Avenue. The next store is due to start construction at 160 Dudley St. by mid November, 1979.
- Microdata Service Inc., a microfiche and micro film processing plant located at 416 Warren St., in Rozbury, started on June 1, 1979. The operation is currently exceeding all sales projection; at this date.
- A six unit housing development located at 95-97 Harrishof Street which is currently under construction.
- GRDC Professional building located at 90 Warren St., which is 11,600 square feet of office space developed an owned by GRDC, and currently has 90% occupancy.
- The New England Telephone Office Building, located at 87 Warren St. in Dudley Station, developed and owned by GRDC and leased to New England Telephone Company for 20 years.

Other GRDC Accomplishments Include:

- Being instrumental in getting a city-appointed commission established to oversee and monitor the revitalization of Blue Hill Avenue, a major artery within our SIA. (GRDC's representative chaired the Blue Hill Avenue Task Force, the body responsible for the establishment of the Commission).
- Stopping the uncontrollable expansion of and land grabbing by Northeastern University further into Greater Roxbury. An agreement to work together, to get community approval, and to have community participation and benefit was negotiated between a coalition of CDCs and Northeastern University.
- Monitoring minority participation in EDA funded public works projects. (The GRDC representative in conjunction with another person, drafted the monitoring procedure to be used by the group of leading area business people and organizations.)
- And monitoring the development of a large hotel/commercial complex within our SIA. GRDC is playing a lead role in identifying and ensuring participation by and benefit to area business people, and, minimizing negative impact, especially in terms of people being pushed out of the area by steeply rising land values, to area residents.



- GRDC has recently contracted with UMTA as a part of the Southwest Corridor Joint Development Project.
The project involves the Southwest Corridor Coalition and several other Neighborhood Development Organizations (NDO) in the planning of economic development project for the Southwest Corridor.

These represent only activities within our primary impact area. We are certain that there are secondary and tertiary impacts that have not been measured that make our efforts even more significant.

PERSONNEL

The following paid Staff Members are currently employed by GRDC:

Executive Director
Deputy Director/Attorney
Director of Planning and Land Development
Director of Proposal and Project Development
Director of Business Development
Public Relation Officer
Director of Employment Development
Financial Officer
Administrative Assistant
Bookkeeper
(2) Business Analysts

- (2) Land Developers
 Planner
- (2) Construction Managers
- (4) Construction Supervisors

Resource Developer
Recruitment Developer
Project Site Developer
Community Relations Liaison

(4) Secretaries
Clerk Typist
Custodian

FUHDING

The total budget for GRDC for fiscal year 1979 is approximately 2 million dollars. Current funding comes from the Office of Economic Development of the Community Services Administration for adminstrative operating expenses, Housing and Urban Development Youth Development Demonstrative Project, Urban Mass Transportation Administration, revenues from various GRDC ventures, and fees for services (planning).

GRDC PROGRAMS

CRDC's specific experience in providing or securing services for low and moderate income residents assumes several postures. First, and foremost is our efforts to infuse capital directly into the community through the establishment of business and land development ventures in the community. Since its inception, GRDC has invested 3.2 million dollars in the Greater Roxbury Community. These funds have resulted in the creation of several ongoing business ventures, two (2) commercial real estate ventures, and three (3) in-progress housing developments. This infusion of capital has resulted in 112 full-time jobs in the community, and 45 part-time construction related jobs in the community.

FRAUKLIN PARK DEVELOPMENT

On Ceptember 28, 1979, GRDC assumed the ownership of 373 residential and 10 commercial units, lecated in the Washington Park area of Roxbury. GRDC has invested \$745,029 for the acquisition and development of these low to moderate income, multi-family units. These units were purchased in a national demonstration HUD property disposition program. Funds were provided through a venture capital grant from the Community Service Administration. The investment represents a 30% acquity injection of the total acquisition and development cost of 2,474,129. The remainder is to be financed through a HUD insured mortgage loan for 40 years at 9.5% interest. The expected yearly cash flow return after acquisition and renovation will be approximately 11% of GRDC's investment in the first year of operation. Ultimatlely GRDC seeks to convert ownership of the properties to tenant organization for cooperative ownership.

- The CVCF Office Building, located at 86 Warren Street, is a two story office building owned by GRDC. The building was developed by CRDC in 1974 at a cost of approximately \$650,000. The property was built suit-to-lease for the New England Telephone Company with GRDC being the owners and the Telephone Company entering into a 20-year lease agreement with GRDC. The development of this property was made possible through a venture capital grant from the Community Service Administration, a first mortgage loan from New England Mutual Life Insurance Co., and a second mortgage loan from Unity Bank. During construction, 18 construction jobs were created and the facility currently employs 22 permanent employees.
- The GRDC Professional Building, located at 90 Warren Street in Rexbury, is a two-story office building purchased and substantially rehabilitated by GRDC. The property contains 6,725 square feet of land and approximately 11,600 square feet of rentable office space. The property was purchased in March of 1978. The property was developed at a total cost of \$229,5000 and now enjoys 90% occupancy. GRDC's return on investment for the first six menths of operation after substantial completion of construction was approximately 11%. The construction of this property was made possible through a venture capital grant from the Community Service Administration, and mortgage loan from the Provident Institution for Savings. The project employed 15 construction workers during construction and currently houses businesses that employ 45 people.

PLABILIG

- ChDC has been awarded \$9,000 by the Urban Mass Transporation Administration to produce plans for joint development of the Dudley Station area by neighborhood organizations based in Roxbury.
- Objection with Otall Associates has completed economic operation of the Impact of Relocating Roxbury Community College in the Journhyest Corridor.
- GM' offered a land use workshop at the Harvard Graduate School of Design's Dept. of City and Regional Planning to develop a 10 year land use plan for GRDC's primary impact area.
- CEDC has co-sponsored a design workshop at the Harvard Graduate School of Design with Den Stull of Stull Associates to study the use of the existing Dudley Terminal once the Orange Line service is relocated.

BUSINESS DEVELORMENT

- CRDC has established a full Micrographic Service Bureau, in its primary impact area. The facility is located at 416 Warren Street. The venture represents a major thrust by GRDC into one of the largest growth-related industries within the United States. Microdata Services, Inc. will employ 7 people initially and by the end of the fourth year will have created employment opportunities for 25 people. It is anticipated that GRDC will generate over 1 million dollars in sales by year 3 of Microdata's operation.
- GRDC in Fabruary of 1978, was awarded a grant for \$800,000 from the Department of Housing and Urban Development to conduct one of 10 National Youth Employment Demonstration Projects. The Greater Roxbury Improvement Program (GRIP), as it has been named by GRDC, is addressing the issues of low-income youth unemployment and unstable economic climate through the renovation of resident and community facilities, and lot development and landscaping in the Greater Roxbury Area. With an administrative and supervisory staff of (12), the program employs (72) young men and women between the ages of 16 and 22. Since its inception of February of 1978, GRIP has:
 - 1. Provided housing rehab and renovation services to (15) job sites in the Greater Roxbury Area.
 - 2. Provided rehab and renovation service to (10) community facilities in the Greater Roxbury area.
 - 3. Provided landscaping (lot development and open space management) service to (16) sites in the Greater Roxbury area.
 - 4. Rehab and upgraded a community solar greenhouse in Jamaica Plain.
 - 5. Interviewed and assessed 281 participants, 63 of which have been placed in full time jobs.
 - 6. Referred 46 participants to other programs to further their skill development.
 - 7. Had 2 participants receive GED certificates from the State of Massachusetts.

CDIP's funding for 1979 was continued and in the upcoming year the program has plans to:

- complete 35 units of housing renovation,
- complete ? sites in community facilities, and
- complete 10 sites in landscaping.

Among the sites are the Museum of Afro-American Artists, Microdala Services. Inc., and Clar residential units located at 95-97 Harrishof Streets.



