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KEVIN H. WHITE  
MAYOR

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August 29, 1975

Ms. Carla Hills, Secretary  
U.S. Department of Housing and Urban Development  
451 Seventh Street, S.W.  
Washington, D.C. 20410

Dear Madame Secretary:

I am pleased to submit on behalf of the City of Boston the enclosed application for HUD's Section 810 Urban Homesteading demonstration. The application is the result of a cooperative effort. During its preparation, we have worked closely with the four target neighborhoods, the lending community, and the local HUD area office. The resulting program is designed to address the concerns of all the participants and to create a team with the capabilities and resources to make the homesteading experiment a successful one.

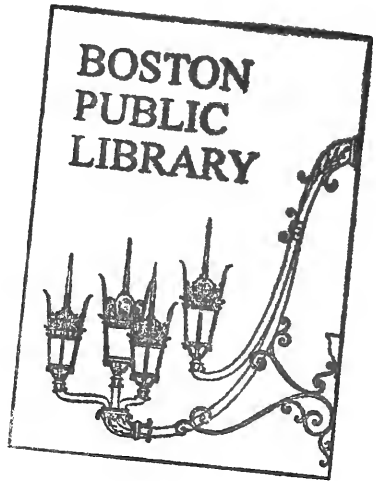
We welcome this opportunity to begin an Urban Homesteading demonstration.

Sincerely,

Kevin H. White  
Mayor

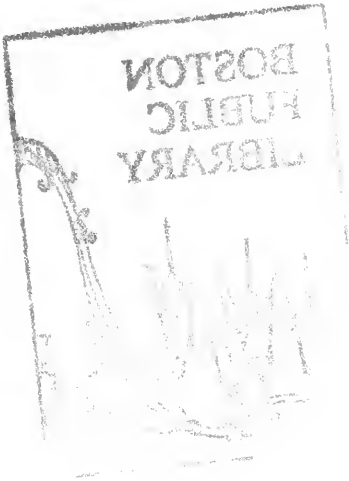
KHW/S  
Enclosure





Section 810 Urban Homesteading Proposal

City of Boston  
Kevin H. White, Mayor



City of Boston  
Section 810 Urban Homesteading Proposal

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CITY OF BOSTON

URBAN HOMESTEADING PROPOSAL

Summary

The City of Boston is proposing an urban homesteading demonstration program which will attempt to determine the elements necessary to return vacant residential property to active life. To do so, the City has established four urban homesteading models. Within this program, the City hopes to test the concept of urban homesteading with the following elements:

- 1) Four target neighborhoods which essentially represent four unique housing markets,
- 2) Four target neighborhoods which represent varying levels and mixes of public and private investment,
- 3) Four target neighborhoods which represent varying levels of community involvement in the process of property disposition and rehabilitation, and
- 4) Four target neighborhoods which represent varying levels of demand on City, federal, and private lenders' financing resources.

In brief, the homesteader will receive a house for the cost of rehabilitation, a low interest rate construction loan, a tax abatement, rehabilitation assistance, finances, and homeownership counseling. In return, the homesteader will be required to make a cash downpayment of 20% of rehabilitation costs of to \$2,000, bring the house up to code, maintain residence in the property for three years, and meet the financial obligations of homeownership.

The homesteaders will be concentrated within four target neighborhoods which will also receive a concentration of City services designed to complement the private rehabilitation and address the specific needs of each area. The program will be coordinated by a new homesteading office established within the Office of Community Development. Property marketing, homesteader selection, and rehabilitation and financial monitoring will be performed by local community groups serving as neighborhood advisory boards or neighborhood housing corporations.

The homesteading process, as here proposed, combines the resources of the City, private lending institutions, the local HUD area office, and community groups to help not only the homesteader, but the homestead target area as well. These combined resources, in addition to a special allocation of Section 312 rehabilitation funds to be applied to other owner-occupants in the homestead target area, be geared not only to reduce the incidence of abandoned buildings but to curb the forces which give rise to abandonment.



CHAPTER I GENERAL OUTLINE OF THE CITY OF BOSTON'S PROPOSED  
URBAN HOMESTEADING PROGRAM

Goals and Objectives

The City of Boston is proposing a rehabilitation demonstration program for HUD owned properties. The goal of the program is to use this rehabilitation program to arrest deterioration, restore abandoned housing to active life, and infuse new strength into neighborhood housing suffering from some form of disinvestment. This program overview will attempt to describe Boston's Urban Homesteading Program by:

- 1) Identifying program resources and
- 2) Describing the Urban Homesteading Process

Program Resources

The City of Boston proposes a coordinated use of the resources of the City, HUD, neighborhood groups and private lending institutions to aid owner-occupants in rehabilitating abandoned houses.

Specifically, each group will be expected to contribute the following resources to the overall homesteading effort:

I. The City is prepared to provide:

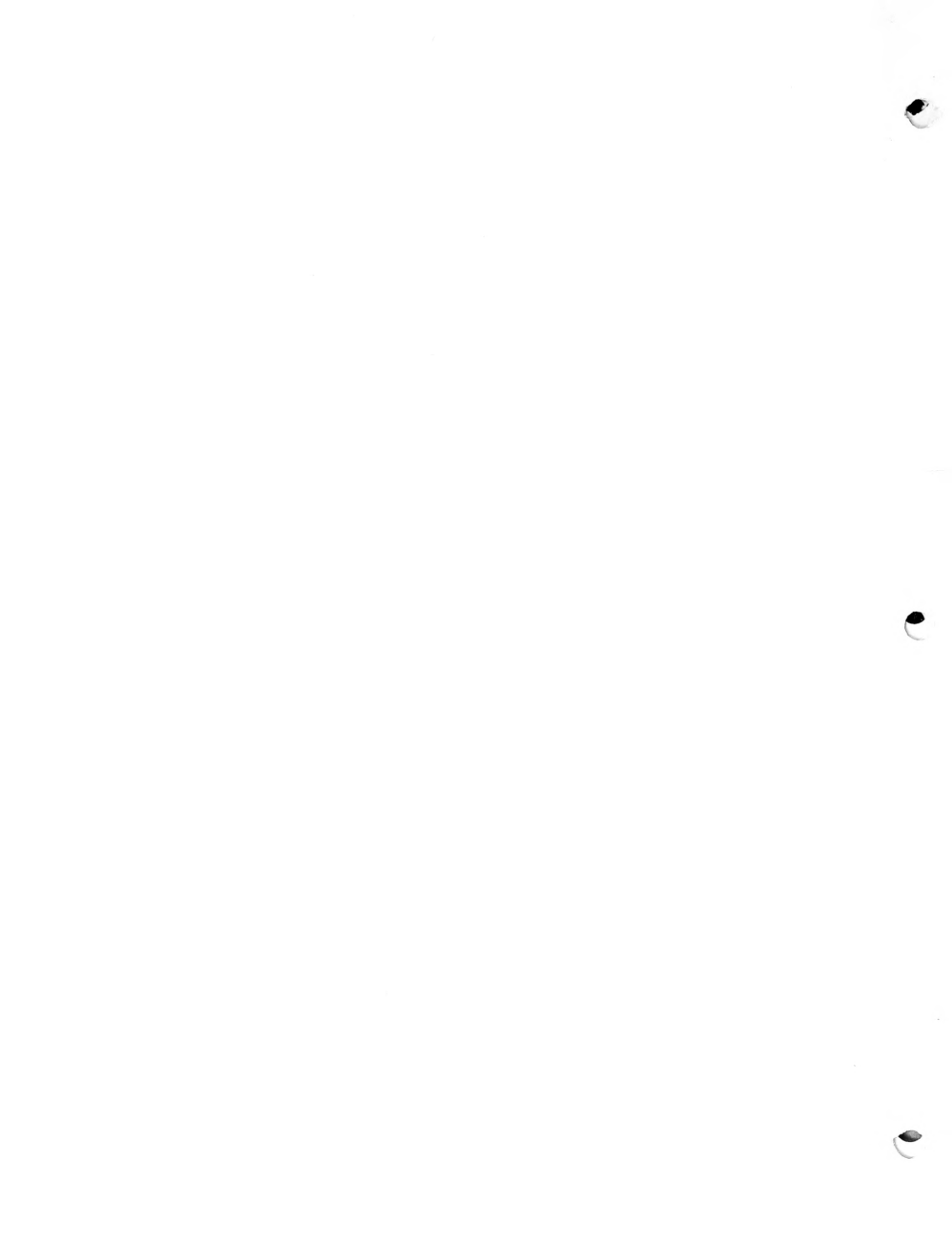
- 1) Responsibility for overall management of the program
- 2) Upgraded neighborhood facilities and services
- 3) Rehabilitation loan funds (for period of rehab only)
- 4) Tax abatement on properties (for period of rehab only)
- 5) Rehabilitation technical assistance
- 6) Financial counseling
- 7) Operating funds for neighborhood based housing corporations
- 8) Miscellaneous expenses related to title transfer and financial closing

2) HUD is expected to provide:

- 1) HUD owned residential properties (with clear title)
- 2) FHA guarantees for permanent financing
- 3) FHA appraisals
- 4) 312 loans
- 5) Boarding and demolition of HUD properties where appropriate

3) Neighborhood Groups are prepared to provide:

- 1) Neighborhood board composed of community residences to assist in property marketing and homesteader selection and neighborhood related policy decision



2. Neighborhood based housing corporation to provide rehabilitation technical assistance, financial counseling, and to assist in property marketing and homesteader selection
- 4) Private Lending Institutions are prepared to provide:
    - 1) FHA insured funds permanent financing of rehabilitated properties



## The Urban Homesteading Process

Given the above resources, the urban homesteading process will proceed in 7 stages as follows:

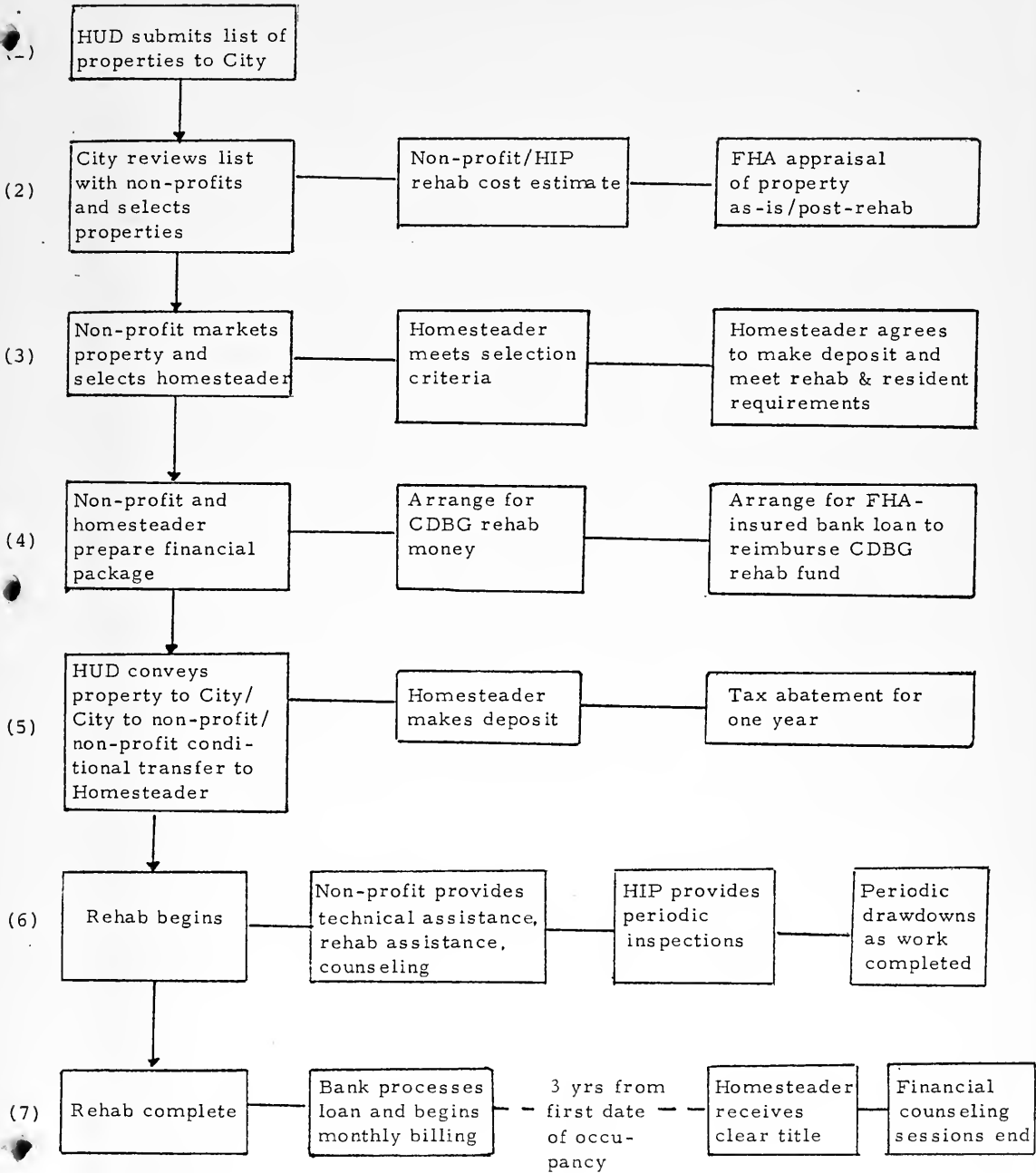
- Stage 1: HUD submits list of property to city
- Stage 2: City reviews list of properties with neighborhood groups and selects properties
- Stage 3: Neighborhood group markets property and selects homesteader
- Stage 4: Neighborhood group and homesteader prepare financial package
- Stage 5: HUD conveys property to city/city to non profit/non profit to homesteader
- Stage 6: Rehabilitation begins
- Stage 7: Rehabilitation complete

(See attached flow chart)





FLOW CHART - HOMESTEADING





More specifically, the following events occur at each stage:

Stage 1: HUD submits list of property to City (self explanatory)

Stage 2: City reviews list of properties with neighborhood groups and selects property.

The program director, working with the appropriate Little City Hall manager and neighborhood organization, will select properties from the HUD inventory. A special staff of the City's Housing Improvement Program will inspect the building and prepare an estimated cost of rehabilitation. At the same time, the FHA will conduct an appraisal to determine the value they will underwrite once rehabilitation has been completed. If the estimates are reasonable, the property will be offered for homesteading and remain in the HUD inventory until the package is prepared. Depending on the target area, the Neighborhood Housing Group or HIP will proceed to draw up plans and specifications to bring the property to code.

The Neighborhood Housing Group will designate approximately 25 buildings in each target area which will be held in HUD inventory until the homesteader has been chosen and the financial package prepared.

Stage 3: Neighborhood group markets property and selects homesteader

Potential homesteaders will apply directly to the neighborhood housing group. The organization will coordinate all marketing activities and base its final recommendations on selection criteria which include the applicant's ability to financially support the burden of homeownership and perform physical rehabilitation. The homesteader is required to pay as down-payment on the construction loan a minimum of \$1,000, a maximum of \$2,000 or an amount equal to 20% of the loan.

The neighborhood housing group will show the designated property to qualified homestead applicants and explain both the extent of rehabilitation required and the residency requirements.

While the homesteader will be offered the home for the cost of rehabilitation, a number of requirements, financial and otherwise, are imposed on the homesteader:

1. The homesteader will be required to perform all rehabilitation to standards specified by the City Housing Improvement Program Staff and approved by FHA within one year of finalizing the homestead agreement.

6

7

8

2. Homesteader will be required to maintain residence in the property for a period of three years after the completion of rehabilitation.
3. The homesteader will allow periodic inspection by both the City HIP and neighborhood housing group staff to insure compliance with plans and specifications.

Stage 4: Neighborhood group and homesteader prepare financial package:

Once the neighborhood group has selected an individual who has been proven creditworthy in light of the individual's current income and outstanding debts when set against the costs of rehabilitation, the City will review and approve the individual and the rehabilitation work program for a City rehabilitation loan. This loan will cover the costs of rehabilitation during the period of rehabilitation.

Following approval for a City rehabilitation loan, the neighborhood group and the individual will immediately proceed to obtain a commitment from a local lending institution to provide the urban homesteader with a FHA-insured loan to cover the cost of rehabilitation, once the rehabilitation work is completed.