EXHIBIT #17

Management Plan

GRDC would contract with a management agent to provide management services. At present, no particular management agent has
been selected. GRDC may acquire or create a management company
prior to construction. Should this occur, GRDC would rely on this
company to provide management services, the management company
will be responsible for maintenance and repair of all properties, for collection of rent, for receiving and responding to
tenant grievances, for supplying tenant orientation and for
maintaining records and pertinent information concerning the
tenants.

GRDC is committed to supporting a quality management program. The Residential Land Developer will be assigned the responsibility of supervising the management of the properties.

The management plan and agreement used for the Franklin Park Developmen is attached as a sampling of the type of management services we intend to provide.

ATTACHMENT TO EXHIBIT #17

The following is an attachment to Exhibit 17. It is similar in type to the management plan we would prepare for Franklin Park III. The following is meant merely to be an example of the type of management plan we would propose, not an actual contractural agreement with a management company.

APPENDIX X

Management Plan

Tab: /

- a. GRDC Coordination Plan
- b. Management Plan
- c. Resume's of Management Teamd. Financial Statements
- Management Agreement е.

B. Management Plan

The supervision and responsibility for daily operators are the jurisdiction of State Management, Inc., its President and project manager. As described before, the project manager is responsible for all preventative and ongoing maintenance, supervision and coordination of all daily and long term tasks and goals. These tasks and goals can and will be carried out by various employees and contractors. These areas of concentration can arise out of service calls, normal repair or long term goals determined by State and GRDC in their weekly reviews. Reviews of project status are made formally from the project manager to State's president twice a week or more often if needed. State reviews the project status with GRDC weekly or more often if the situation warrents.

The management agent has the authority to make decisions at the site on the spot. If the decisions are of an emergency basis, a decision will immediately be rendered and relaid to GRDC when the first opportunity exists. If the work or nature of decision is not an emergency and is an expenditure of over two hundred dollars, State will obtain prior approval from GRDC. If the expenditure is under two hundred dollars, no input from GRDC is required.

State's key contact at GRDC are the Residential hand neveloper and the Director for Planning and Land Development who will directly supervise and monitor the management process.

State and GRDC are both responsible for seeing that the social needs of the tenants as a group and individually are met. GRDC members sit on boards of various Greater Roxbury social service agencies and can insure that expert help is available when and where required. The referral system works up through the "chain of command" and also arises out of the building tenant group organizational meetings. Through the "chain of command" problems can arise and be brought to the attention of site workers, (such as child abuse) the project manager (such as common nuisance) and the bookkeeping staff (such as budgetary problems) or raised directly at tenant meetings either in a group or individually.

The tasks of both the sponsor and management agent are clearly defined and yet they purposefully overlap. The reason for this overlap is to insure more than adequate coverage of any one area of management/ownership responsibility. These tasks are spelled out briefly in the management contract. This follows through to the expenses paid from management fees and those paid by the sponser. Rental income flows through the budgetary items which are broken cut monthly and compared with actual to watch trends and catch any potential trouble areas. Rental income is used to pay



all operating costs of the project.

Under its contract, State Management is required to furnish the time and effort of our management principals regularly engaged in the business to perform and discharge the responsibilities and obligations of said contract. These obligations and responsibilities include, but are not limited to, supervision of all repairs, maintenance and operating activities.

State Management is required to pay out of their management fee all materials, office supplies and personnel required in the course of normal operations. This excludes such forms and materials as required by GRDC in the repair, reconditioning, maintenance or improvement of the project.

Personnel Policy:

All hiring is in conformance with Equal Opportunity requirements. The pay scales are in line with those guides supplied to State Management by H.U.D. These rates are set forth by the Secretary of Labor, Wage determination number 69-236, with an additional \$.21 per hour because no medical benefits are supplied. A one-week paid vacation is granted after one year of service, and the following holidays are observed: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day.

State Management currently employs fifty people. The racial composition of the staff is mixed and employment is 82% minority (Black, Hispanic and American Indian). The supervisory staff is composed of one White man and three Black men. The party and crew chiefs are 83% minority.

The line of authority starts with State Management's President who is directly responsible to GRDC for all of State Management's actions. At the corporate, level under the President's supervision is the Project Manager who is responsible for all operations in conjunction with repair and maintenance. Also, under the President's supervision are the legal and accounting operations. Beneath the project managers are Supervisors who have both maintenance and cleaning crews.

When people are hired, they do not necessarily have to have job associated skills, but a willingness to work and learn. They start with the cleaning crew. If they can demonstrate skills or an interest in skills such as can be used on the maintenance crews, they will be promoted to one of those crews. After three months on the job, State meets with the project manager and supervisor and reviews the employees records, if a raise is warranted, it is granted. After this initial review, salary reviews are customarily made every six months unless there is extraordinary performance on the



job (either good or bad). Although there has been much discussion as to fringe benefits either directly paid by the company or on a participation basis, no plan currently exists, nor is one contemplated. For a small business employing fifty persons, the cost is exorbitant.

When an employee has work-related problems he discusses it with his supervisor. If no solution can be reached, both then confer with the project manager and review the situation. If still no solution is forthcoming, they then sit down with the President and a solution will be arrived at. This procedure works in reverse if there is a termination of an employee. An employee will be terminated if he is drinking on the job, is late to work too often and has been warned, or if his job performance is continually poor.

Staff Upgrading

State Management strongly believes in promotion from within. The rewarding of those whose service and efforts have been exemplary creates incentive in their fellow employees. Along these lines, salary increases are granted inaccordance with U.S. Department of Labor Service Contract Acts. However, time-in-grade does not necessarily mean that employees are automatically up for promotion.

State Management would like to supplement on-the-job training and hand-on experience with classroom skills. To this end, certain employees were selected to attend the Ecology Boiler School. In September, the Institute of Real Estate Management is sponsoring a resident-managers course. This course meets each Saturday for several months. The property managers will be attending this course with the fees paid by State Management.

All managers, the president and associated staff meet a minimum of twice weekly to review progress, set goals and priorities, and to monitor the achievement of those previously determined. During these conferences, there is a free exchange of ideas among those present, so that a manager with a specific problem can receive information from someone with experience in that field.

The manager periodically checks prices to find if State Management is obtaining competitive prices, as well as good service.

State Management has instituted the awarding of a cash bonus to the most productive manager each month. The award is based on a weighing of vacancy management, monthly inspections and rent collection percentage.

State Management attempts to hire from within the community, the project and Third World. Because some of these people are

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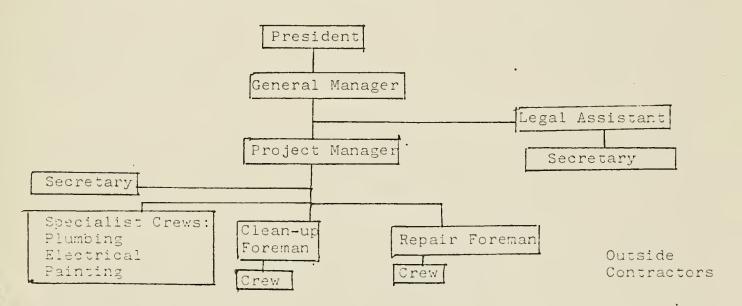
not as experienced as others might be, their potential and aptitude are evaluated as well as previous experience. These employees require more initial supervision and a slightly longer training period, but benefit the community and the projects through the service of employment.

The project manager will be Jerome P. Jackson who has worked for State Management for the last three years and for the last year as a project manager for various projects including some H.U.D. foreclosed units. Jackson has extensive experience in the management, supervision and contractor coordination in conjunction with low and moderate income groups.

As project manager, he has the direct responsibility for supervision of daily tasks as well as coordinating with State's Staff and that of GRDC for long range planning. Daily he checks the cleanliness of halls, outside area and security. He assigns daily tasks based upon work orders, backlog, emergencies and ongoing maintenance as well as sets inspections by himself and State and GRDC individuals. He has direct authority over the office secretary and direct communications with the tenant. He coordinates and supervises all paper work, forms and legal documents with tenants and State's bookkeeping office. Monthly, or more often if required in conjunction with the Bookkeeping personnel, he personally contacts tenants regarding deliquent rents. In essence he is State Management's eyes and ears in the field with appropriate authority.