Stage 5: Once the homesteader has both the approved rehabilitation work program and approved financing for the selected HUD property then the transfer can occur. At this point, the homesteader makes his deposit on the property and the following series of agreements are signed simultaneously:

1. Neighborhood group takes title to property from HUD through the BRA unconditionally and individually.
2. Homesteader signs conditional sale or lease with the neighborhood group.
3. Homesteader signs commitment with private lender guaranteeing permanent financing pending rehabilitation.
4. Private lender signs agreement with FHA guaranteeing the availability of mortgage insurance pending completion of rehabilitation.

Title to the property shall go directly from HUD to the BRA (the City of Boston's renewal agency which has the authority to receive a gift of property and convey title to the property to an individual in all parts of the City). Title shall go directly from the BRA to the neighborhood housing group. The neighborhood housing group will convey directly to the homesteader at the start of the homestead process through a combination lease (allowing residence) and purchase and sales agreement (specifying terms of the contract). Copies are included. This process will be uniform in all target neighborhoods.



Stage 6: Rehabilitation begins

The homesteader has one year to perform rehabilitation.

The homesteader will be encouraged to establish residence in the homestead structure at the earliest possible date for purposes of securing the property against theft and vandalism. The Building Commissioner has agreed to allow the homesteader to occupy the structure as long as health and safety are not immediately endangered.

The City will abate taxes due on the property for one year during construction. Except for the downpayment on construction loan and direct "out of pocket" expenses, the homesteader will not be obligated for other expenses during the construction year.

Staffs of both HIP and the neighborhood group will be available to provide counseling both on technical and financial problems as well as other problems related to homeownership.

Stage 7: Rehabilitation complete

After work has been completed, HIP makes a final check to insure compliance with plans and specifications. If successfully completed, the rehabilitation lien is removed from the property.

At this time the homesteader returns to the private lender and secures FHA insured private financing to cover the cost of rehabilitation. The City's rehabilitation loan is repaid. The bank then begins monthly billing.

The property is taxed in accordance with Boston's Assessing Department practices at reasonable standards reflecting market value.

The homesteader is obligated to remain in the property for a total of three years, from the completion of rehabilitation. During this three year period the neighborhood group provides monthly financial counseling and rehabilitation counseling when needed.

At the completion of the three year period the residence condition is satisfied and the homesteader has clear title the property.





## CHAPTER II

### INFORMATION ABOUT NEIGHBORHOOD AND ADMINISTRATIVE STRUCTURE

#### Introduction

The HUD Urban Homesteading invitation states that the objective of the urban homesteading demonstration program is as follows:

"The central thrust of this plan is the development of a demonstration project which will test the workability of the homesteading concept as a preservation and stabilization tool in a range of carefully chosen declining neighborhoods that are not severely blighted and have some potential of regaining their viability. Through a demonstration, various administrative and financing mechanisms can be evaluated against a backdrop of differing levels of public and private cooperation. From the demonstration HUD hopes to gain insight into several aspects of homesteading, including:

1. The range of property values and number of properties most effective in improving neighborhood conditions;
2. The characteristics of neighborhoods that can be assisted with this kind of effort;
3. The kinds of accompanying services, public and private, necessary to make the concept of homesteading workable;
4. The socio-economic characteristics of recipients capable of becoming successful homesteaders; and
5. The different administrative and financial techniques useful in a homesteading program and the conditions under which each of these mechanisms can best function."

The major strength of this application is that Boston will be testing four different urban homesteading models with variations in:

1. Physical, social, economic, and housing characteristics
2. Neighborhood services and facilities
3. Administrative structure.

The first section of this chapter describes the characteristics and problems of each pilot area. The goals of neighborhood preservation and City programs which will support the homesteading effort are basic to all four and are listed only once in the section on Mattapan.

The second section will describe the Administrative Structure of the Homesteading Program for the City and the neighborhoods.



A. INFORMATION ABOUT TARGET NEIGHBORHOODS

The City of Boston is proposing to establish four pilot homesteading neighborhoods in the following sections of the City.

- Area I - Mattapan-Wellington Hill
- Area II - Jamaica Plain-Jamaica Central-Hyde Square-Egleston Sq. Area
- Area III - Dorchester-Meetinghouse Hill-Ronan Park Area
- Area IV - Dorchester-Codman Square West Area

The City of Boston is proposing to test its urban homesteading demonstration program in these four neighborhoods which are different from each other in terms of racial, social, economic and housing stock characteristics.

Detailed information relative to each pilot area is contained in the following section. Including:

- A. Demographic and Housing Profile
- B. Brief History of Neighborhood
- C. Brief Description of Neighborhood Issues and Problems
- D. Reasons for Neighborhood Selection
- E. Goals for Neighborhood Stabilization - along with existing and proposed Neighborhood Improvement Programs and Strategies.





JAMAICA PLAIN

MEETINGHOUSE HILL

CODMAN SQUARE

WELLINGTON HILL - MATTAPAN

PROPOSED "HOMESTEADING"  
PILOT AREAS



AREA I - MATTAPAN

WELLINGTON HILL AREA

A. Demographic and Housing Profile

Source:

1970 U.S. Census Data Census-Tracts included in target area: 1011

| <u>Population</u>   | <u>Wellington Hill</u> | <u>Mattapan District</u> | <u>City</u> |
|---------------------|------------------------|--------------------------|-------------|
| Total 1970          | 9,428                  | 20,637                   | 639,657     |
| Change from '60     | +2%                    | +9%                      | -8%         |
| Total Black 1970    | 4,539                  | 5,129                    | 104,200     |
| Change from '60     | +4%                    | +48%                     | +63,400     |
| Aged 0-14 yrs.-1970 | 2,847                  | 4,957                    |             |
| Change from '60     | +18%                   | +12%                     |             |
| Aged 64 yrs. & over | 1,413                  | 4,378                    | 81,437      |
| Change from '60     | -23%                   | -17%                     | -5%         |

Income

|                       |         |         |         |
|-----------------------|---------|---------|---------|
| Median Family Income  | \$8,350 | \$9,500 | \$9,133 |
| Change from '60       | +2%     | +5%     | +20%    |
| Families under \$5000 | 22%     | 16%     | 22%     |

Approximate percent of families whose income does not exceed 80% of Boston median(\$7,300): 40%  
 Estimated percent of families below the poverty line: 14% (1970 Census)

Approximate percent of families whose income does not exceed 50% of Boston median(\$4,500): 20%

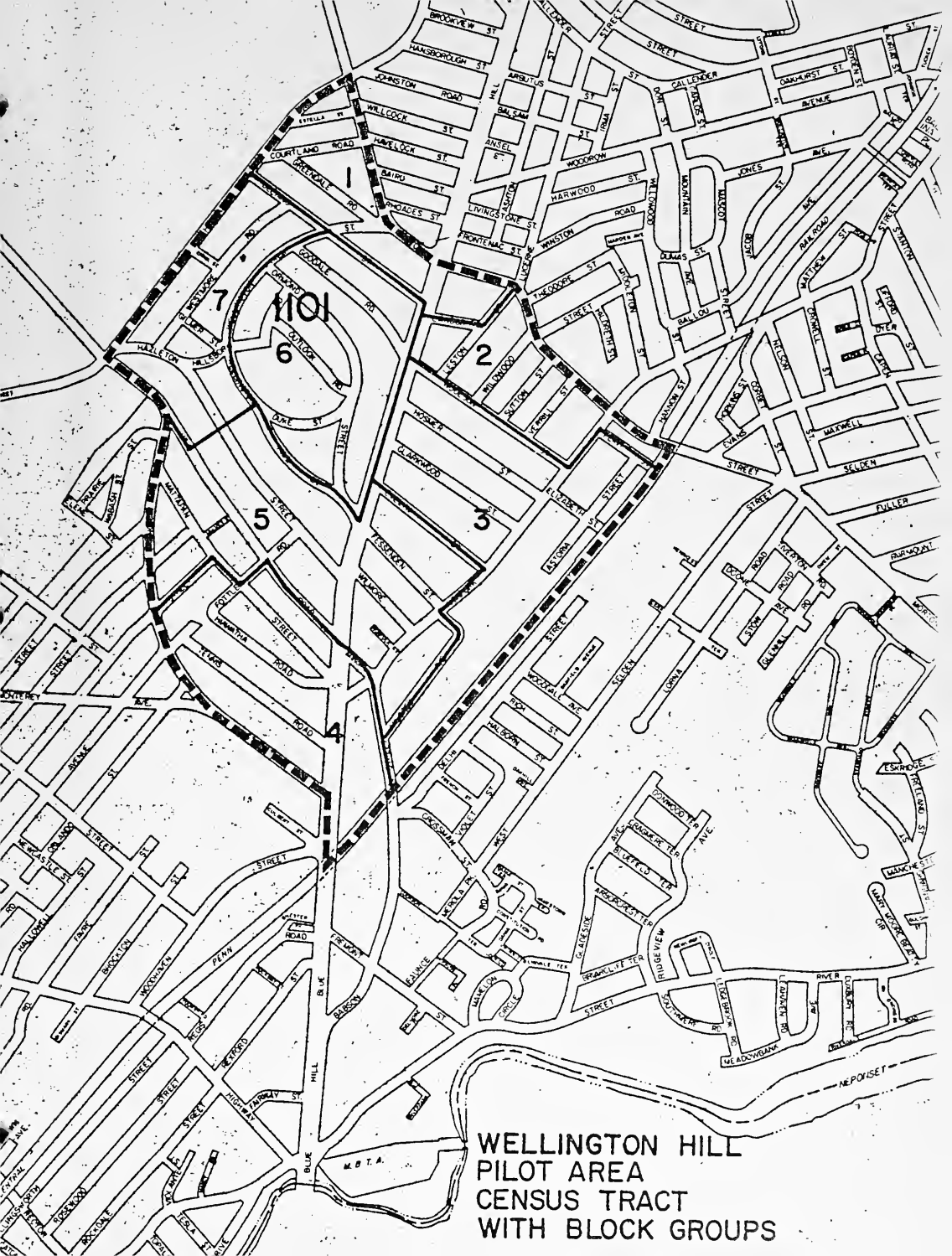
Housing and Real Estate Values

|   |       |       |         |
|---|-------|-------|---------|
| Total Dwelling units                                  | 3,118 | 7,039 | 232,856 |
| Units Needing Fix-up in excess of \$1000              | 354   | 679   | 67,102  |
| % Owner Occupied Structures of 1-4 units              | 85%   | 87%   | 80%     |
| Mobility of Residents-Same Residence less than 5 yrs. | 68%   | 52%   | 50%     |

Estimated median price, single family residential properties, previous 12 months-\$22,000 (District Planning Staff)  
 Estimated median price City wide:  
 Existing-\$23,000  
 New-not applicable

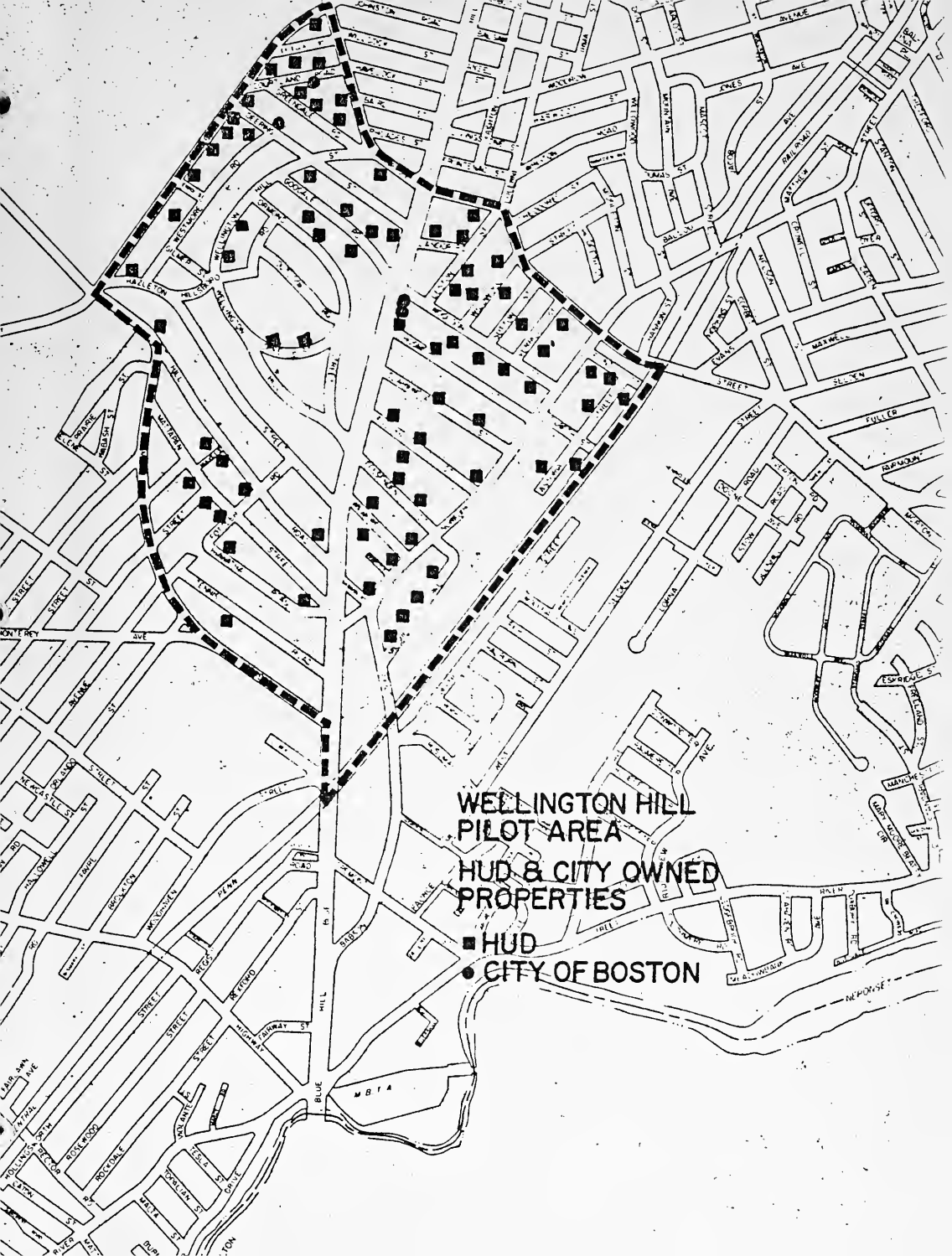






WELLINGTON HILL  
PILOT AREA  
CENSUS TRACT  
WITH BLOCK GROUPS

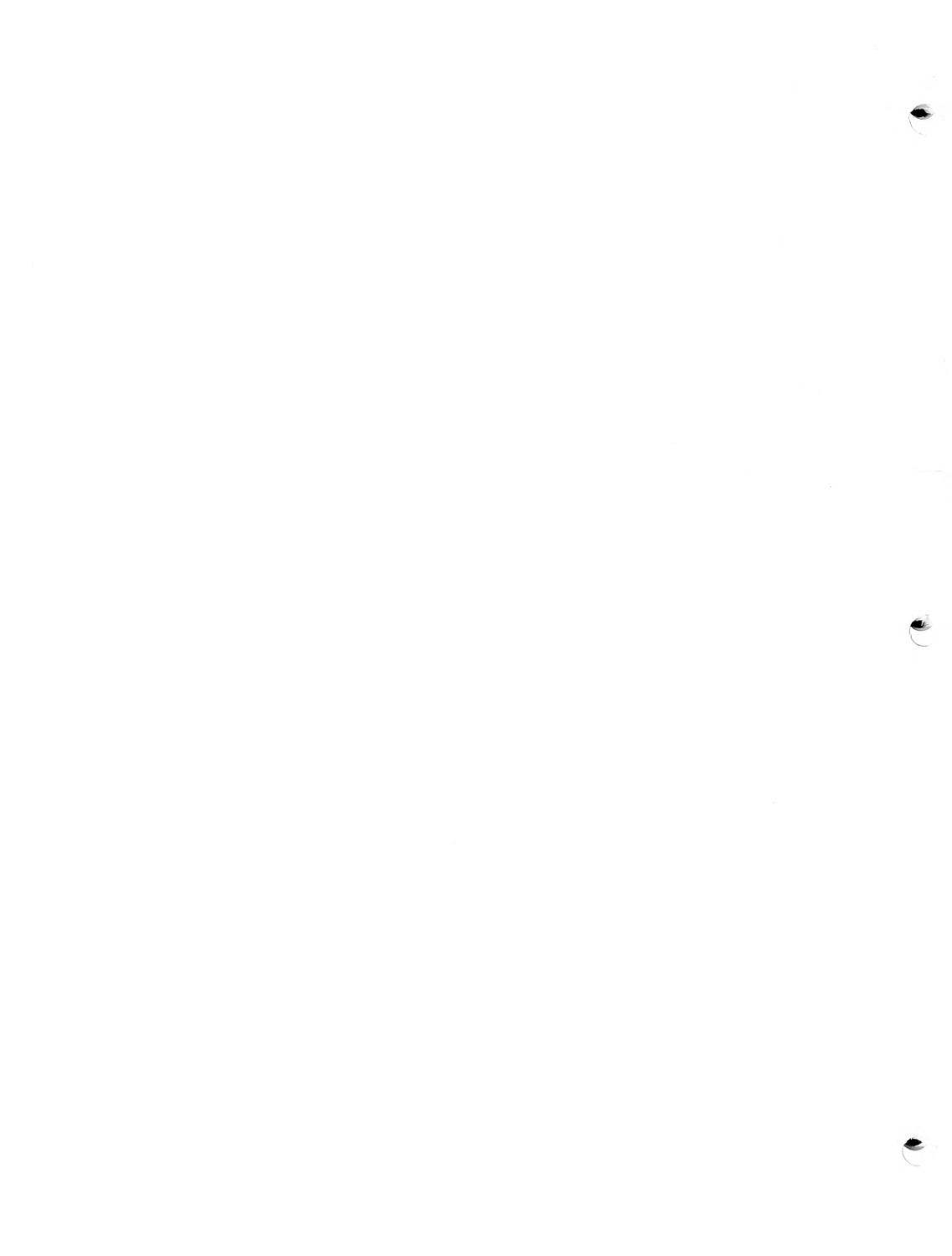


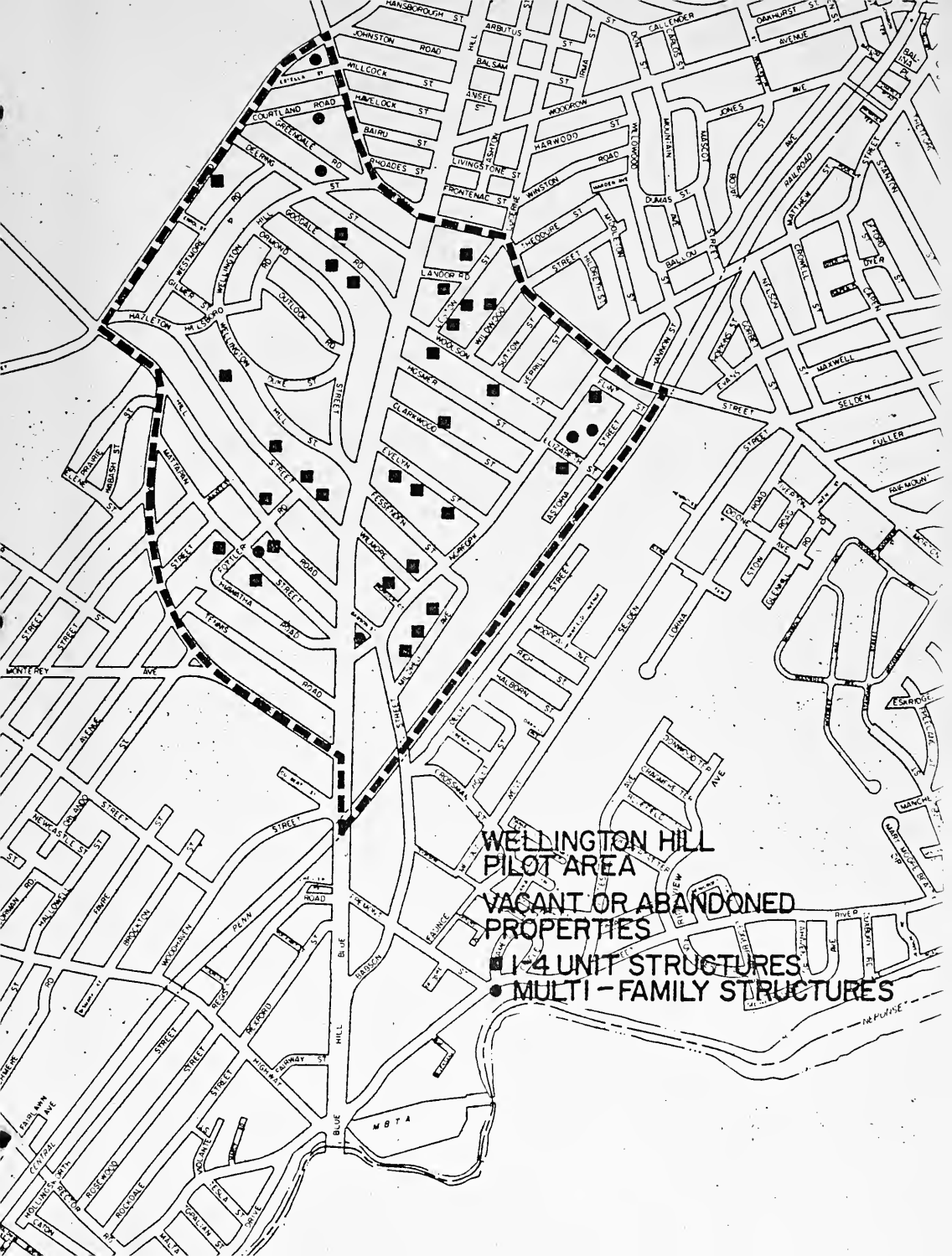


WELLINGTON HILL  
PILOT AREA

HUD & CITY OWNED  
PROPERTIES

- HUD
- CITY OF BOSTON



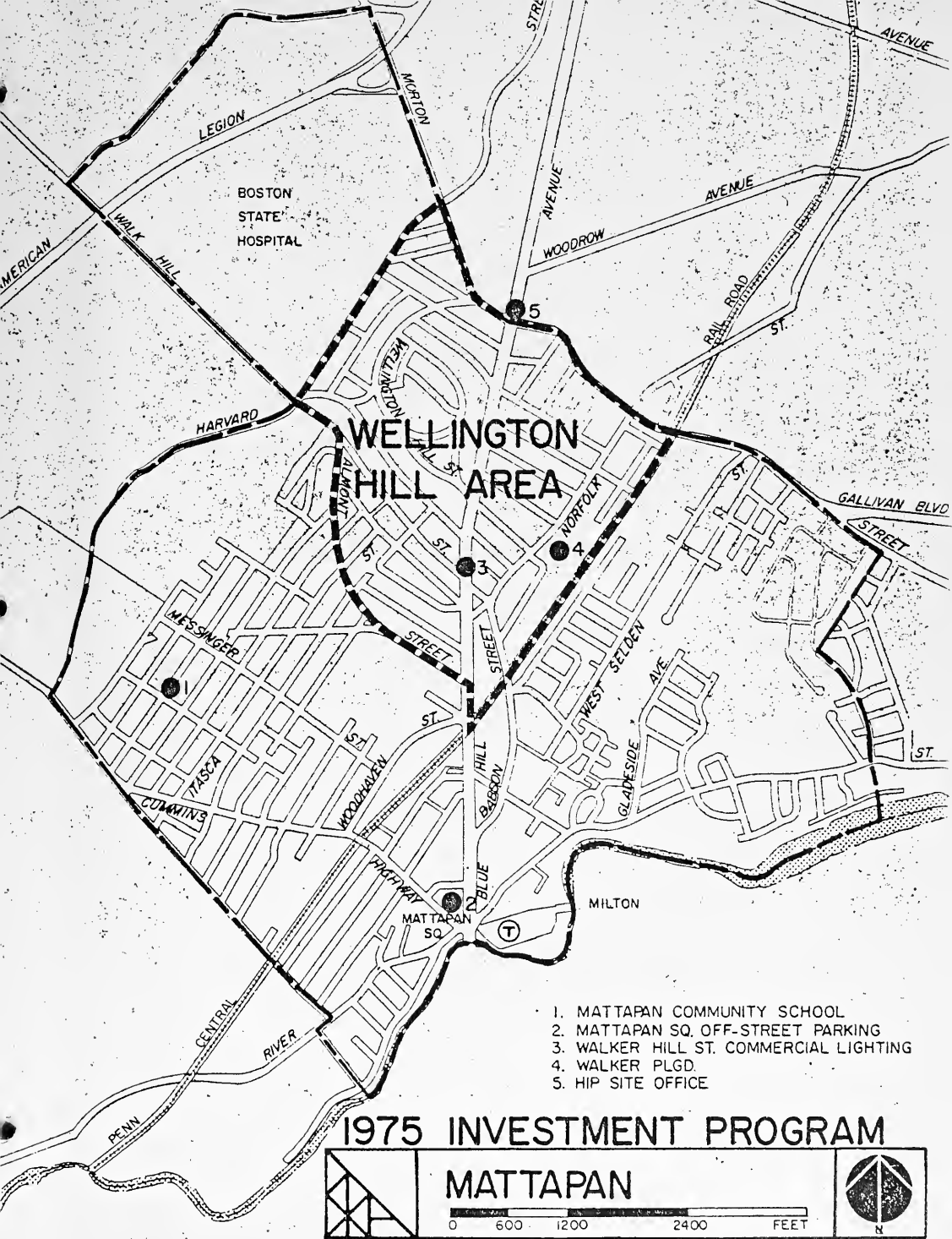


**WELLINGTON HILL  
PILOT AREA**

**VACANT OR ABANDONED  
PROPERTIES**

- 1-4 UNIT STRUCTURES
- MULTI-FAMILY STRUCTURES





BOSTON  
STATE  
HOSPITAL

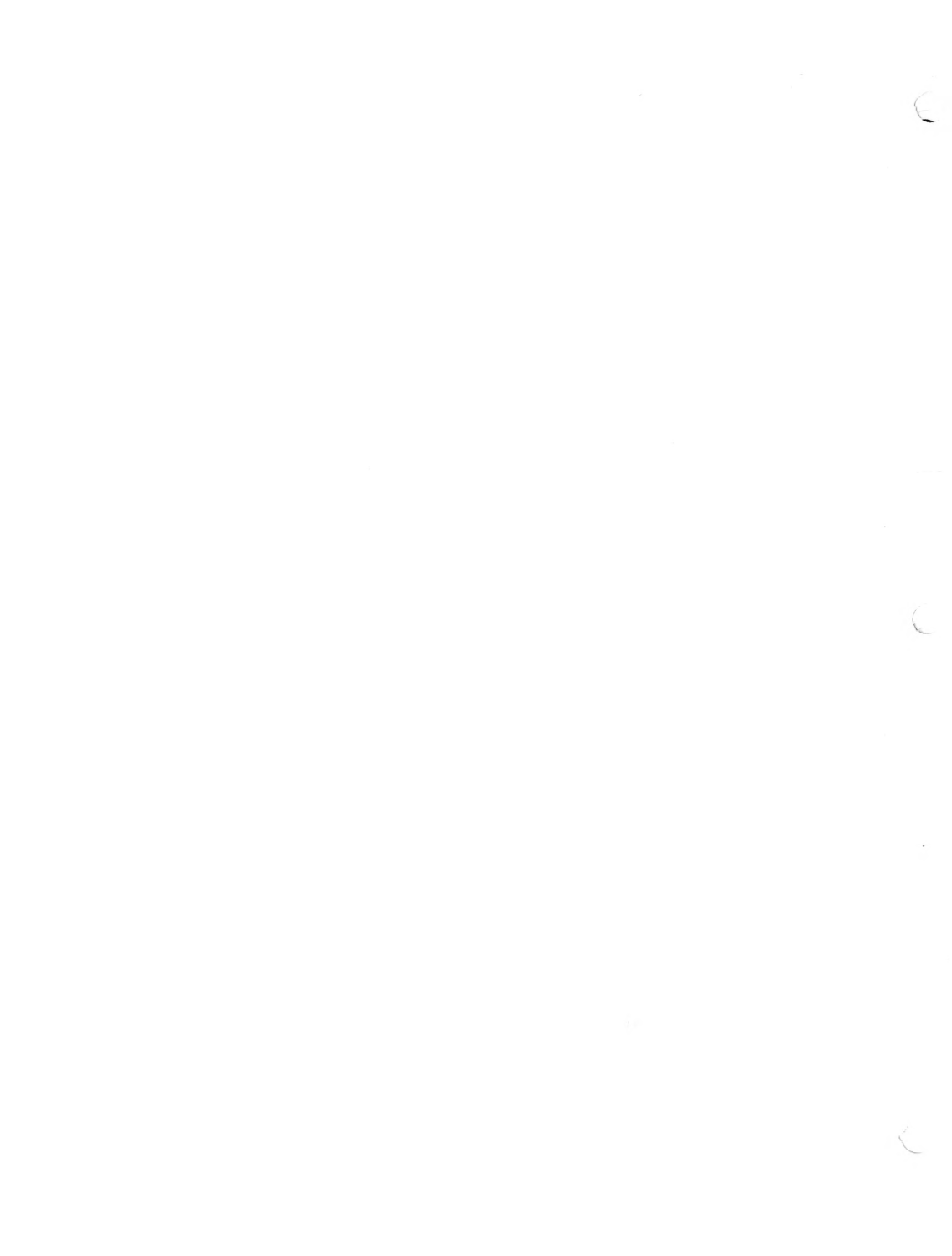
**WELLINGTON  
HILL AREA**

- 1. MATTAPAN COMMUNITY SCHOOL
- 2. MATTAPAN SQ. OFF-STREET PARKING
- 3. WALKER HILL ST. COMMERCIAL LIGHTING
- 4. WALKER PLGD.
- 5. HIP SITE OFFICE

**1975 INVESTMENT PROGRAM**

**MATTAPAN**

0 600 1200 2400 FEET





## B. Brief History

Mattapan was originally part of the Town of Dorchester, although it has developed its own separate character and identity. Trolley service on Blue Hill Avenue in the 1890's created a residential construction boom around Wellington Hill, which was then built up with substantial two-and-three family homes and a few large single homes.

In recent years, Mattapan has been threatened with the kind of neighborhood decline and abandonment which has occurred to the north, in Dorchester and Roxbury, but as yet this is not a severe problem.

Blue Hill Avenue is the center of the Mattapan area, especially at Mattapan Square. Traditionally, the shops along the Avenue served virtually all the needs of the residents on nearby streets, who would walk down to see friends and shop, or who would ride the trolley home from work and buy food or other needs on the way home. The elimination of the trolley in the 1950's and competition from newer car-oriented suburban shopping centers has caused some decline along Blue Hill Avenue, except at the Square, where the City has made a major commitment to its revitalization. The Square now has one of the lowest store vacancy rates (3%) of any of the City's older shopping areas.

## C. Neighborhood Characteristics and Problems

### WELLINGTON HILL

The northern portion of Mattapan is located on and around a hill, and is bounded by Morton Street, the Penn Central Railroad tracks, a short segment of Blue Hill Avenue, Almont Street, Walk Hill Street, and Harvard Street.

The target area underwent racial changes in the 1960's changing from predominantly Jewish to Black and currently is predominantly black with the 20% white population scattered randomly throughout the neighborhood. The population is predominantly middle class. Property values remain high and stable (\$18,000-\$25,000).

The homes and yards on Wellington Hill are generally well maintained by owner-occupants. Abandonment has increased recently primarily due to mortgage foreclosure, often due to major repairs for which the owner doesn't have the cash and can't get a home repair loan. Most of the abandoned buildings belong to HUD.

Unlike many other areas of HUD foreclosed property the buildings in Mattapan were not over-appraised; rather, the ability of the families to pay the necessary housing costs was too liberally evaluated.

The Blue Hill Avenue shopping corridor has also suffered abandonment and decline. During the riots in 1968, many stores were vandalized or burned. Shopkeepers lost confidence and moved out as soon as they could or stayed but did not modernize their stores or update their inventory. Shopping habits have been changing, favoring large stores and suburban-style shopping centers to the detriment of many older shopping areas with small stores and very little convenient parking.



D. Reasons for Neighborhood Selection

The Wellington Hill area of Mattapan is attractive for several reasons:

1. There are significant numbers of HUD-owned properties
2. The condition of the structures is good to excellent, primarily because of the unusual work of the area property manager.
3. The housing market is strong and active.
4. Racial transition has "settled out" and poses no apparent threats to the neighborhood.
5. There are two neighborhood non-profit groups, the Mattapan Housing Commission and Community Training Dynamics, which have demonstrated a strong interest in neighborhood preservation through housing rehabilitation. Both groups have done much to reinforce the social fabric of the neighborhood.

E. Neighborhood Goals - for All Four Pilot Areas

The overall goal for the four pilot areas is to reverse the recent neighborhood decline characterized by disinvestment and abandonment and to restore confidence in the areas so that market forces can again operate in a positive manner.