Organizational Chart

The following organizational chart just shows the elements which are applicable to this package.





At the current time, all units which are in rentable condition are either leased or under lease agreement. However, if a unit would be vacated, as noted before, we would search our extensive waiting list and try to fill the vacant unit from this list. If the list was then exhausted and the unit still vacant, we would then advertise in the Globe. We picked the Globe because of its diverse readership and one of our goals is to have a mixed tenant population both racially and economically.

Affirmative marketing is currently and will be continued to be used to market any vacant units.

Since this project is an existing structure, the change in tenant mix can only be achieved over time as units become vacant. This will be accomplished through affirmative marketing.

At the current time, State does plan to provide an office at the site. State also has an office at 3 Bancroft St. approximately one and an half miles from the sites. The office hours are from 7 AM to 4PM and when periods of heavy tenant contact are required the office stays open later and for a half days on Saturdays. An example of an above normal work load occurs when tenants are being recertified for Section 8. Provisions at the time are also made to visit those tenants who can not make it to the office because of infirmity or age.

Each tenant is required to visit the unit before committing themself to the unit. A tenant and the project manager together review an apartment condition and inspection check-list and agree beforehand on the unit's condition and repairs to be made.

Once the tenant has selected the unit. all necessary forms completed and the unit inspected, then the project manager and tenant reviews what is expected from the tenant in terms of community living and living habits and what the tenant should expect from the management company. This is a pre-printed form which is reviewed and signed and dated. Also as discussed prior, services accessible to the tenant from our company as well as GRDC and the community will be discussed.

The tenant selection is made at the site office and complies with the policy of first come, first served. Selections are made from the waiting list subject to update, review, credit check and in many cases personal visitation to prospective tenant's home. It is proposed that the building tenant council get involved in this process so as to allow as complete a selection process as possible.

The certification has for the most part taken place since these are existing units. Certification will only be necessary as units vacate. This is done at time of lease by the site office secretary under the supervision of the project manager. This method is also used in the annual recertification process. Since we are currently in the process of either certifying or recertifying



some six hundred odd tenants for the third time, we have completed the process some two thousand times and believe we have all the kinks cooked out. Once this revitalization process is complete, it is reviewed by the project manager and turned over to the bookkeeping office where both the general manager and president review to make sure all items are properly completed and that all HUD guidelines, limitations and procedures are correct.

Maintenance:

State Management is responsive toward two types of maintenance: preventive or on-going, and restorative.

The halls are swept and mopped three times a week. The current schedule is Monday, Tuesday and Friday for both front and rear halls, and other common areas. We use dumpsters wherever possible and they are picked up on the appointed days as per the companies' contract with the city. When necessary, we order extra pick-ups. In areas where there is a space limitation, we use trash barrels. All tenants are supplied with ten large trash bags per month.

Extermination is scheduled for one Saturday per month per building. This is done by a project employee with tenant notification three to five days in advance. The basements and boiler rooms are secured. These areas are inspected as well. Yards and halls are inspected daily by the project manager in addition to State's additional inspection the first and third Friday of each month. Any deficiencies noted are scheduled upon inspection for immediate correction. All project supervisory staff members are equipped with Bellboy Beeper Systems as are the plumbers. This enables us to locate key personnel when necessary. All project personnel will be supplied with uniforms allowing easy identification of State's staff.

The reporting of minor maintenance items is usually from three sources: the work areas, tenant calls and inspections. The work is logged in, work orders issued, assigned, inspected and filed. When the repair item is either of a major or restorative nature, GRDC procedures are followed with respect to notification and possible bidding and contract awarding. We ask the tenant to sign the work order so we know it has been completed to the tenant's satisfaction. The materials necessary to make the repairs are written on a Purchase Order by the project supervisor. The necessary materials are then procurred and a copy attached to the pick-up slip. When the vendor bill is received, these copies are matched and paid. If there is not a match, either in items or because of lack of pick-up slip or purchase order, the voucher is held until a determination on the matter can be made.

When an apartment is vacated, it is inspected by the supervisor, cleaned and the lock changed. At that time, the items for repairs are noted and scheduled as normal maintenance work. If major appliances, either at this time or by tenant call, are in need of repair, we send an authorized appliance repair service to handle the complaint. We have internal personnel who are completing training in



appliance repair as well as plumbing and electrical repair.

Most front and rear halls are in need of painting annually. This has been addressed in the property upgrade section and will commence upon project award. It is an item that should be done yearly. We will be abled to complete this because of the addition of summer help which supplements and augments our staff. The summer help are provided first to properties managed and then at large. These youth salaries are funded through ABDC and YES. In general, repair items are scheduled and time allotted for the assigned project employees. They handle items such as cleaning public areas, trash collection, window glazing, plumbing, minor electrical, checking heating plant operations, extermination and painting.

The rental income from the property is the sole property of GRDC, and is deposited in a separate, demand-deposit account. The income is used only for the project and co-mingled with other accounts. All payroll of assigned employees, repair and maintenance suppliers. water and sewer bills, insurance, management fees and appropriate Federal, State and Local taxes is paid from rental income, or vouchered to GRDC.

There is no provision for on-site, after-hours rent collection at this time. Rent is due and payable within the first five days of the month. After that time, the rent is deemed late. This is a hard and fast rule except in cases where State Management and the tenant have a prior arrangement. Such arrangements may arise when a large, lump sum payment might put an undue hardship on a good tenant. These situations usually involve elderly tenants on bi-weekly allotments from an agency, or in case of AFDC or welfare tenants. Rents are usually mailed into the Roxbury office; however, a large percentage are dropped off in person at either the Brookline office or at the site office, and a receipt is given. There are self-addressed envelopes available for tenants who request them. Partial and time payments are allowed, but because some tenants make incomplete partial payments, and fall further behind in rent, we reserve our rights to prosecute for non-payment of rent on all partial rent payments.

In the state of Massachusetts, late charges are deemed punisative and illegal; thus they are never charged. We are constantly in touch with Boston Legal Aid, various sections of the Welfare Department, the Boston Housing Authority, the Department of Community Affairs, and the Housing Court. All these agencies are equipped to handle budget problems with tenants and perspective tenants, and receive numerous referrals from us. These budget problems usually are brought to light when the tenant falls behind in rent payments, and eviction procedures have begun.

When a rent payment is made, it is recorded daily into our tenant master file system, and the project ledger book. At the end of the day, a deposit is tade to the project account. At no time is there ever a co-mingling of checking accounts. All security deposits are also accounts for in this manner by separate project savings accounts. If money is every kept over night, it is kept in State Management's locked, fire-proof, eight-hundred pound safe.



Accounting for rent receipts is done on a daily basis, and consistent with HUD regulations. At the end of the month, all collections and disbursements are summarized and reconciled in triplicate on the HUD forms, These reports are composed within the strict guidelines laid down by the HUD handbook. They act as a summarization of all project expenses, and rent and other income collected. The bills are paid out of a designated project's account at one of the local banks. When a project has a cash deficiency, the necessary funds to pay its expenses are either vouchered or will be held until such time as funds become available. The accounting system is such that it allows monthly monitoring of the projects' financial status.

Certificates or recertificates on both the project and tenant are filed at the site office and in the Brookline office.

All accounting reports are processed such that not later than 10 days after the close of the month the records are available.

The plans for tenant-management-owner selections have been previously addressed. Tenant grievances are handled through the chain of command from the site office to project manager, to president, and eventually to GRDC, if still unresolved. These grievances can be made daily via phone to either the person on duty or the office, if during office hours. Also grievances can be aired at building tenant council meetings. This same procedure is used in the handling of tenant requests.

Tenant orientation to the project has been discussed in the section covering rent-up procedures, as have leasing policies.

The leases to be used have not yet been solidified, but will either be the standard HUD multi-family lease or the Greater Boston Realtor's lease. The leases used comply with all governing rules, regulations and laws and cannot be punitive or restrictive.