To do this the City will concentrate a number of specific programs in conjunction with the homesteading effort to further encourage neighborhood stability. Specific program strategies which are geared toward the goals of neighborhood stabilization are to:

1. Encourage Rehabilitation of non-HUD owned Properties-

The City's Housing Improvement Program will be targeted in all four pilot areas. There are approximately 6,000 structures in the pilot areas. It is estimated that 1,500 will be treated during the demonstration period, which is approximately 75% of the total number of structures needing repairs in excess of \$1,000.

2. Demolish Non-HUD Abandoned Buildings When Rehabilitation Costs Exceed Existing Market Values -

The City has initiated a demolition program which is geared toward eliminating the backlog of the City's non-rehabilitation abandoned buildings within two years. Currently, there are 143 abandoned buildings within the pilot areas, of which approximately 90 are appropriate for the demonstration effort. A special effort will be conducted within the pilot areas and the non-rehabilitated properties will be demolished within the demonstrative year.



3. Dispose HUD-Owned Properties Not Included in the Demonstration Package, but located within the Pilot Area as soon as possible-

Working together with the Local Housing Group and the HUD Area Management Broker the City's Homesteading Director will request HUD to demolish non-rehabilitated buildings and make 312 loans available for HUD owned buildings needing rehab which are not in the Demonstration Package. The City and Local Housing Group will work together with the AMB to encourage the quick resale of foreclosed HUD properties which are not in need of significant repair.

4. Secure Newly Abandoned Buildings as soon as possible -

As part of its Comprehensive Inspection process the City, acting in conjunction with the local housing Corporations will concentrate boarding of vacant buildings in the pilot areas during the demonstration year.

5. Dispose of Vacant Lots to Abutters -

The City, through its REVIVAL Program will offer existing vacant lots and those which result from demolition to abutters as side yards. The Homesteading Director, will request appropriate HUD vacant lots to be transferred through the BRA to abutters who have requested side yards.

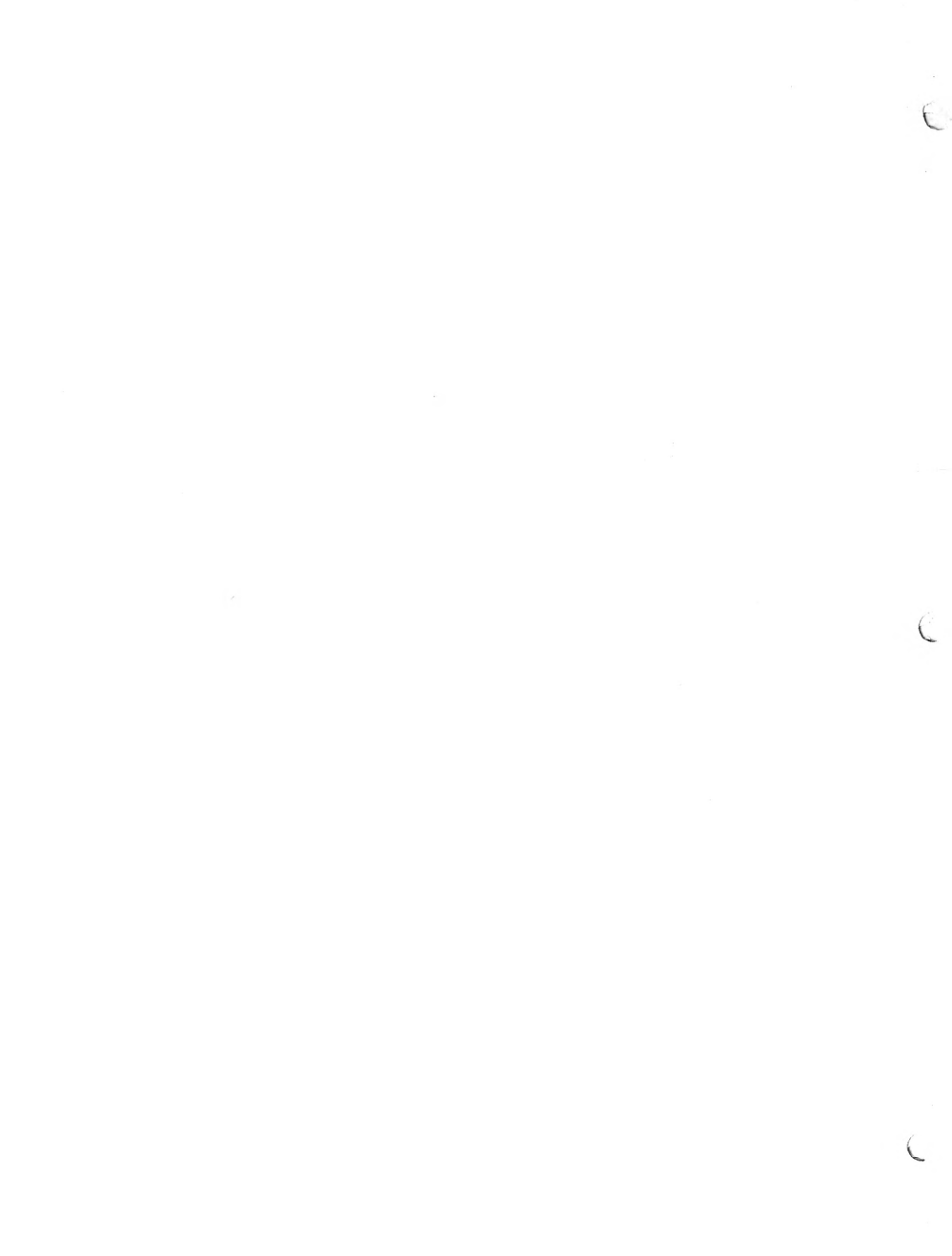
6. Hold Large Tracts of Vacant Land in Anticipation of Development-

Based on Marketing Analysis, some sections within the pilot areas are appropriate for new open space, off-street parking or for new development. In those instances the Homesteading Director will request all properties be transferred to, and held by, the City.

7. Encourage Bank Lending

The recent requirement by the State Banking Commission for disclosure by banks of sources of deposits and mortgage lending patterns creates a number of opportunities to increase the availability of mortgage and rehabilitation financing in Boston's neighborhoods. The objective of the City is to insure that a mortgage or loan applicant is not denied credit because of location reasons. Towards this end, the City has:

- 1) Required all banks which hold City funds to sign a pledge promising not to engage in red-lining;
- 2) Pledged City funds in a matching program to augment mortgage pools developed by community groups and local lenders;
- 3) Pledged to open or increase accounts as incentives to banks disclosing deposit and investment activity and developing independent neighborhood investment programs;



- 4) Refused to deposit any City funds in banks involved in discriminatory lending.
- 5) Continued to negotiate with local lenders to encourage their activity in credit-starved areas by working out lending packages composed of a combination of private funds and public services.

8. Concentrate Public Facilities and Capital Improvements -

The Codman Square and Meetinghouse Hill Areas were part of a larger Community Improvement Program (CIP) which was not adequately funded. Sections of the Jamaica Plain area were also part of a CIP. Although many streets, street lighting and utility improvements were made, there is the need to complete much of what was planned.

A 1975 Investment Program already exists for each area (see 1975 Investment Program Maps for each Pilot Area).

During the demonstration year, the City will program public facilities and capital improvements in the four pilot areas as necessary. These will concentrate on residential street lighting, street and sidewalk repairs, street trees and improvements to neighborhood parks.

9. Revitalize Neighborhood Business Areas -

Neighborhood revitalization strategies recognize the strong relationship that Boston's neighborhoods have had with their Business Areas. The basic objective is to revitalize the commercial nodes by leveraging private investment through a demonstrated City commitment to key improvements and by offering trained City personnel to assist organizational efforts in business areas.

In 1973 the City made major improvements to Mattapan Square, costing \$230,000, which together with a positive businessmen's group and strong marketing forces have resulted in a drastic decrease in vacancies (down to 3%). In the past year the City has made commitments to the Codman Square Business Area including lighting (completed), off-street parking, and major renovations to the District Courthouse (under construction), and a new Regional Library (to begin construction fall-1975).

New lighting, street trees and street reconstruction are programmed for Bowdoin Street (Spring 1975) which is Meetinghouse Hill's major shopping area. Fields Corner, which serves the southern section of the Meetinghouse Hill Area received new street lighting in 1974. The Morton Street-Blue Hill Avenue Business Area which is just north of Wellington Hill received new lighting in 1974.

In Jamaica Plain, the Centre Street Business Area received new street lighting and an off-street parking lot in 1974. In addition, an elderly housing project is scheduled. At Egleston Square and Hyde Square new Business District lighting is scheduled for construction for Fall of 1975.





- 4) Refused to deposit any City funds in banks involved in discriminatory lending.
- 5) Continued to negotiate with local lenders to encourage their activity in credit-starved areas by working out lending packages composed of a combination of private funds and public services.

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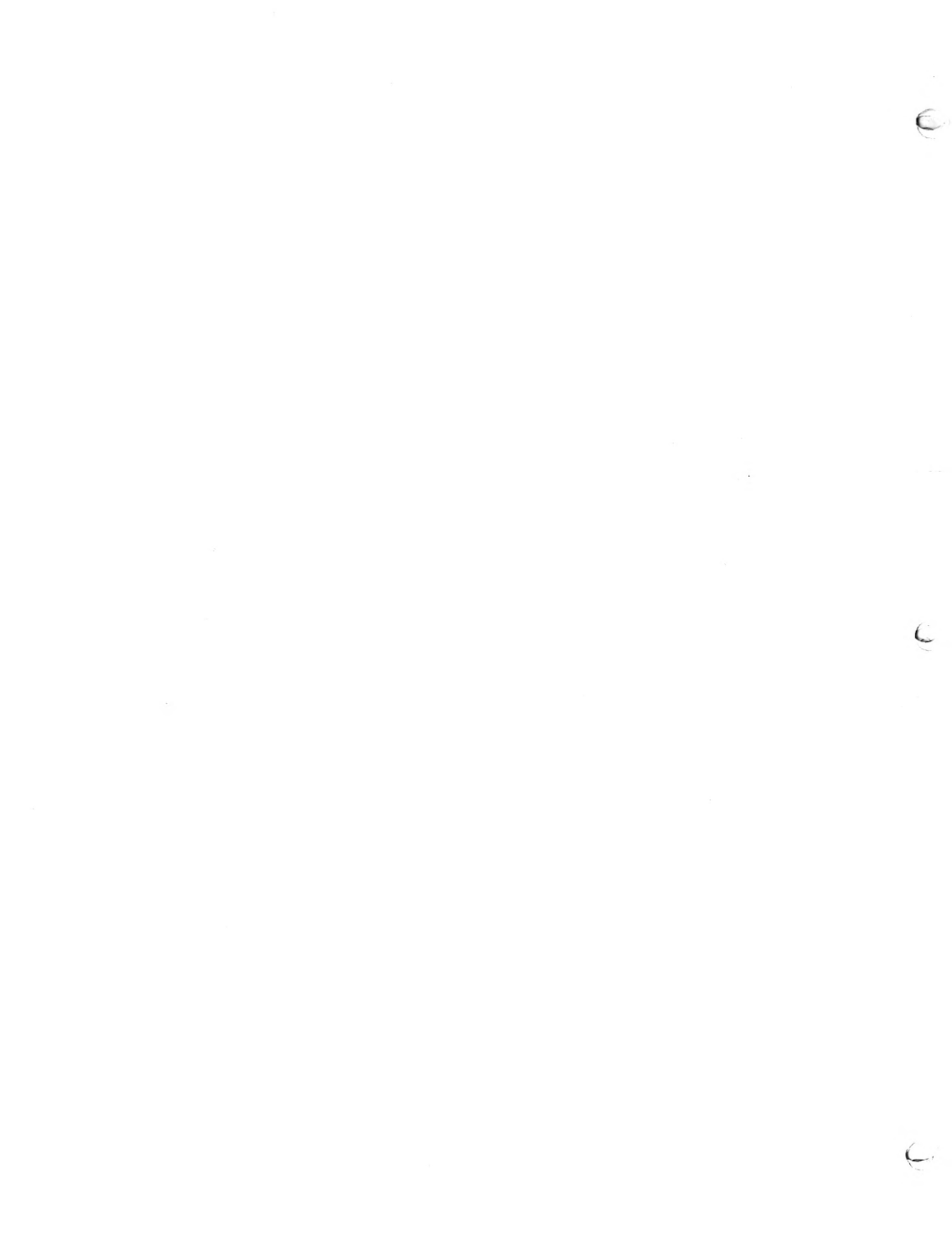
#### 9. Revitalize Neighborhood Business Areas -

Neighborhood revitalization strategies recognize the strong relationship that Boston's neighborhoods have had with their Business Areas. The basic objective is to revitalize the commercial nodes by leveraging private investment through a demonstrated City commitment to key improvements and by offering trained City personnel to assist organizational efforts in business areas.

In 1973 the City made major improvements to Mattapan Square, costing \$230,000, which together with a positive businessmen's group and strong marketing forces have resulted in a drastic decrease in vacancies (down to 3%). In the past year the City has made commitments to the Codman Square Business Area including lighting (completed), off-street parking, and major renovations to the District Courthouse (under construction), and a new Regional Library (to begin construction fall-1975).

New lighting, street trees and street reconstruction are programmed for Bowdoin Street (Spring 1975) which is Meetinghouse Hill's major shopping area. Fields Corner, which serves the southern section of the Meetinghouse Hill Area received new street lighting in 1974. The Morton Street - Blue Hill Avenue Business Area which is just north of Wellington Hill received new lighting in 1974.

In Jamaica Plain, the Centre Street Business Area received new street lighting and an off-street parking lot in 1974. In addition, an elderly housing project is scheduled. At Egleston Square and Hyde Square new Business District lighting is scheduled for construction for Fall of 1975.



- 4) Refused to deposit any City funds in banks involved in discriminatory lending.
- 5) Continued to negotiate with local lenders to encourage their activity in credit-starved areas by working out lending packages composed of a combination of private funds and public services.

#### 8. Concentrate Public Facilities and Capital Improvements -

The Codman Square and Meetinghouse Hill Areas were part of a larger Community Improvement Program (CIP) which was not adequately funded. Sections of the Jamaica Plain area were also part of a CIP. Although many streets, street lighting and utility improvements were made, there is the need to complete much of what was planned.

A 1975 Investment Program already exists for each area (see 1975 Investment Program Maps for each Pilot Area).

During the demonstration year, the City will program public facilities and capital improvements in the four pilot areas as necessary. These will concentrate on residential street lighting, street and sidewalk repairs, street trees and improvements to neighborhood parks.

#### 9. Revitalize Neighborhood Business Areas -

Neighborhood revitalization strategies recognize the strong relationship that Boston's neighborhoods have had with their Business Areas. The basic objective is to revitalize the commercial nodes by leveraging private investment through a demonstrated City commitment to key improvements and by offering trained City personnel to assist organizational efforts in business areas.

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In Jamaica Plain, the Centre Street Business Area received new street lighting and an off-street parking lot in 1974. In addition, an elderly housing project is scheduled. At Egleston Square and Hyde Square new Business District lighting is scheduled for construction for Fall of 1975.



AREA II-JAMAICA PLAIN

JAMAICA CENTRAL-HYDE SQ.-EGLESTON SQ. AREA

A. Demographic Profile

Source: 1960-1970 U.S. Census-Unless otherwise noted

Census tracts included in target area: 1201 (block groups 3 and 4 only); 1202; 1203; 1204 (block groups 1,2,3 and 4 only); 1205; 1206; 1207; 812; 813 (block group,3 only).

| <u>Population</u>    | <u>Hyde Sq.</u> | <u>Jamaica Central</u> | <u>Egleston Sq.</u> | <u>Stoneybrook</u> | <u>J.P. District</u> | <u>City</u> |
|----------------------|-----------------|------------------------|---------------------|--------------------|----------------------|-------------|
| Total 1970           | 9760            | 9303                   | 7763                | 3003               | 46,220               | 641,071     |
| *Change from '60     | -               | -                      | -                   | -                  | -12.4%               | -8%         |
| Total Black 1970     | 2019            | 173                    | 1785                | 155                | 5,261                | 104,206     |
| Change from '60      | -               | -                      | -                   | -                  | +216%                | +65%        |
| 65 yrs. & over       | 1043            | 1706                   | 1172                | 350                | 6,995                | 81,718      |
| 1970 change from '60 | -               | -                      | -                   | -                  | +3%                  | -5%         |

\* Not available because of changes in tract boundaries

Income

|                                |              |              |        |              |     |               |
|--------------------------------|--------------|--------------|--------|--------------|-----|---------------|
| Median Family Income (1970)    | \$4099-12653 | \$7186-12653 | \$7549 | \$7186-12653 | -   | \$9000-11,999 |
| % Families under \$5000 (1970) | 35%          | 20%          | 26%    | 20%          | 20% | 22%           |

Approx. percent of families whose income does not exceed 80% of Boston median (\$7300):40%  
 Approx. percent of families whose income does not exceed 50% of Boston median (\$4500):26%

Estimated percent of families below the poverty line: 14%

Housing

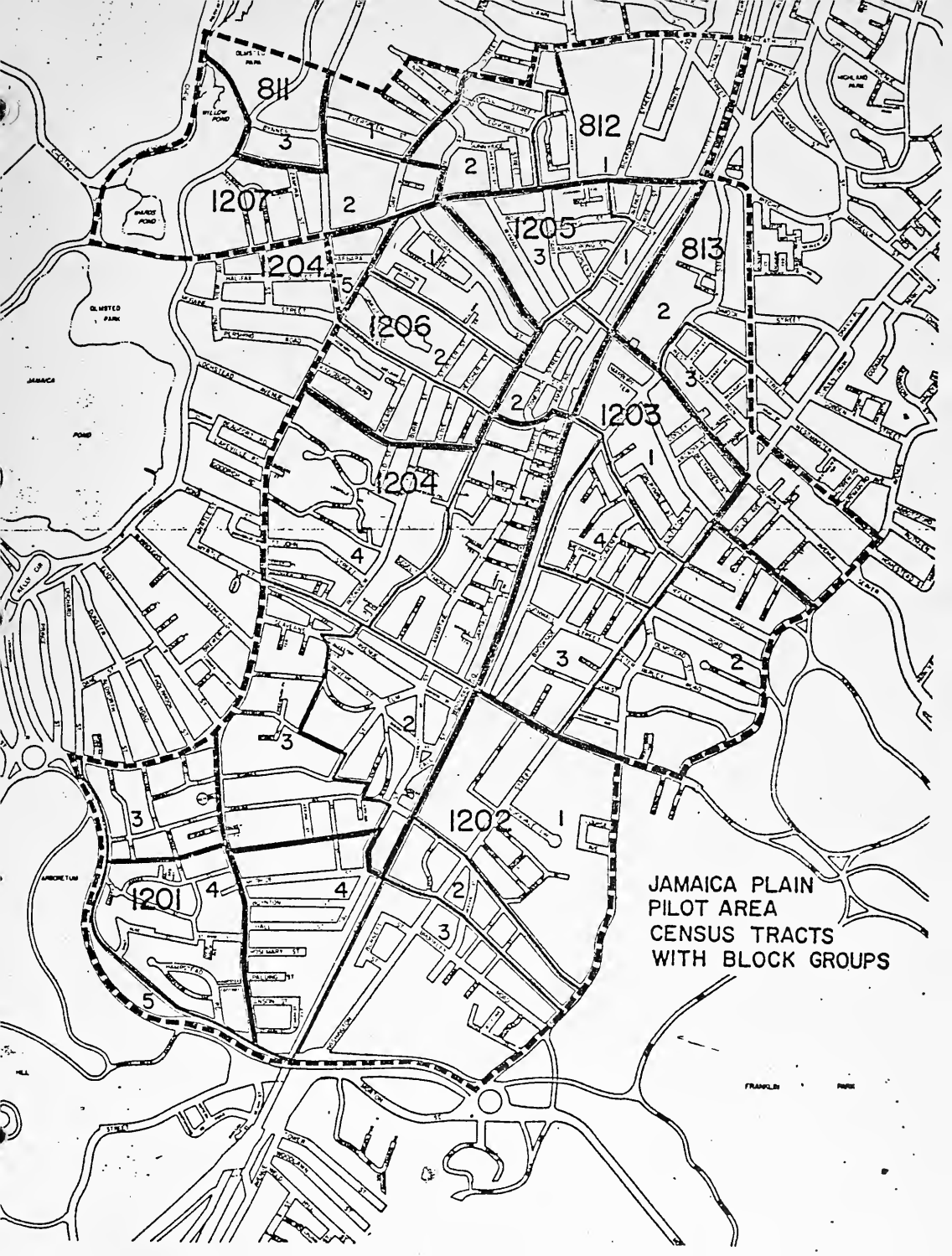
|   |      |      |      |      |        |         |
|---|------|------|------|------|--------|---------|
| Total Dwelling units (1970)                       | 3511 | 3145 | 2568 | 1032 | 15,623 | 232,856 |
| Owner Occupied * (1970) change from from '60      | 14%  | 28%  | 23%  | 17%  | 28%    | 27%     |
| Units needing fix-up in excess of \$1000          | 1960 | 222  | 1133 | 314  | 2918   | 67,102  |
| Mobility of res.~ people in same house for 5 yrs. | -    | -    | -    | -    | 53%    | 50%     |

Estimated median price, single family residential properties, previous 12 months--\$22,000(District Planning Staff)

Estimated median price: City wide:

existing \$23,000  
 new: not applicable

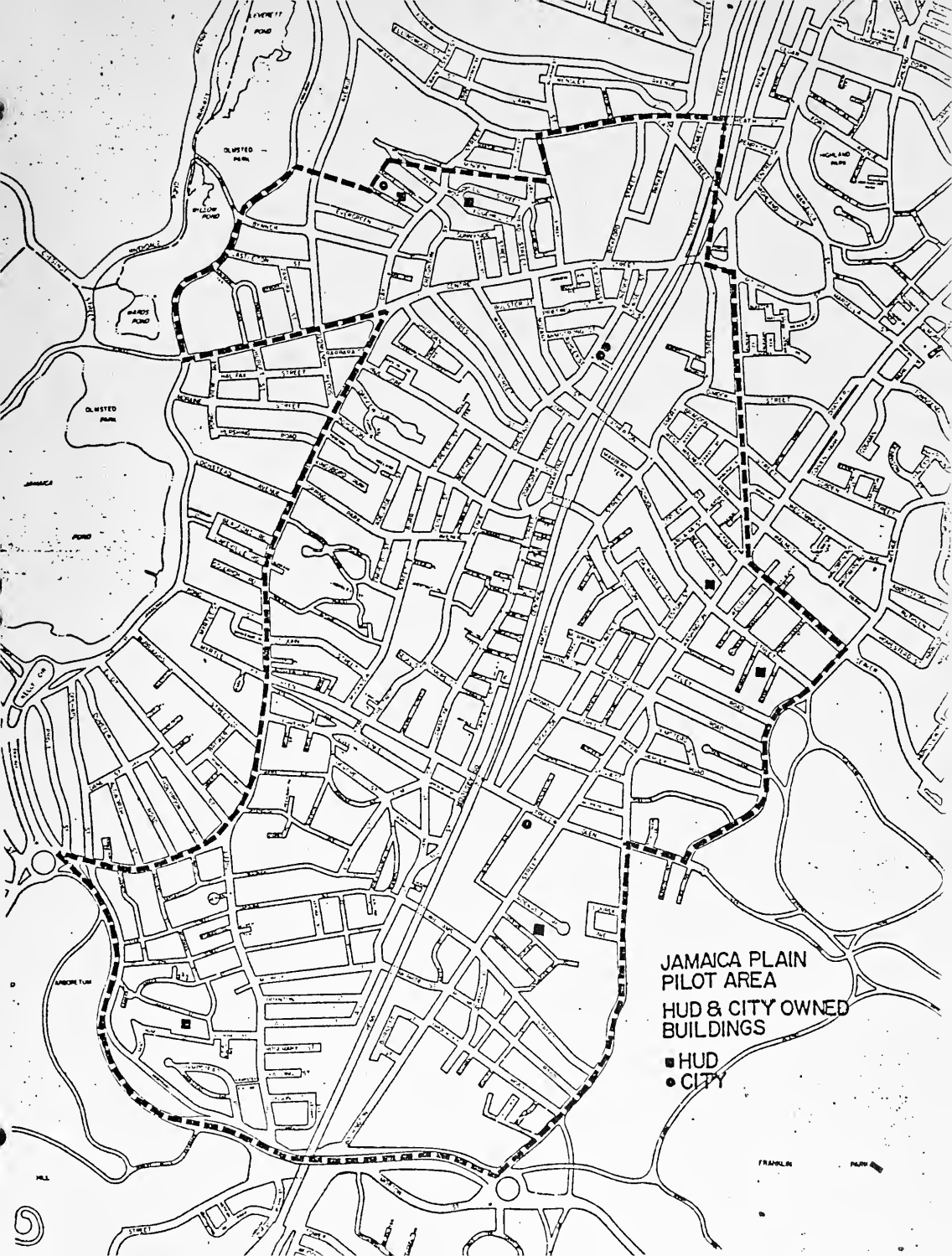




JAMAICA PLAIN  
PILOT AREA  
CENSUS TRACTS  
WITH BLOCK GROUPS



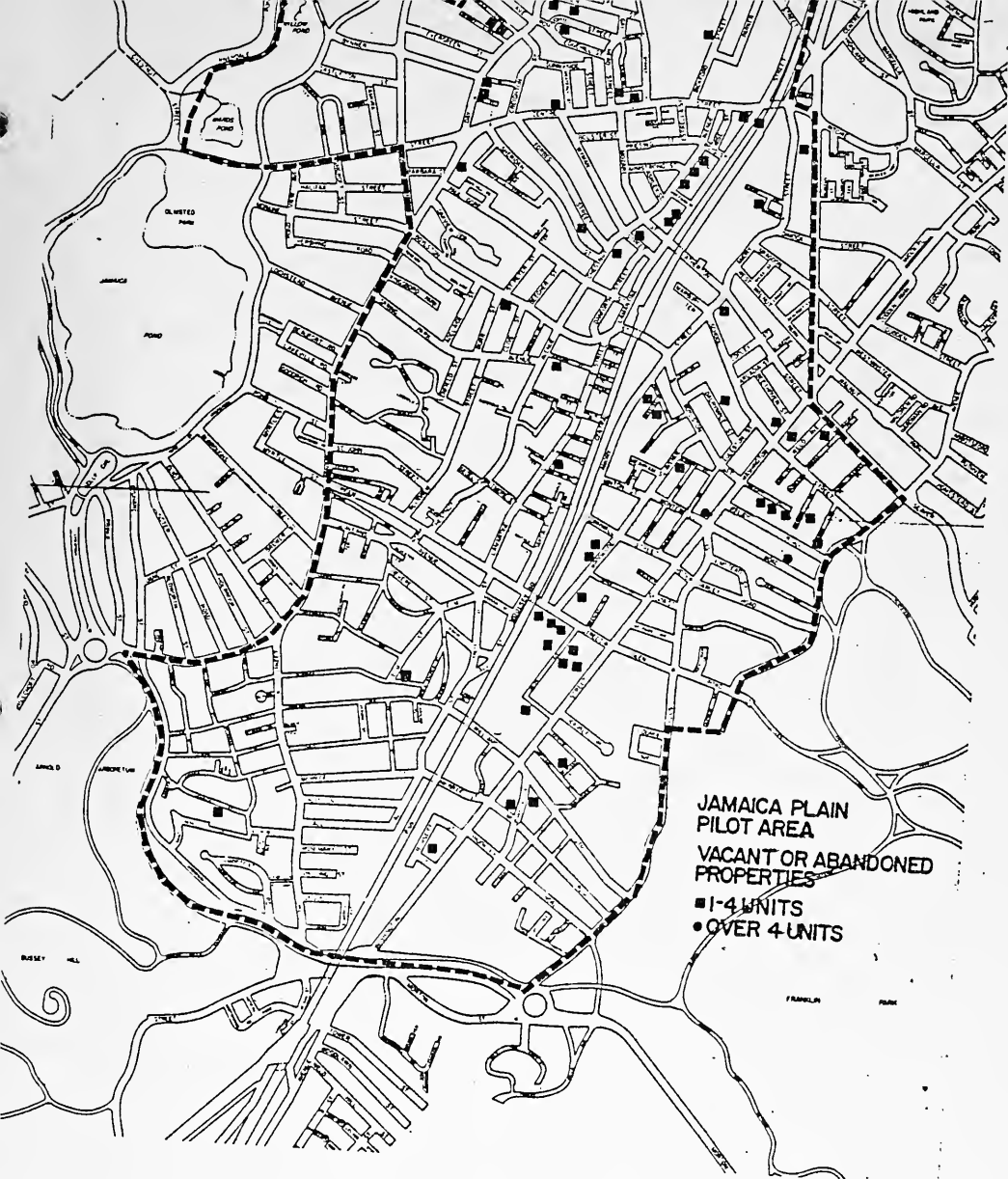




JAMAICA PLAIN  
PILOT AREA  
HUD & CITY OWNED  
BUILDINGS

- HUD
- CITY

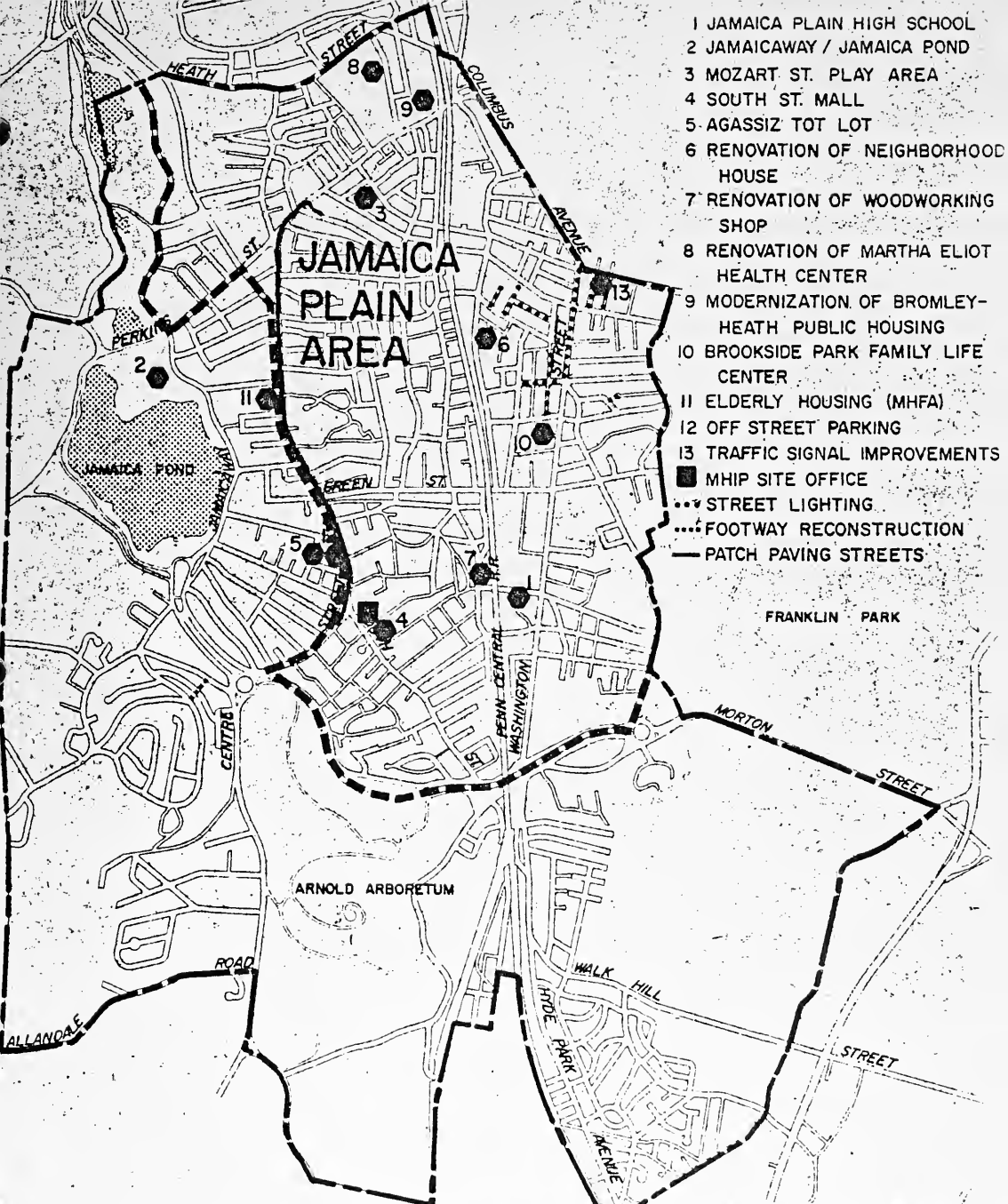




**JAMAICA PLAIN  
PILOT AREA  
VACANT OR ABANDONED  
PROPERTIES**

- 1-4 UNITS
- OVER 4 UNITS





# 1975 INVESTMENT PROGRAM

## JAMAICA PLAIN

0 800 1600 3200 FEET





## B. Brief History

Two major factors influenced the early development of Jamaica Plain: a new water supply and transit extensions. In 1795, the Jamaica Plain Aqueduct Company was formed. Its water system, which extended from Jamaica Pond to Fort Hill, was a major source of water supply to Boston until 1845. This water supply attracted industry to Jamaica Plain and tanneries and breweries grew up in the band from Roxbury Crossing to Forest Hills. In 1834, the Boston and Providence railroad was constructed along Washington Street. The railroad brought commuters to Jamaica Plain and the area was no longer to be a community of farmers and wealthy residents. The new commuters built Greek Revival, Italianate and mansard houses, many of which still remain.