State has worked in the past as noted with AFDC, ABCD, YES, HOPE, Hispanic Alliance, Dept of Welfare, Boston Police, Housing Court, Little City Halls, etc, successfully, and will continue to do so in the future.

Tenant support, demonstrated by the accompaning tenant-management survey has been good. It will continue to be augmented by responsive action groups and mangement.

Social services under GRDC will be increased due to the nature of GRDC working with State and the fact that GRDC's board members sit on various local social service agency boards. A quarterly newsletter publishes these facts to tenants.



A. GRDC COORDINATION PLAN

Within the administrative structure of GRDC, the HUD Disposition properties will be under the management of the GRDC Land Development Component. The component's Residential Land Developer will be assigned the responsibility of supervising the management of the properties. The responsibility will include:

- conducting bi-monthly meetings with the management agent around general project planning and specific project concerns;
- 2) conducting monthly meetings with the management agent to project and monitor monthly budgeting for the properties;
- 3) the authorization of special purchases over \$200;
- 4) assisting and monitoring the tenants and the management agent in their efforts to form tenant organizations;
- 5) the preparation of weekly project status reports to be reviewed by the Director of the Planning and Land Development Component;
- 6) the preparation of monthly project status reports to be reviewed by the Land Development Committee of the GRDC Board of Directors; and
- 7) the preparation of quarterly project status reports to be reviewed by the Community Services Administration.

Input into the coordination of the Residential Land Developer's and the Management Agent's activities will be given at regularly scheduled and as-needed meetings with the Director of the Planning and Land Development Component, the Executive Director and the Board of Directors of GRDC.

The Residential Land Developer will spend approximately 20% of his time weekly on the administration of this responsibility.

The Residential Land Developer will interact only with the Management Agent and the General Manager of State Management Inc. For further explanation of organizational coordination of the management company, see the Management Plan.



W. Keith Munsell

Job Experience:

1975 - Present President and Major stockholder in State Management, Inc., a Real Estate Management and Development Company. Area of specializations are inner city properties, foreclosed properties and turn around situations. Employ forty full time staff. Volume of business approximately \$500,000 per annum.

1974 - 1975 MediCo Associates, Inc., Brighton, MA. -- Employed as a Financial Officer responsible for short and long term financing for health care facilities in the Northeast. Lenders included commercial and savings banks, and insurance companies.

1.8.M. Corporation Waltham, MA. -- Employed as a Marketing Representative responsible for \$500,000 of annual revenue. Clients in all aspects of business spectrum with annual sales from \$1 to \$20 million. Area of market concentration includes construction and real estate. Last year, achieved 164% of quota and noted for outstanding performance by I.B.M.'s President.

Present (part time) Quazic Enterprises, Brookline, MA. -- Principal and Director of real estate management firm with 3 other gentlemen. Manage apartments and parking lot. Boston area.

1973 (part time) Fox & Schiano Real Estate, Manomet, MA. -- Employed as a part-time Broker in Residential Sales on weekends, during summer months.

Education:

1960 - 1971 Boston University, Boston, MA. -Received M.B.A. in May, 1971. Concentrations were in Finance
and Marketing; Executive Council; V.P. Internal Affairs; Investment Club; High Honors. Education financed through summer
work, research assistantships and scholarship.

1965 - 1969 Rutgers University, New Brunswick, N.J. -- Received BSCE in June, 1969. Majored in Civil Engineering, minored in Economics; Army R.O.T.C.; Varsity Lightweight Crew. Education financed through summer work and part-time work.

Military:

U.S. Army Reserve -- Commissioned as a Second-Lieutenant in Army Corps. of Engineers. Served active duty as First Lieutenant. Current status is Captain in Reserves.

Other Interests:

Brought up in New York City. Father deceased. Attended private schools on scholarship, graduating from Horace Mann High School in 1965. Active in school athletics and newspaper. Awarded Distinguished Service to school. Member of I.R.E.M.; CPM candidate; member of Newton YMCA; member of Cambridge Boat Club; Listed in Whots Who in Finance, 1978 edition; part-time faculty/lecturer at Boston University.



Douglas Munsell Personal Background

History of Employment:

3/76 - Current	General Manager of State Management, Inc. Real Estate company which specializes in management of urban property in Boston. Manages for Banks, the Department of Housing & Urban Development (HUD), and several private investors. Specific duties and areas of responsibility include: payroll, disbursements, collections, monthly statements to HUD and Banks, tax filings, bookkeeping.
1/75 - 3/76	Editor-in-Chief of Papers, Inc. Literary Magazine located in Framingham, MA. publishing young authors, artists and cartoonists. State-wide distribution. Specific duties and areas of responsibility included organizing and maintaining printing and distribution of schedules, final selection of all magazine content, payroll, assigning payments for art and articles.
. 7/73 - 12/74	Audio/Visual Technician for Syracuse University. Specific duties included: inspection and main- tenance repairs of audio and visual equipment owned and operated by Syracuse University.
10/71 - 12/74	President of Turquin Enterprises. Musical referral and booking agency for artists and clubs in the Syracuse, New York area. Established new contacts for business with nightclubs and musical groups. Managed several groups under exclusive contract.
Education:	
9/69 - 6/73	Syracuse University, Syracuse, New York. Graduated with a dual degree from the School of Liberal Arts, and the School of Public Communications. Majors in English Composition and Advertising.
9/65 - 6/69	Horace Mann High, School, Bronx, New York. Liberal Arts Education.
c,455 - 6/65	St. Lukes Grammar School. Attended Nursery through Eighth Grade.



Jerome P. Jackson Personal History Born August 26, 1941

Employment:

10/78 - Current	Property Manager for State Management Inc. Real Estate Company in Boston, Mass. Responsibilities include: Organization of maintenance office in Roxbury; managing 95 residential units owned by HUD; supervising an eight-man crew of maintenance workers and repair persons; record-keeping of all State Management Inc. maintenance people with regard to time-cards, accident forms, hiring/severence records, purchase order files.
3/76 - 10/78	Maintenance Man for State Management Inc. Real Estate Company in Boston, Mass. Maintenance and repair of five buildings'in Mattapan and Dorchester.
1/71 - 3/76	Production Foreman for North America Meat Packing. Oversee packaging crewresponsible for production schedules being met and quality of labor.
3/67 - 1/71	Baker for Dorthy Muriel. Baking pastries and candy items.
1/65 - 3/67	Locksmith for Charles Benton Locksmiths.
6/61 - 1/65	Heavyweight Boxer
Education:	
1976	Newbury Junior College
1960 - 1961	Moorehead College
1954 - 1958	Ringe Technical High School
1947 - 1954	St. Peter Clavers Grammar School



Charles S. Wilson Personal Resume Born 10/27/34

Work Experience:

1/79 - Current	Project Manager for State Management Inc. Real Eatate in urban Roston. Responsible for management of Parkdale Apts. and Windsor/Lexington Apts.—two HUD owned projects comprised of 138 units. Supervise a 12-man crew of repair and maintenance people.
6/76 - 1/79	Repairman for State Management Inc Real Estate in urban Boston. Repsonsible for repair work at Jamaics Plain Apts. Chief repairman on crew.
3/71 - 6/76	Porter in Mattapan Hospital. Helped transport elderly and invalids. Also aided in personal care.
12/60 - 3/71	Owner of General Store servicing local community.
6/55 - 12/60	Meat Packer for Lampert & Hyman Bros.