The last half of the 19th century brought many physical changes to Jamaica Plain. In the 1870's the street car tracks were extended from Roxbury into West Roxbury along Washington Street and Centre Street. This improved access was a stimulant to construction of middle class residential areas throughout Jamaica Plain. Most of the old estates were subdivided and cross roads were built. The area which was most intensively developed at this time was central Jamaica Plain bounded by Centre Street, Green Street and the railroad. Most of the houses built were single or two-family, detached wooden structures, although three deckers were constructed near the borders of Roxbury and the manufacturing district.

While the district has some of the finest housing in the City in the Pond and Moss Hill sections, the areas closest to the Southwest Corridor have serious housing problems with moderate abandonment along the immediate right-of-way. Egleston Square and the Hyde Square area have been particularly hard hit with both commercial and residential deterioration. In addition, the whole band of central Jamaica Plain has been recently hard hit by bank lending practices which have placed a fairly tight lid on mortgages and housing rehabilitation money.

## C. Neighborhood Characteristics and Problems

### 1. Characteristics

#### HYDE SQUARE

Hyde Square is a residential area of approximately 9800 people and is characterized by a predominance of multi-family dwellings. This area (which includes the Bromley Heath public housing project) is experiencing an influx of new upwardly mobile Greek and Spanish-speaking (especially Cuban) residents. At the same time, the negative influence of the Bromley Heath project and the Southwest Corridor threaten the potential upgrading process.

Based on a 1969 BRA windshield survey, only 40% of the housing units in census tract 812 (which includes the Bromley Heath project) were in good condition.

Hyde Square contains approximately 35 retail stores, including an A&P supermarket adjacent to the Bromley Heath project. Until recently, almost 25% of the stores were vacant. At present the near complete occupancy (including many stores with specialty goods for the Spanish speaking population) indicates a renewed economic vitality in this area.





### Egleston Square/Stoneybrook

The Egleston Square/Stoneybrook area is a residential area of approximately 10,800 people, but also contains the major portion of Jamaica Plain's industrial uses. The area is characterized by two and three family frame dwellings, with various other housing types (mainly single family) interspersed throughout. The majority of Egleston Square's population is white, with a stable black population and a small but growing number of Spanish speaking people, many of whom are newly arrived Latin Americans.

Stoneybrook's population is less heterogeneous, with the white population accounting for nearly 95% of the total.

### Jamaica Central

Jamaica Central is a residential area of approximately 9300 people and is characterized by one and two family frame dwellings with various other housing types (particularly three deckers) interspersed throughout. Under the City's Community Improvement Program (CIP), many residential units have been rehabilitated and needed street improvements completed. Based on an exterior building condition survey completed in the summer of 1974, almost 85% of the total residential structures were in good condition, with 6-8% in fair condition and 6-8% in poor condition.

### Existing Problems

Jamaica Plain has traditionally been a family residential area with strong neighborhood ties. At present, however, there are many inter-related factors which, in various combinations, contribute to the deterioration of the housing stock and threaten the stability of many residential neighborhoods in Jamaica Plain.

Operating costs are going up faster than income and, in combination with high taxes and modest rents, restrict the funds available for maintenance or fix-up. In addition, it is extremely difficult, if not impossible, for some homeowners or potential buyers to obtain a mortgage or home improvement loan in some sections of Jamaica Plain. And, the presence of blighting influences such as the Washington Street "El", abandoned structures, debris strewn vacant lots, deteriorated public housing, objectionable industrial areas and the cleared tracts of land in the Southwest Corridor often discourage investment and lead to further decline in the quality of the district. Further, the uncertainty of plans for development of the Southwest Corridor has led to hesitations by some in making home improvements.

### D. Reasons for Neighborhood Selection

Several factors identify Jamaica Plain as an Urban Homesteading pilot neighborhood:



1. Abandonment in Jamaica Plain is not widespread and the number of vacant buildings to be rehabilitated falls easily within a two year programmatic goal.
2. Over 50% of the vacant buildings identified in October 1974 are no longer vacant, indicating that private market forces continue to operate.
3. Replacement buyers are still plentiful in Jamaica Plain. The area is becoming increasingly popular to the so-called "modernizers."
4. The general neighborhood has experienced racial in-migration without unusual turmoil. Approximately 60% of the population remains white, although a marked increase in the Spanish-speaking population can be observed, particularly in the Hyde Square area.
5. Areas in Jamaica Plain such as Hyde Square and Egleston Square as well as parts of Jamaica Central continue to serve as important options for moderate income housing. Market values for houses in these areas range from \$11,000-\$18,000. It is a modest neighborhood with a housing stock that is a vital commodity for lower income homeowners.
6. Real progress has been made with some elements of the banking industry in Jamaica Plain. "Green-lining" in Boston should have its first impact here.

E. Neighborhood Goals - See "Neighborhood Goals for the Four Pilot Areas" under Mattapan.



AREA III-DORCHESTER

MEETINGHOUSE HILL

A. Demographic Profile

Source: 1960-1970 U.S. Census-unless otherwise noted

Census tracts included in target area: 910 (part of block group 4); 915 (part of block group 3); 916 (all but part of block groups 2 & 3)

| <u>Population</u>          | <u>Meeting House Hill</u> | <u>Dorchester Planning District</u> | <u>City</u> |
|----------------------------|---------------------------|-------------------------------------|-------------|
| Total 1970                 | 13,147                    | 112,000                             | 641,000     |
| Total Black 1960           | 0<br>0%                   | 1,200<br>1%                         | 10%         |
| Total Black 1970           | 100<br>1%                 | 11,700<br>10%                       | 16%         |
| Total Spanish 1970         | 1%                        | 2%                                  | 3%          |
| Aged 60 yrs. & over '70    | 14%                       | 18%                                 | 18%         |
| Aged 18 yrs. & over '70    | 36%                       | 32%                                 | 28%         |
| Same residence over 5 yrs. | 55%                       | 55%                                 | 50%         |

Income

|                        |               |         |         |
|------------------------|---------------|---------|---------|
| Median Family (1970)   | \$9,000-9,200 | \$9,300 | \$9,100 |
| Families under \$5,000 | 18%           | 20%     | 22%     |

Approx. percent of families whose income does not exceed 80% of Boston median-(\$7300) 37%      Estimated percent of families below the poverty line: 14%  
Approx. percent of families whose income does not exceed 50% of Boston median (\$4500) 17%

Housing

|   |              |               |     |
|---|--------------|---------------|-----|
| Total Dwelling Units                      | 3,080        | 36,540        |     |
| Units needing fix-up in excess of \$1,000 | 1,100<br>36% | 10,170<br>28% |     |
| 1-4 owner occupied struc.                 | 79%          | 80%           | 80% |
| Single & two family struc.                | 21%          | 38%           | 15% |

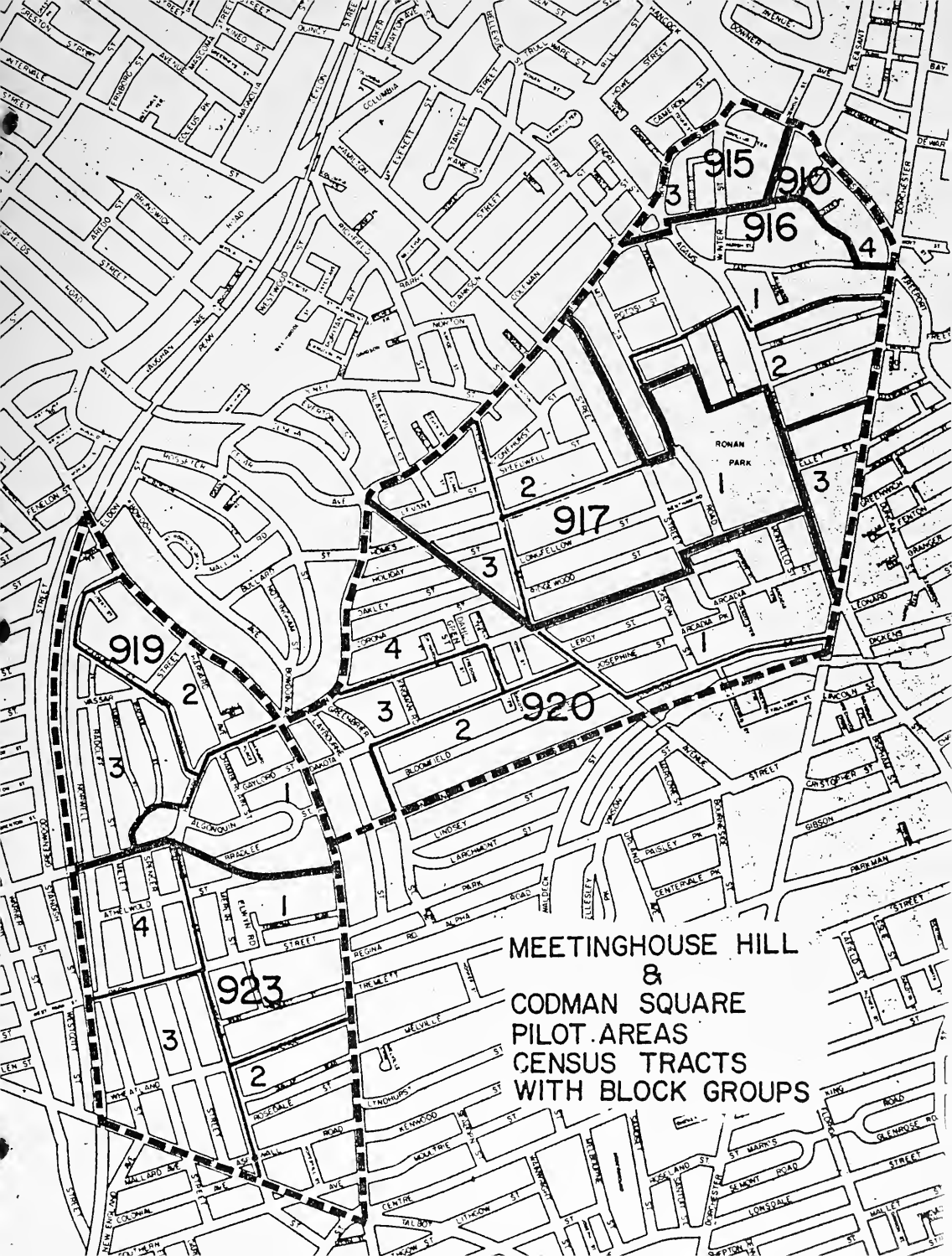
Estimated median price, single-family residential properties, previous 12 months-\$17,500 (District Planning Staff)

Estimated median price-City wide:

Existing \$23,000

New - not applicable





MEETINGHOUSE HILL  
&  
CODMAN SQUARE  
PILOT AREAS  
CENSUS TRACTS  
WITH BLOCK GROUPS

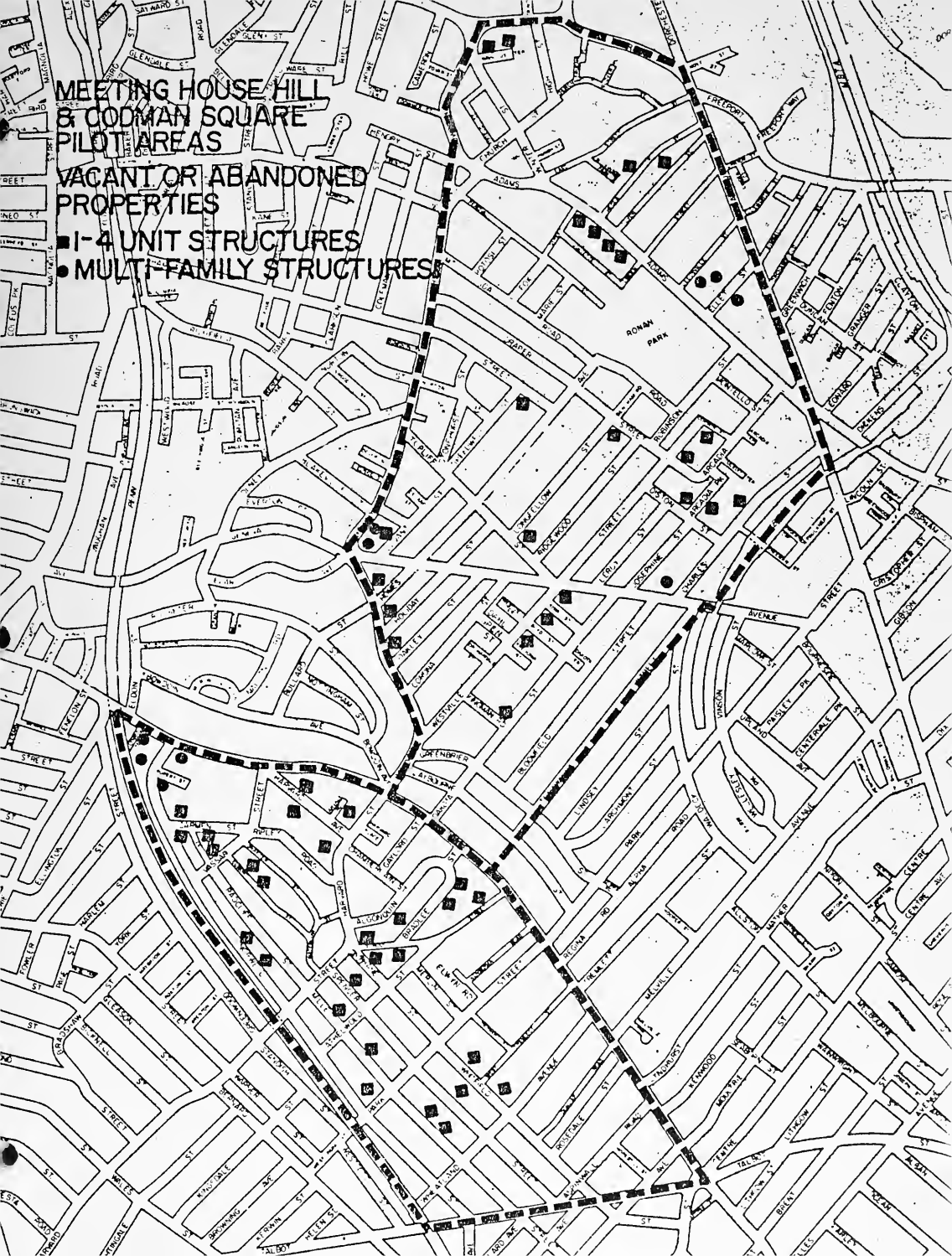




**MEETING HOUSE HILL  
& CODMAN SQUARE  
PILOT AREAS**

**VACANT OR ABANDONED  
PROPERTIES**

- 1-4 UNIT STRUCTURES
- MULTI-FAMILY STRUCTURES

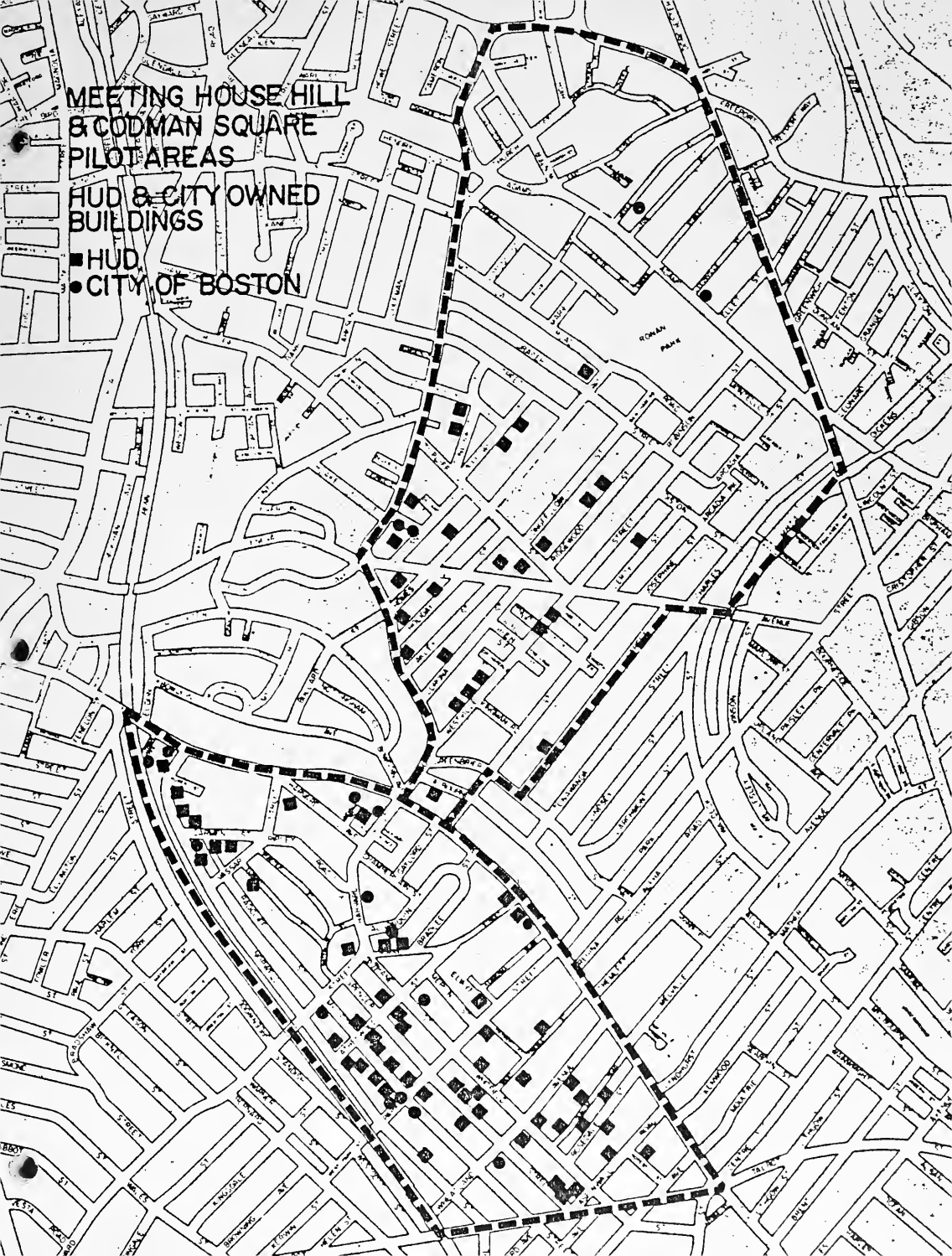




**MEETING HOUSE HILL  
& CODMAN SQUARE  
PILOT AREAS**

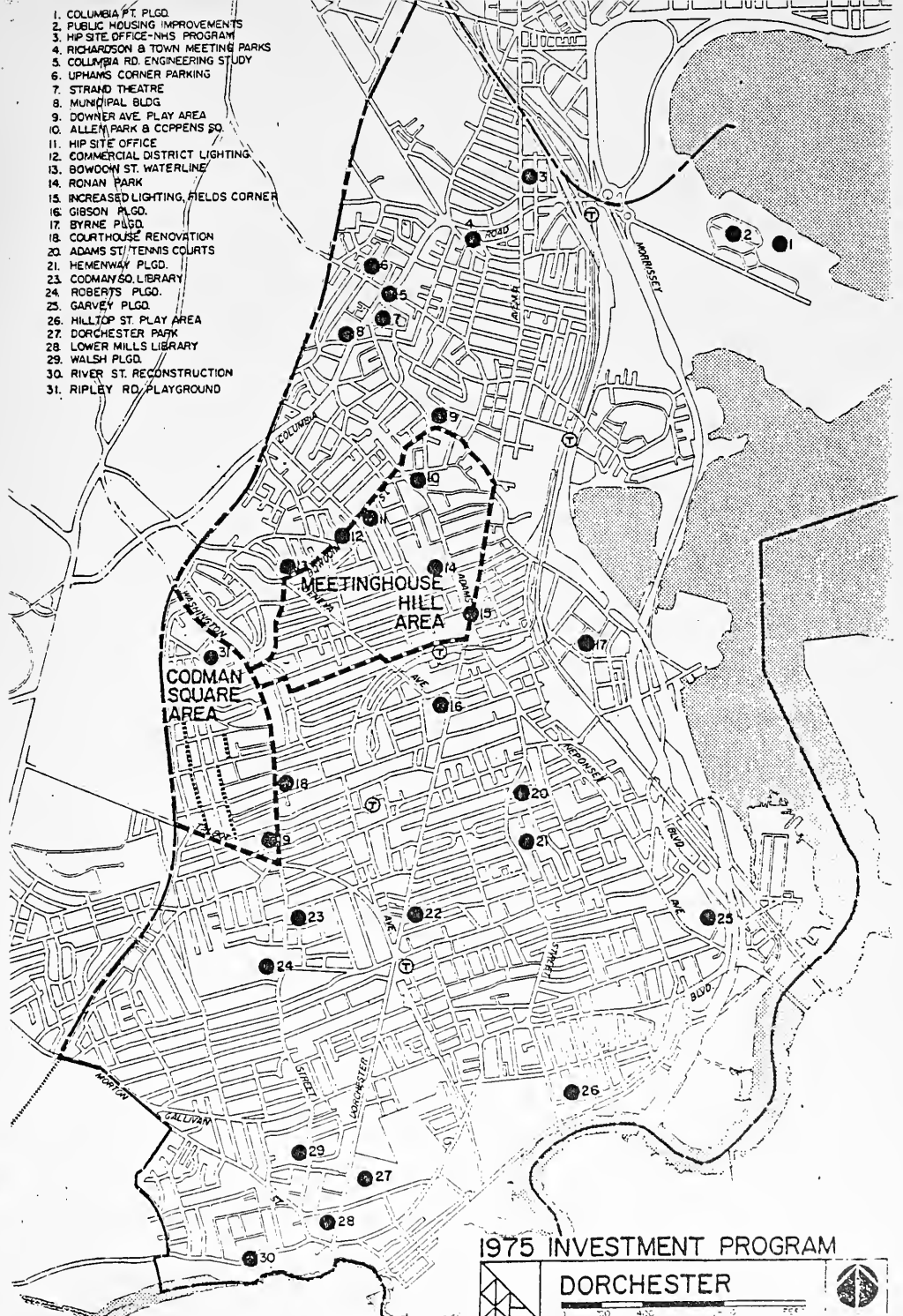
**HUD & CITY OWNED  
BUILDINGS**

- HUD
- CITY OF BOSTON



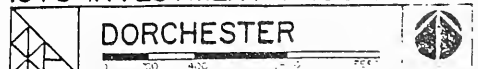


1. COLUMBIA PT. PLGO.
2. PUBLIC HOUSING IMPROVEMENTS
3. HIP SITE OFFICE-NHS PROGRAM
4. RICHARDSON & TOWN MEETING PARKS
5. COLUMBIA RD. ENGINEERING STUDY
6. UPHAMS CORNER PARKING
7. STRAND THEATRE
8. MUNICIPAL BLDG
9. DOWNER AVE. PLAY AREA
10. ALLEN PARK & COPPENS SQ.
11. HIP SITE OFFICE
12. COMMERCIAL DISTRICT LIGHTING
13. BOWDOIN ST. WATERLINE
14. ROMAN PARK
15. INCREASED LIGHTING, FIELDS CORNER
16. GIBSON PLGO.
17. BYRNE PLGO.
18. COURTHOUSE RENOVATION
20. ADAMS ST./TENNIS COURTS
21. HEMENWAY PLGO.
23. CODMAN SQ. LIBRARY
24. ROBERTS PLGO.
25. GARVEY PLGO.
26. HILLTOP ST. PLAY AREA
27. DORCHESTER PARK
28. LOWER MILLS LIBRARY
29. WALSH PLGO.
30. RIVER ST. RECONSTRUCTION
31. RIPLEY RD. PLAYGROUND



1975 INVESTMENT PROGRAM

DORCHESTER





## B. Brief History

The Town of Dorchester was settled and incorporated in 1630. For nearly 200 years it developed primarily as a farming area with the waterfront and the Neponset River providing the basis for small commercial villages at Lower Mills and near Commercial Point.

In 1804 South Boston was separated from Dorchester and annexed to the City. Dorchester was further reduced in size when, in 1868, Hyde Park became a separate town. Two years later Dorchester, a rural town of 12,000 residents, was annexed to the City of Boston and a period of very rapid suburban development began. Based on the extension of the street car lines and the municipal water supply, the population rose rapidly to 150,000 persons by 1920, close to the present level.\*

One and two family houses in a variety of Victorian styles were constructed throughout Dorchester from 1880-1900. Later a new building code stimulated the development of the three family housing style which became known as the "triple decker". Built in a wide range of sizes, styles and quality, ranging from spacious and elegantly detailed to the simplest of basic housing, triple deckers were popular in most sections of the City being developed at this time, springing up on vacant land between existing buildings and lining new streets with rows of front porches and bay windows.

The street car lines produced a pattern of commercial strip development along major streets, providing services within walking distance of most dwellings and convenient to the major transportation system.

After World War II, enormous nationwide changes in patterns of development resulted from new highway construction, widespread automobile ownership, availability of VA and FHA mortgages; the growth of truck transportation and the "baby boom". The pendulum of taste swung sharply toward a suburban ideal of single family homes, quarter acre lots, drive-in stores and truck oriented businesses. The rapid suburban expansion into Milton, Randolph and similar towns drained many of the upper and middle income residents and more importantly their children from the residential neighborhoods of Dorchester.

The Meetinghouse Hill Area of Dorchester is one of the oldest settlements of Dorchester. The area contains the First Parish Church of Dorchester. The Congregation was established in 1630; the present Church dates to 1894. It also contains one of the largest Catholic parishes in Boston, St. Peter's which was established in the early 1900's. Although the majority of Meetinghouse Hill was developed during the 1890-1910 era there are still some Colonial and Federal Period homes in the area.

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\* Historical Dorchester, including Mattapan and Franklin Field today has a population of some 180,000. The Dorchester Planning District, has 112,000





### C. Neighborhood Characteristics/Problems

The pilot area is more appropriately called Ronan Park or Lower Meetinghouse Hill and is bounded by Hancock Street, Dorchester Avenue, Charles Street, Geneva Avenue, and Bowdoin Street.

Meetinghouse Hill which is predominantly white is the most densely developed section of Dorchester with only 21% of its dwelling units in single and two family houses. There are few large apartment buildings in the area, the majority of the buildings being three family structures. Although in 1970 income levels, owner occupancy, residential stability and minority population were generally similar to the rest of Dorchester, building conditions were substantially worse than these adjacent areas. This may be the result of a fear on the part of some property owners that racial change will occur and might cause property values to decline. The high proportion of children in the neighborhood may also be causing deterioration of the relatively high density three family housing stock.

The Meetinghouse Hill Area has traditionally been a strong neighborhood characterized by strong political and religious ties. Since the 1960's this stability has been threatened by the fear of racial change and an inadequate number of replacement buyers, which has led to some disinvestment and abandonment.

### D. Reasons for Neighborhood Selection

In Meetinghouse Hill, replacement buyers are scarce, primarily because of the mismatch between incomes and cost. The test issue in Meetinghouse Hill is whether a demonstration program along with other concentrated city activity can generate a positive marketing force to find 15-20 buyers in this neighborhood.

The following factors explain why Meetinghouse Hill was selected as a pilot neighborhood:

- 1) Available HUD properties are adjacent to pockets of market strength within the neighborhood.
- 2) The architectural attractiveness of the numerous federal and Victorian structures within the neighborhood should appeal to the "young modernizer" homebuyer.
- 3) Locational advantages, such as proximity to the Fields Corner M.B.T.A. station will assist housing demand given renewed buyer and bank confidence in the area.
- 4) Currently renting lower income white residents as well as minority buyers will be provided homeownership opportunities.
- 5) There is a strong neighborhood non-profit group and three Civic Associations with individuals who have demonstrated their willingness to commit their energy and organizational skills to neighborhood betterment.

E. Neighborhood Goals - See "Neighborhood Goals for Four Pilot Areas" under Mattapan.

E

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AREA IV-DORCHESTER

CODMAN SQUARE

A. Demographic Profile

Source: 1960 and 1970 Census, unless noted

Census tracts included in target area: 923 (all); 919 (Block groups 3,4, part of 2)

| <u>Population</u>          | <u>Codman Square</u> | <u>Dorchester Planning District</u> | <u>City</u> |
|----------------------------|----------------------|-------------------------------------|-------------|
| Total 1970                 | 6122                 | 112,000                             | 641,000     |
| Total Black 1960           | 110<br>1%            | 1,200<br>1%                         | 10%         |
| Total Black 1970           | 4,300<br>53%         | 11,700<br>10%                       | 16%         |
| Total Spanish 1970         | 4%                   | 2%                                  | 3%          |
| Aged 60 yrs & over '70     | 11%                  | 18%                                 | 18%         |
| Aged 18 yrs. & under '70   | 42%                  | 32%                                 | 28%         |
| Same Residence over 5 yrs. | 40%                  | 55%                                 | 50%         |

Income

|                        |               |         |         |
|------------------------|---------------|---------|---------|
| Median Family 1970     | \$7,500-9,000 | \$9,300 | \$9,100 |
| Families under \$5,000 | 25%           | 20%     | 22%     |

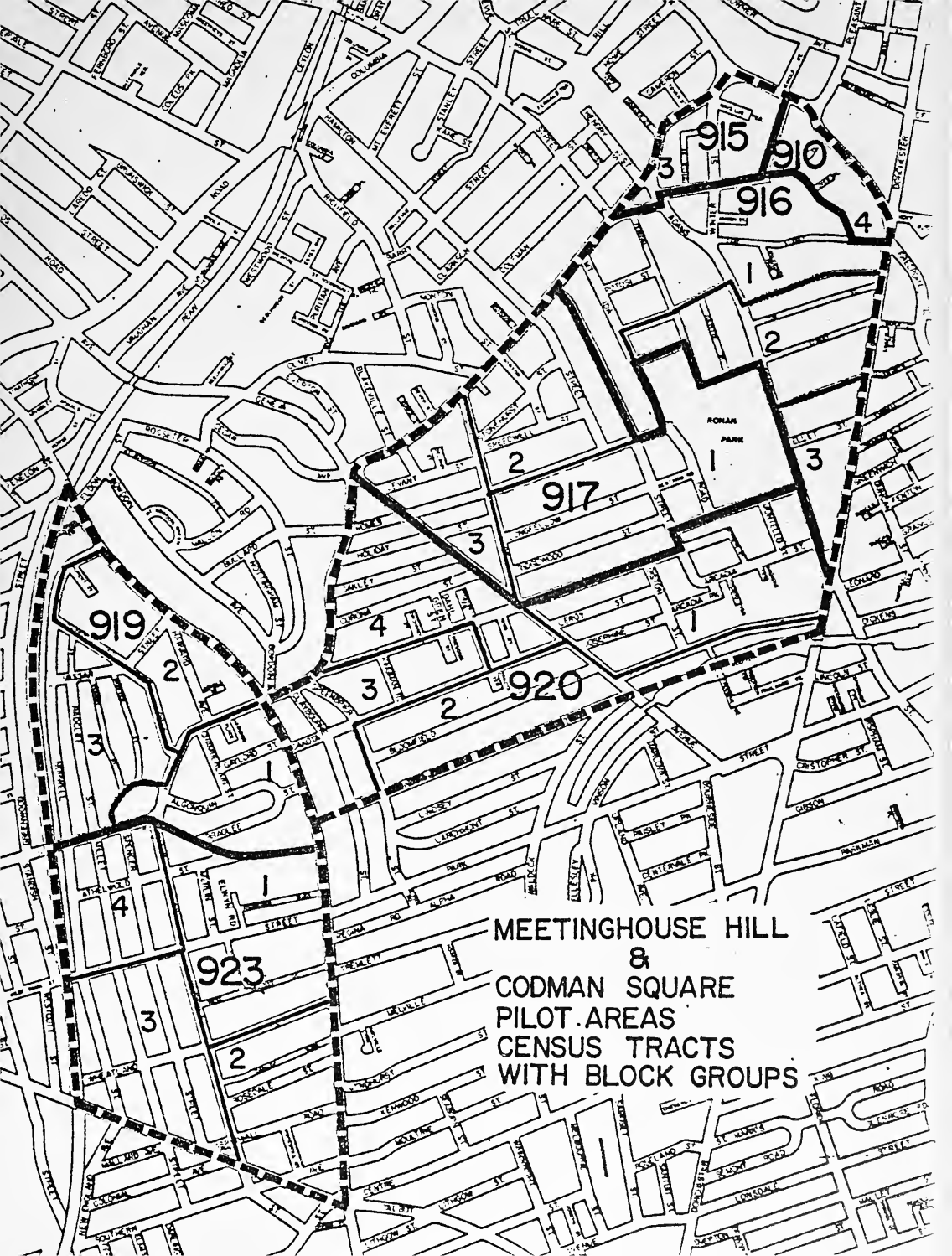
Approx. percent of families whose income does not exceed 80% of Boston median (\$7300)=46%      Estimated percent of families below the poverty line: 14%  
 Approx. percent of families whose income does not exceed 50% of Boston median (\$4,500)=27%