Military Service:

(153	- 6/55		
0/01	- 0/33	Hall a	Armv

Education:

1949 - 1953	Parker High School,	Birmingham, Alabama
1941 - 1949	Lincoln Grammar, Bi	rmingham, Alabama



John D. Smith Personal Background

History	of	Employment:	
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3/77 - Current	Project Manager for State Management Inc. Real Estate company managing urban property in Boston, Mass. Responsible for all repair and maintenance work for one Project under contract with the Department of Housing and Urban Development. Directs a crew of seven men, acting as liason to the management. In charge of ordering and scheduling paint for various projects under HUD.
5/63 - 3/77	Michigan Consolidated Gas Co., Marketing Research in Michigan. Consultant in Heat and Energy conservation. Business representative.
8/55 - 5/63	Cambridge Gas Co. Research Department Heat efficiency expert and business consultant.
5/47 - 6/55	Served in the United States Navv
Education:	
1945 - 1947	Attended Michigan State University, studying Geology
1941 - 1945	Graduated York High School in Jamestown, Tenn.
1933 - 1941	Graduated Allardt Elementary School in Allardt, Tenn



Horace Warner Personal Background

History	of	Employme	nt:
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nistory of Employment.	
12/75 - Current	Project Manager for State Management Inc. Real Estate company specializing in Urban Boston. Oversees repair, maintenance and scheduling for three Projects under contract with the Department of Housing and Urban Development. Supervises a work crew of seven men whom he directs, and for whom he acts as management liason.
10/72 - 11/75	Maintenance and Repair-Man for Greater Boston Management Real Estate company managing Boston properties. Did repair, maintenance and clean-up for one Project under contract with the Department of Housing and Urban Development.
8/65 - 9/72	Truck Driver for Rvan Barrel Co. in Peabody, Mass. Delivering barrels by truck to scheduled drop points.
12/63 - 7/65	New England Farms Packing Co. Freight Loader in Arlington, Mass. Packing, and loading box cars for shipment.
Education:	•
1959 - 1963	Graduated Boys' High School in Roxbury, Mass.
1951 1959	Graduated Dwight Grammar School in Roxbury, Mass.



STATE MANAGEMENT, INC.

FINANCIAL STATEMENTS

JANUARY 31, 1979



ZOLL, HYMAN & CO.

GERTIFIED PUBLIC ACCOUNTANTS

THIRTEEN HUNDRED BOYLSTON STREET

CHESTNUT HILL, MASSACHUSETTS 02167

L HYMAN, GPA D ZOLL, GPA AREA COOK 617

State Management, Inc. 1238 Boylston Street Chestnut Hill, Massachusetts 02167

Gentlemen:

We have prepared from the books and records of State Management, Inc. for the years ended January 31, 1979 and 1978 the following:

Exhibit A: Balance Sheet at January 31, 1979 and 1978

Exhibit B: Statement of Income and Retained Earnings

for the Years ended January 31, 1979 and

1978

Exhibit C: Statement of Changes in Cash Position for

the Years ended January 31, 1979 and 1978

Notes to Financial Statements

The accompanying balance sheet of State Management, Inc. as of January 31, 1979 and 1978 and the related statements of income and retained earnings and changes in cash position for the years then ended were prepared on the cash basis of accounting for management purposes and were not audited by us; accordingly, we do not express an opinion on them.

Zeel, Hyman & Co.

March 1, 1979

BALANCE SHEET AT JANUARY 31, 1979 AND 1978

(Cash Basis - Unaudited)

TS

CURRENT ASSETS:	1979	1978
Cash . Loans Receivable (Note 2) Prepaid Expenses Total Current Assets	\$ 2,790 12,550 2,079 17,419	\$ 8,257 2,949 11,206
PROPERTY AND EQUIPMENT: (Note 1)		
Equipment Motor Vehicles	\$ 6,859 8,582 15,441	\$ 3,427 4,100 7,527
Less - Accumulated Depreciation	2,768	2,246 5,281
OTHER ASSETS:		
Organization Expense	70	140
	\$ 30,162	\$ 16,627
LIABILITIES AND STOCKHOLDERS' EQUI	TY	
LIABILITIES AND STOCKHOLDERS' EQUI	<u>TY</u>	
	\$ 1,100 4,000 5,100	\$ 7,902 1,685 9,587
CURRENT LIABILITIES: Current Portion of Long-Term Debt (Note 3) Payroll Taxes Payable Notes Payable	\$ 1,100	7,902 1,685
Current Portion of Long-Term Debt (Note 3) Payroll Taxes Payable Notes Payable Total Current Liabilities	\$ 1,100 	7,902 1,685
CURRENT LIABILITIES: Current Portion of Long-Term Debt (Note 3) Payroll Taxes Payable Notes Payable Total Current Liabilities LONG-TERM DEBT (Note 3) STOCKHOLDERS' EQUITY: Capital Stock - \$.01 Par Value	\$ 1,100 4,000 5,100 5,450	7,902 1,685
CURRENT LIABILITIES: Current Portion of Long-Term Debt (Note 3) Payroll Taxes Payable Notes Payable Total Current Liabilities LONG-TERM DEBT (Note 3) STOCKHOLDERS' EQUITY:	\$ 1,100 4,000 5,100 5,450	7,902 1,685 9,587

The accompanying notes are an integral part of these financial statement

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STATE MANAGEMENT, INC.

Exhibit B

STATEMENT OF INCOME AND RETAINED EARNINGS

FOR THE YEARS ENDED JANUARY 31, 1979 AND 1978

(Cash Basis - Unaudited)

	1979	<u>1978</u>
INCOME	\$ 594,290	\$ 413,41
OPERATING EXPENSES:	·	
Advertising Amortization of Organization Expense Bad Debts Depreciation - Equipment Depreciation - Motor Vehicle Heat and Light Insurance Interest Miscellaneous Expense Office Rent Office Supplies Professional Fees Repairs Salaries - Officer Salaries - Other Taxes - Payroll Taxes - Other Telephone Travel and Auto	553 70 307 425 2,117 139 1,946 941 3,852 2,750 3,181 553 907 29,550 481,363 47,045 1,034 2,973 2,012	18 1,21 3,05 4,7 2,49 1,30 2,68 50 1,20 26,06 338,50 27,11 33 2,84 1,55
	581,718	410.01
HET INCOME	12,572	3,399
RETAINED EARNINGS, Beginning	4,415	1,016
RETAINED EARNINGS, Ending	\$ 16,987	\$ 4 415

The accompanying notes are an integral part of these financial statemer

STATE MANAGEMENT, INC.

<u>E</u>xhibit C

STATEMENT OF CHANGES IN CASH POSITION

FOR THE YEARS ENDED JANUARY 31, 1979 AND 1978

(Cash Basis - Unaudited)

	1979	<u>1978</u>
FUNDS WERE PROVIDED FROM:		
Net Income Add Back Items Not Affecting Cash: Depreciation and Amortization Gain on Sale of Motor Vehicle Bad Debts	\$ 12,572 2,612 (130) 307	\$ 3,399 1,469
Funds Provided from Operations	15,361	4,868
Proceeds from Sale of Motor Vehicle Increase in Employees' Taxes Withheld Increase in Current Portion of Long-Term Debt Increase in Notes Payable Increase in Long-Term Debt Total Funds Provided FUNDS WERE USED FOR:	1,500 1,100 2,315 5,450 25,726	7,902 1,272 14,042
Increase in Prepaid Expenses Increase in Loans Receivable Additions to Property and Equipment Decrease in Payroll Taxes Payable	2,079 9,601 11,611 7,902	1,635 3,880
Total Funds Used	31,193	5,515
NET INCREASE (DECREASE) IN CASH	(5,467)	8,527
Cash, Beginning (Overdraft)	8,257	(
CASH, Ending	\$ 2,790	\$ 8,257

The accompanying notes are an integral part of these financial statements

STATE MANAGEMENT, INC.

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED JANUARY 31, 1979 AND 1978

(Cash Basis - Unaudited)

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Property and Equipment

Property and equipment are carried at cost. Expenditures for maintenance and repairs are charged against income while major additions and improvements are capitalized. The company generally provides for depreciation of property and equipment by the straight-line method over the estimated lives of the assets.

Federal Income Tax

This corporation has elected under Subchapter S of the Internal Revenue Code to be treated as a "small business corporation" and is, therefore, not subject to federal tax on its income.

Accounting Method

These statements have been prepared on the cash basis; accordingly, income and expenses are only reflected when received and paid and the balance sheet does not reflect the financial position of the company.

(2) LOANS RECEIVABLE

Included in loans receivable at January 31, 1979 is approximately \$3,000 which may not be collectible.

(3)	LONG-TERM DEBT		1979		1978
	Note secured by equipment, payable in monthly installments of \$113 until 1984, including interest at approximately 18%	\$	6,550	\$	•
	Less - Current Maturities		1,100		
	Long-Term Debt	Ś	5 450	Ś	



MANUACE ELL ACREENENT

(The Owner)

and State Management, Inc. (the Agent).

- 1. Appointment and Acceptance. The Owner appoints the Agent as exclusive agent for the management of the property described in Section 2 of this Agreement, and the Agent accepts the appointment subject to the terms and conditions set forth in the Agreement.
- 2. <u>Description of Project</u>. The property to be managed by the Agent under this Agreement (the Project) is a housing development which make up Project No.

 The project in Furth described as follows:

NAME: Property Disposition Package # 4

MAKATION: Roxbooy, Manuacharatha 02119

NO. OF DWELLING UNITE: 136

OPTIONAL:

- 3. Requirements of the United States Department of Housing and Unban bere formers (hereinafter known as HUD). The project is subsidized by HUD under Section (9) (4) of the National Housing Act. In performing its duties under this Management Agreement, the Agent will comply with all pertinent requirements of these contracts and the directives of HUD. In the event of any instruction from the Owner which is in contraction of such requirements, the latter will prevail.
- 4. Marketing: The Agent will earry out marketing in accordance with the CRDC approved Residuent Selection and Affirmative Marketing Plan.
- 5. Rentals. The Agent will offer for rent and will rent the dwelling units. Incident thereto, the following provisions will apply:
 - a. The Agent will make preparations for initial rent-up at least three(3) months prior to accupancy.
 - The Agent will follow the Resident Selection and Affirmative Marketing Plan
 which has been approved by GRDC.
 - c. The Agent will show the premises to premises to prospective tenunts.
 - d. The Agent will take and process applications for rentals; GRDC approval of of individual applications—is required prior to any notice to applicants. If an application is rejected, the applicant will be given the reason for rejection in writint; and the rejected application, with the reason for rejection noted there—will be kept on file for one (1) year. A current list of prospective tenants will be maintained.



- e. The Agent will prepare all dwelling leases and will execute the same in its name, identifying itself thereon as Agent for the Owner. (Dwelling leases will be in a form approved by the Owner and GRDC, but individual dwelling leases need not be submitted for the approval of the Owner or GRDC).
- The Owner will furnish the Agent with the HUD approved rent schedule and any other charges for facilities and services. In no event will such rents and other charges be exceeded. Eligibility for dwelling rents which are less than market rents, as well as the amounts of such lesser rents, will be determined in accordance with HUD and QUC regulations.
- g. The Agent will counsel all prospective tenants regarding eligibility—for dwelling rent. which are less than market rents, and it will prepare and verify eligibility certifications in accordance with NUD regulation...
- h. The Agent will keep the book, and accounts of the operation of the mortgaged property in accordance with the requirements of GRDC.
- i. The Agent will maintain a current list of acceptable prospective tenants in accordance with provinions of the CHOC approved Resident Selection and Affirmative Marketing Plan and it will handle all arrangements necessary to assure full occupancy.
- 6. Caltection of Rent and Other Receipts. The Agent will collect and deposit rents in accordance with the Terms of each tenant's Tease. All Tunds collected by the Agent shall be deposited by the Agent promptly in a bank account of the Agent in an institution whose deposits are insured by an Agency of the United States of America; this account shall be used exclusively by the Agent for funds of this project and be known as the Rental Agency Account and titled: CRDC Renal Agency Account.
- 7. Enforcement of Transer. The Agent will secure full compliance of each tensus with the terms of his lease. Voluntary compliance will be emphasized, and the Agent, unilizing a Social Services Directory when such is available, will counsel tenants and make referrals to community agencies in cases of financial hardship or other circumstances deemed appropriate by the Agent, to the end that involuntary termination of tenancies, may be avoided to the maximum extent consistent with sound management of the Project. Nevertheless, the Agent will lawfully terminate any tenancy when, in the Agent's judgment, sufficient cause (including, but not limited to, nonpayment of rent) for such termination occurs under the terms of the tenant's lease. For this purpose, the Agent is authorized to consult with legal coursel of its choice to bring actions for evictions, and to execute notices to vacace and judicial pleasings incident to such actions. Attorney's fees and other necessary costs incorred in connection with such actions will be paid out



of the Rental Agency Account as project expenses. Notwithstanding anything herein to the contrary, the Agent shall have the power to terminate and accept termination of tenancies; settle, compromise, and release claims against tenants; reinstate leases; give consents provided for in leases; and take all required action to eviet tenants.

- 8. <u>Maintenance and Repair</u>. The Agent will cause the Project to be maintained and repaired, in accordance with state and local codes, in a condition at all times accepted to the Owner, CRDC, including but not limited to cleaning, painting, decorating, planning, carpentry, grounds care, and such other maintenance and repair work as may be necessary. Incident thereto, the following provisions will apply:
 - a. Special attention will be given to preventive maintenance.
 - to. The Agent will contract with qualified independent contractors for exercised nary repairs beyond the capability of regular maintenance employees.
 - c. The Agent is authorized to purchase all materials, equipment, tools, applicates, supplies, and services necessary to proper maintenance and repair.
- d. Notwithstanding any of the foregoing provisions, the prior approval of the Owner will be required for expenditure which exceeds \$200.00. in any case instance, for labor, materials, or otherwise in connection with the maintenance and repair of the Project; except for recurring expenses within the limits of the operating budget or for emergency repairs involving manifest danger to persons or property or required to avoid suspension of any necessary service to the Project. In the latter event, the Agent will inform the Owner of the facts as promptly as pessible.
 - e. The Agent shall take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises, placed thereon by any federal, state, county, or municipal authority having jurisdiction thereover, as well as authorities of the Board of Fire Underwriters or other similar bodies, the Agent is nonetheless, subject to the same limitation contained in Paragraph (d) of this section in connection with the making of repairs and alterations. The Agent shall not take any action under this Paragraph (e) so long as the Owner is contesting, or has affirmed its intention to contest, only such order of requirement.
- 9. <u>Utilities and Services.</u> The Agent will make arrangements for water, electrosity, pass fuel, oil, away and that disposal, vermin extermination, decorating, and bondry facilities. Agent will make such contracts as may be necessary to secure utilities and services.



- 10. Employees. The number, qualifications, and duties of personnel to be employed in the management of the Project, including an on-site Property Manager, a Resident Superintendent, or other maintenance, bookkeeping, management, and clerical employees, will be determined by the Owner, CRDC, and the Agent. All such employees will be deemed employees of the Agent, not the Owner (unless they are the same), and will be hired, paid, supervices, and discharged by the Agent, subject to the following conditions.
 - a. The compensation (including payroll taxes and fringe benefits) of all employees will be within the Agent's sole discretion, provided that minimum wage standards are met.
 - b. The Owner will reimborse the Agent for compensation (including fringe benefits) payable to all full time on-site personnel and for all local, state, and federal taxes and rescention to (including but not limited to Social Security taxes, unemployment insurance, and workmen's compensation insurance) incident to the employment of such personnel. Such reimbursement will be paid out of the Rental Agency Account and will be treated as a Project expensis. Part-time maintenance employee compensation properly attributable to the development shall be paid out of the Rental Agency Account. The rental value of any dwelling unit furnished rent-free to any resident employees will be considered a part of this compensation and rental income to the Project and will hence, also be treated as a Project expense.
 - c. Compensation (including fringe benefits) payable to the Agent's Supervisory
 Property Manager and all centralized off-site managerial, bookkeeping, and
 clerical personnel, as well as all local, state, and federal taxes and
 assessments incident to the employment of such personnel will be borne solely
 by the Agent and not paid out of the Owner's funds or treated as a Project
 expense.
 - d. The Agent will establish and follow an employment policy which affords residents of the Project maximum opportunities for employment in the management and operations of the Project and, to the extent consistent with that consideration, afford employment opportunities to lower income persons in the Project area. While personnel will be employed on the basis of ability, the Agent will make a conscientious effort to hire qualified or qualifiable Project residents and members of minority groups and to provide special assistance and training when necessary to maximize their potential for successful employment.



11. Disbursements From Rental Agency Account.

- a. From the funds collected and deposited by the Agent in the Rental Agency Account, pursuant to Section (6) above, the Agent will make the following disbursements promptly when payable:
 - (1) Reimbursement to the Agent for compensation payable to the employees, specified in Section (10) above, and for the taxes and assessments payable to Local, State, and Federal Governments in connection with the employment of such personnel.

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- (2) The single aggregate payment required to be made monthly by the Owner to the Mortgagee, including the amounts due under the mortgage for principal amortization, interest, mortgage insurance premium, ground rents, taxes and assessments, fire and other hazards, and insurance premiums.
- (3) All sums otherwise due and payable by the Owner as expenses of the Project, authorized to be incurred by the Agent under the terms of this Agreement, including compensation payable to the Agent, pursuant to Section (20) below, for its service hereunder.
- b. Except for the disbursements mentioned in Section (11a 1-3) above, funds will be disbursed or transferred from the Rental Agency Account only as the Owner may from time to time direct in writing.
- c. In the event that the balance in the Rental Agency Account is at any time insufficient to pay disbursements due, the Agent will within five (5) days inform the Owner of that fact, and the Owner will then remit to the Agent sufficient funds to cover the deficiency. In no event will the Agent be required to use its funds to pay such disbursements.



- 12. Budgets. Annual operating budgets for the Project will exist, an approved by the Owner. Annual disbursements for each type of operating expense itemized in the budget will not exceed the annual amount authorized by the approved budget. In addition to preparation and submission of a recommended operating budget for the initial fiscal year, the Agent will prepare a recommended operating budget for each subsequent fiscal year and will submit the same to the Owner at least sixty (60) days before the beginning of each new fiscal year. The owner will promptly inform the Agent and GRDC of changes, if any, incorporated in the approved budget, and the Agent will keep the Owner informed of any anticipated deviation from the receipts or disbursements stated in the approved budget. The Agent will also inform GRDC in writing of any anticipated operating deficit.
- 13. Records and Reports. In addition to any other requirements specified in this Agreement, the Agent will have the following responsibilities with respect to records and reports:
 - a. The Agency will establish and maintain a comprchensive system of records, books and accounts in a manner conforming to any directives of HUD and/or GRDC and otherwise satisfactory to GRDC. All records, books and accounts will be subject to examination at reasonable hours by authorized representatives of the Owner.
 - b. Within ninety (90) days following the end of each fiscal year of the project, the Agency shall be furnished with a complete annual financial report for the Project based upon an examination of the books and records of the Owner and containing a detailed, itemized statement of all income and expenditures. This report shall be prepared and certified by a Certified Public Accountant in accordance with the requirements of the Owner, GRDC, and in conformity with generally accepted accounting principles applied on a consistent basis; the report shall be further certified by a duly authorized agent of the Owner. The contact of preparing this report will be paid out of the Rental Agency Account as an expense of the Project.



- c. At the request of the Owner, GRDC the Agent shall furnish quarterly occupancy reports and shall give specific answers to questions relative to the ownership and operation of the Project upon which information is reasonably desired from time to time.
- d. By the tenths (10) day of each month, the Agent will furnish the Owner with an itemized list of all rental accounts.
- e. By the tenth (10) day of each month, the Agent will furnish the Owner with a statement of receipts and distursements for the previous month, and with a schedule of accounts receivable and payable and reconciled bank statements for the Rental Agency Account and Deposit Account as of the end of the previous month.
- f. If, after the Project reaches sustaining (95%) occupancy, the total revenue of rental collections plus HUD subsidy fall below operating expenses for a sustained period of sixty (60) days, the Agent will immediately notify the Owners.
- g. Except as otherwise provided in the Agreement, all book-keeping, clerical, and other management overhead expenses (including, but not limited to, costs of office supplies and equipment, data processing services, postage, transportation for managerial personnel, will be borne by the Agent out of his own funds and will not be treated as Project expenses.
- 14. Bids, Discounts, Rebates, Etc. The Agent will obtain by contracts, materials, supplies, utilities, and services on the most advantageous terms to the Project. It is required to solicit bids in writing for all costs greater than \$1,000.00 for those items that can be obtained, from more than one source. The Agent will secure and credit to the Owner, and not receive or retain for itslef, all discounts, rebates, or commissions obtainable with respect to purchases, service contracts, and all other transactions regarding the Project.

- 15. <u>Social Service Program</u>. The Agent will be responsible to the Owner for carrying out a social services program acceptable to GRDC.
- 10. Fidelity Bond. The Agent will be responsible for providing a fidelity bond which will cover all employees who will be handling or associated with the management of the Project.
- 17. Insurance. The Agent shall advise the Owner of insurance to be carried with respect to the Project and its operations; and the Agent, when authorized by the Owner in writing, may cause such insurance to be placed and kept in effect at all times. The Agent will pay premiums out of the Agency Account, and premiums will be treated as operating expenses. All insurance will be placed with such companies, on such conditions, in such amounts, and with such beneficial interests appearing thereon as shall be acceptable to the Owner; and shall be otherwise in conformance with the mortgage documents. The Agent will investigate and furnish the Owner with full reports as to all accidents, claims for · damage, and potential claims relating to the Project, and will cooperate with the Owner's insurers in connection therewith. The insurance contemplated horeunder will be a complete program of insurance protection relating to the ownership and operation of the Project, protecting the Owner and the Agent against all normally insurable risks related to the Project, including, without limitation, the following coverage as obtainable in a Massachusetts Owners policy:
 - (i) Comprehensive general liability on a per occurrence basis for premises, operations, and elevator exposure including bodily injury liability, property damage liability and personal liability.
 - (ii) Fire, lightning, and extended coverage, including vandalism and malicious mischief. Extended coverage is construed to include damage by windstorm, hail, explosion, riot, riot attending a strike, civil comotion, aircraft, vehicles and smoke.
 - (111) Loss of rents from insured perils.
 - (Iv) Workmen's compensation and employers' liability.
 - . (v) Boiler explosion and breakage.

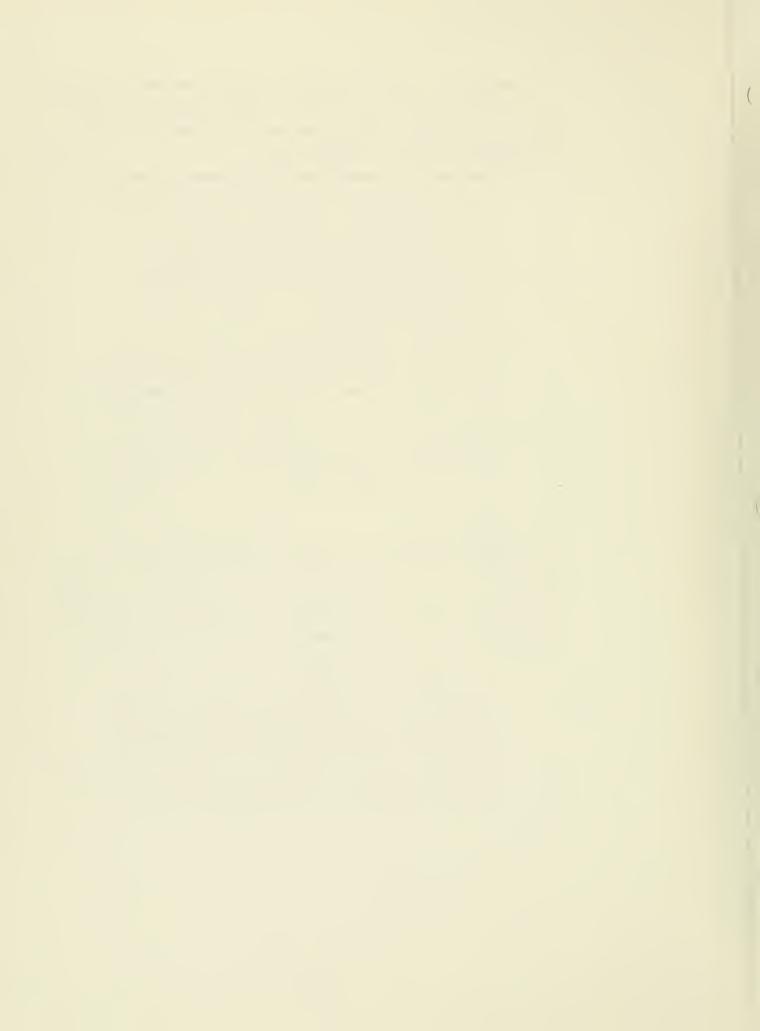


The following extensions of coverages and optional perils may be added to such program subject to the Owner's prior approval:

- (i) Liability extensions such as wrongful entry, wrongful invasion, invasion of provacy, or personal injury (slander).
- (ii) Property damage extensions such as replacement cost coverage, glass breakage, falling objects, water damage, collapse of building, weight of snow, ice or sleet, or earthquake.
- action as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Project, whether imposed by the Federal, State, County, or Municipal authority, subject, however, to the limitation stated in Section (8e) with respect to repairs. The Agent shall, however, take no such action so long as the Owner is contesting, or has affirmed its intention to contest, any such order or requirement. The Agent will notify the Owner, in writing, of all notices of such governmental orders or other requirements within sevenly-two (72) hours of the time of their receipt.
- 19. Non-Discrimination. In the performance of its obligations under this Agreement, the Agent will comply with the provisions of any Federal, State, or Local law prohibiting discrimination in housing on the grounds of race, color, creed, or naitonal origin, including Title VI of the Civil Richts Acts of 1964 (Public Law 88-352, 78 Stat. 241); all requirements imposed by or pursuant to the Regulations of HUD (24 CFR, Subtitle A, Part I) issued pursuant to that Title; regulations issued pursuant to Executive Order 11063; and Title VIII of the 1968 Civil Rights Act.
- 20. Agents Compensation. The compensation which the Agent shall be entitled to receive for management services performed under this agreement shall be a fee in the amount equivalent to an amount of per annum. Such fee shall be paid by the Owner to the Agent monthly, not later than the fifteenth (15) day of each month, unless otherwise agreed by the parties hereto.



- 21. Indemnity. The Agent shall not be liable to the Owner for any loss or damage not caused by the Agent's own negligence or failure to comply with its obligations hereunder. The Owner will indemnify the Agent against and hold the Agent harmless from:
 - a. Any liability, damages, costs and expenses (including reasonable attorneys' fees) sustained or incurred for injury to any person or proerty in, about, and in connection with the buildings, from any cause whatsoever, unless such injury shall be caused by the Agent's own negligence or failure to comply with its obligations hereunder.
 - b. Any liability, damages, penalties, costs and expenses, statutory or otherwise, for all acts properly performed by the Agent pursuant to the instructions of the Owner; provided, in each of the foregoing instances, that the Agent promptly advises the Owner of its receipt of information concerning any such injury and the amount of any such liability, damages, penalties, costs and expenses.
 - 22. Terms of Agreement. This Agreement shall be in force on an annual basis beginning the first (1st) day of <u>Notebor</u>. This Agreement shall continue thereafter until either the Owner or the Agent terminates it, effective the last day of any month, by written notice to the other party ninety (90) days prior to said date, subject, however, to the following conditions:
 - a. In the event that a petition in bankruptcy is filed by or against either of the Principal Parties, or in the event that either makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the other party may terminate this Agreement, provided that prompt written notice of such termination is given.



- b. Upon termination, the Agent will submit to the Owner any financial statements requested by the Owner. After the owner and the Agent have accounted to each other, with respect to all matters outstanding, as of the date of termination, the Owner will furnish the Agent security, in form and principal amount satisfactory to Owner and Agent, against any obligations or liabilities which the Agent may properly have incurred on behalf of the Owner hereunder.
- 23. Interprative Provision. This agreement constitutes the entire Agreement between the Owner and the Agent with respect to the management and operation of the Project, and no change will be valid unless made by supplemental vritten agreement, executed and approved in the same manner as this Agreement.

IN WITHERS WHEREOF, the principal parties have, by their doly nuthorized officers, executed this Agreement on the date first above written.

OWNER:

By: Brookh Will

Title: Vice-Pres. dent

AGENT:

Bv:

itle:



EXHIBIT #18

Description of Proposed Occupancy

The Greater Roxbury Development Corporation anticipates that the proposed 85 units of housing in these developments will serve primarily a mixed income population, with up to fifty percent of the units accessible to those in the low to moderate income category.

The location and housing types in these proposed developments are best suited to those individuals who are interested in utilizing community resources. GRDC intends to obtain a tenant population from its special impact area (SIA) and the surrounding metropolitan Boston area. GRDC intends to initiate a marketing strategy which will inlist the advice and resources of local agencies serving area residents to insure a properly targeted and homogeneous tenant profile.

GRDC is requesting Section 8 rental assistance for 50% of the 85 units. Marketing efforts for Section 8 units will strive to maintain a balance of 30% very low income (below 50% of the area median income) residents to permit sound fiscal management. 50% of the units will be targeted for median to higher income tenants. This will provide housing in the special impact are for residents who can afford market rents.

GRDC will develop an affirmative fair marketing plan designee to achieve a (balanced) racial and ethnic character among project residents respective of the Roxbury and Dorchester neighborhoods surrounding the location of the projects.

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EXHIBIT #19

Proposed Method of Financing

The Greater Roxbury Development Corporation proposes to utilize its investment funds from the Community Services Administration and HUD-FHA mortgage insurance for the financing of these developments. The equity-debt ratio of financing will be determined as that which is the most economically feasible to the long-term stability of these developments.

Funds for the downpayment and any additional equity will be obtained from GRDC's major funding source, the Community Services Administration at a more appropriate date.

	reset to

EXHIBIT 20

Application-Project Mortgage Insurance



U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOUSING-FEDERAL HOUSING COMMISSIONER

(.	No applica	tion will	APPL be considere											xhibits (24 CFR	207.1))
(No application will be considered unless it is complete and is accompanied by the required exhibits (24 CFR 207.1)) Project Name: Project Number:																
Franklin Park Development III																
Insurance	_ uf the N of advance	ational I es during	ests a loan i lousing Act, constructio	said l n XI is	oan to , 🗌 is	be see	cured sired.	bv a fi	rst mo ibility	rtgage (Reh	on tab.)	_ to be the prop □ SAM	insure	d under	the prov	OMMISSIONER. isions of Section bed. irm
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120 15. Zoning: (If re #1 + B	ecently chan	ged, subm	it evidence)	<u> </u>		16ь. Е		r Finish			ructui	ral System		17a. Floo		18. Heating- A/C System
B. INFORM	IATION CO	ONCERN	ING LAND	ORF	1			23a.			- In	21				
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31. TOTAL FSTIMATED GROSS PROJECT INCOME AT 100% DCCUPANCY \$28,798																
32. TOTAL ANNUAL RENT (Item 31 a 12 months) \$ 345,576																
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Type of Employee No. Rooms Composition of Unit Location of Unit in Project								t								
D. EQUIPMENT AND SERVICES INCLUDED IN RENT: (Check Appropriate Items) 37. EQUIPMENT: Solution																
eplaces HUD-920	13 /3.750	hich man	. d used upt.		is exha	usted		Page 1	01 2 P	2006						UNIO 02012 IS 701



EXHIBIT #20 Attachment

The Greater Roxbury Development Corporation anticipates that the development costs of these 85 new construction housing units will come in around \$39,000 per unit.

Items G&H were not completed given the uncertain status of the time necessary for approvals at this time.

Also, GRDC will make an equity injection necessary in the developments to insure the long-term economic viability of the project.

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