Housing

|   |              |               |     |
|---|--------------|---------------|-----|
| Total Dwelling Units                      | 2,480        | 36,540        |     |
| Units Needing Fix-up in excess of \$1,000 | 1,130<br>46% | 10,170<br>28% |     |
| 1-4 unit owner occup. struc.              | 80%          | 80%           | 80% |
| Single & two family struc.                | 32%          | 38%           | 15% |

Estimated median price, single family residential properties previous 12 months-\$15,000 (District Planning Staff)      Estimated median price City wide:  
 Existing-\$23,000  
 new - not applicable





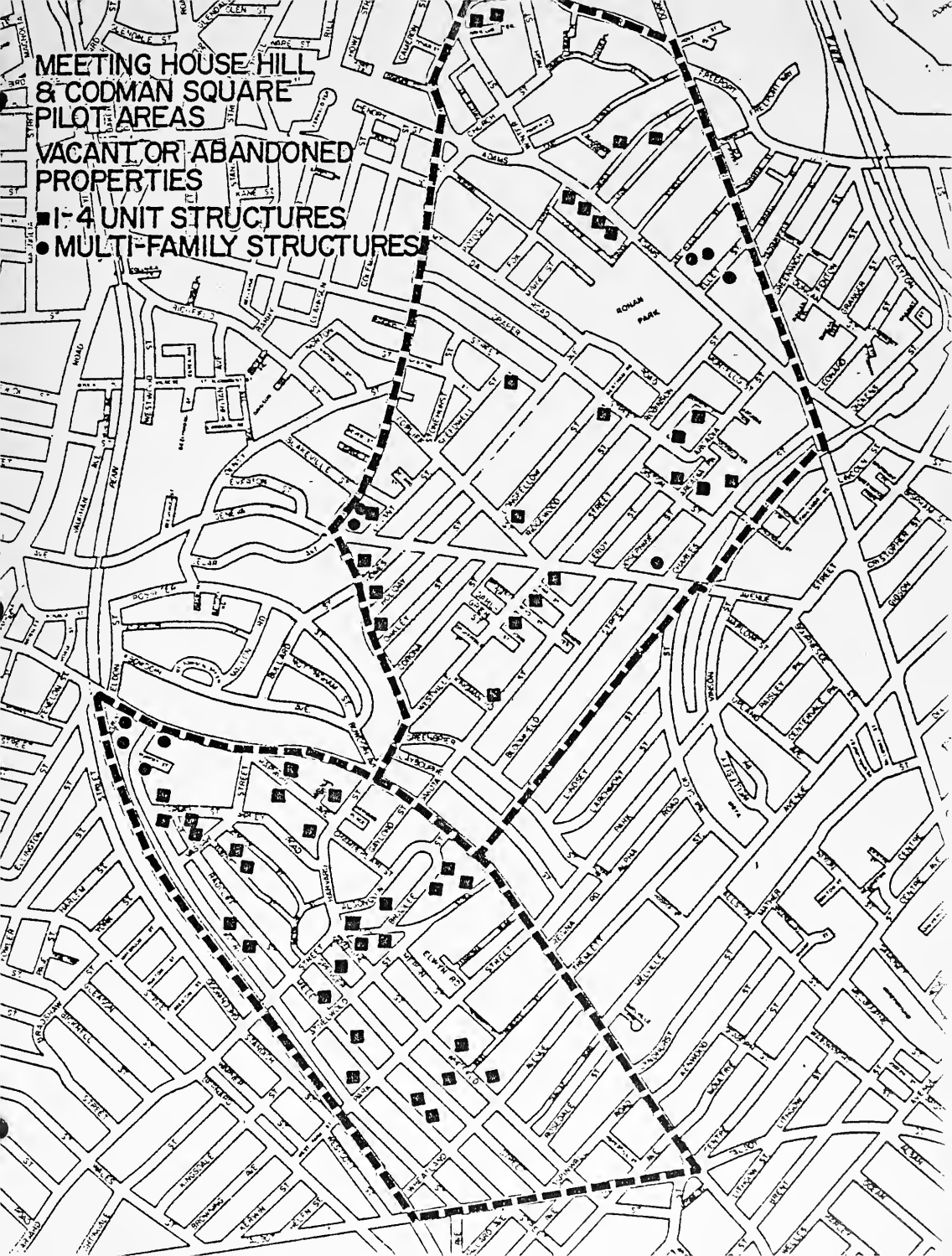
MEETINGHOUSE HILL  
&  
CODMAN SQUARE  
PILOT AREAS  
CENSUS TRACTS  
WITH BLOCK GROUPS



**MEETING HOUSE HILL  
& CODMAN SQUARE  
PILOT AREAS**

**VACANT OR ABANDONED  
PROPERTIES**

- 1-4 UNIT STRUCTURES
- MULTI-FAMILY STRUCTURES



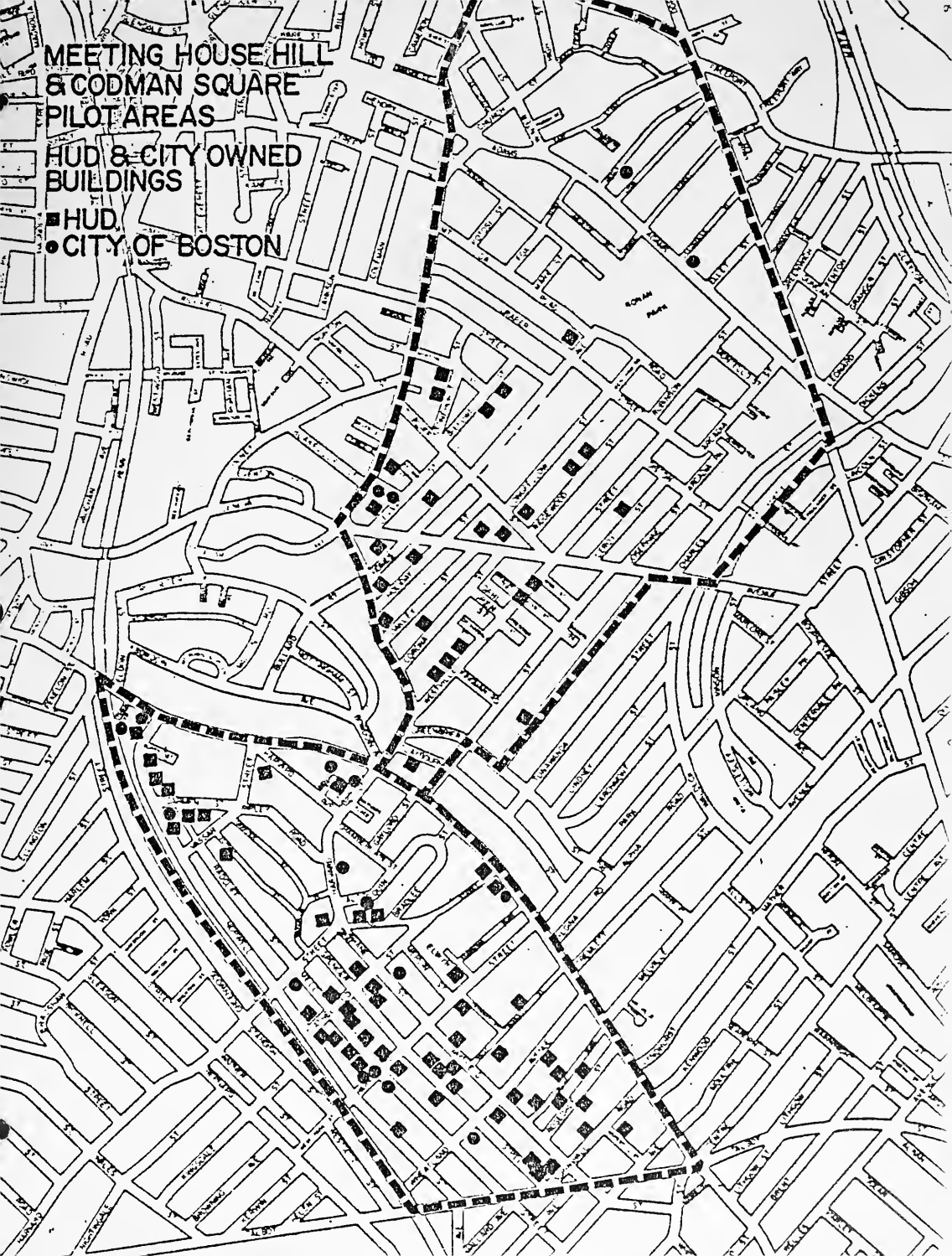




**MEETING HOUSE HILL  
& CODMAN SQUARE  
PILOT AREAS**

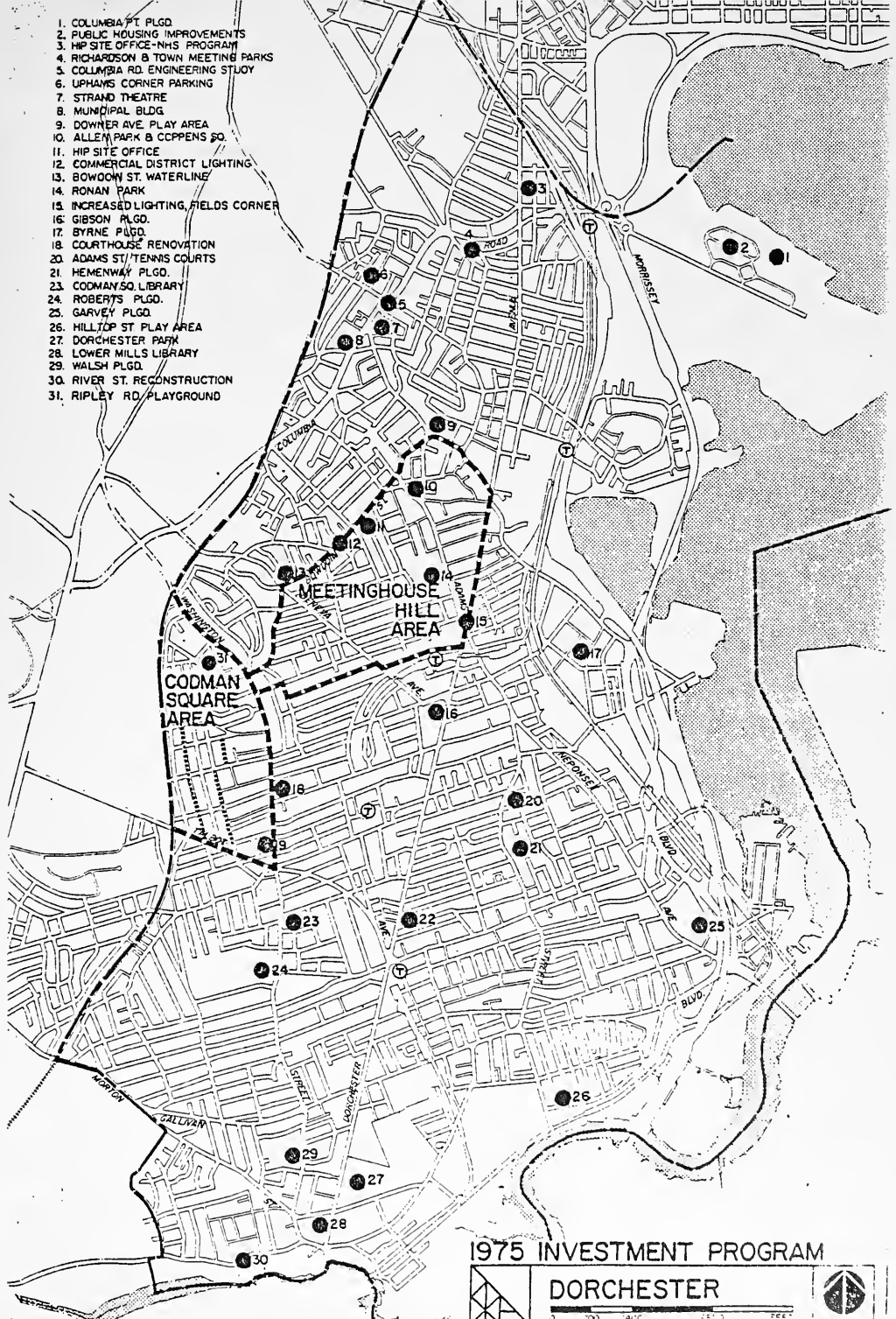
**HUD & CITY OWNED  
BUILDINGS**

- HUD
- CITY OF BOSTON





1. COLUMBIA PT. PLGD.
2. PUBLIC HOUSING IMPROVEMENTS
3. HIP SITE OFFICE-NHS PROGRAM
4. RICHARDSON B. TOWN MEETING PARKS
5. COLUMBIA RD. ENGINEERING STUDY
6. UPHAMS CORNER PARKING
7. STRAND THEATRE
8. MUNICIPAL BLDG.
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28. LOWER MILLS LIBRARY
29. WALSH PLGD.
30. RIVER ST. RECONSTRUCTION
31. RIPLEY RD. PLAYGROUND



1975 INVESTMENT PROGRAM

DORCHESTER





## B. Brief History

The Northwest section of Codman Square was predominantly farmland before the street car lines were extended from Codman Square to Mt. Bowdoin and Peabody Square. The second parish Church of Dorchester, built in 1804 is located in the Square. The Square itself was the location of the Town Hall of Dorchester before it was annexed to the City of Boston in 1870. By 1900 Codman Square was established as one of the major commercial areas in Dorchester. From 1890 to 1920 the area was developed with 1,2 and 3 family structures. Some areas however were characterized by 6 family frame structures within the area and multi-family masonry buildings along major arterials.

## C. Neighborhood Characteristics/Problems

### Northwest Codman Square

Codman Square West has experienced significant changes since 1960. The Black population increased rapidly from 1% to 53% in 1970, a trend which has continued. There is also a substantial Spanish speaking population. The influx of young families has resulted in a high percentage of children, a low percentage of elderly and a low percentage of people living in the same house for more than five years. Although incomes are low, home ownership has remained high. Building conditions are poor, however, and low income homeowners are having difficulty maintaining their property. There has been a large number of mortgage foreclosures and buildings abandoned or demolished. There have also been successful community efforts to encourage residents to improve their property despite other problem buildings in the area. Marginal use of industrially zoned land along the Midlands Branch Railroad has been a negative influence on the community and there is no rapid transit service.

There is no comprehensive data available since the 1970 Census and the 1972 building condition survey, but it is clear that in this neighborhood the blockbusting type of fears of complete racial change, declining property values, and concentrated mortgages for low income homeowners have resulted in a continued decrease in the White population since 1970 and a deteriorated housing stock with which new, predominantly Black owners must struggle in order to bring it back to acceptable standards. Since 1972, the problems associated with excessively low down payments for homes, lack of information about needed repairs and excessively high prices in relation to the condition of the building and the income of the owner, have been aggravated by the national economic recession and the rapid inflation which have affected lower income people most drastically. The shortage of mortgage money and home improvement loan money and the high rates when it was available over the past two years have also made it more difficult for people to improve their homes or to sell them to a new owner. All of these factors have probably contributed to a decline on building conditions, particularly in this area of recent racial transition.



Codman Square's older neighborhood commercial center like others around the City - is faced with declining retail volumes and security problems that have resulted in boarded up stores and business failures in this center. Built at the height of Dorchester's population, this center has been hard hit by competition from suburban-style shopping centers, insufficient parking, shifting product demands, high incidence of theft, robbery and vandalism, a decrease in purchasing power in the surrounding neighborhoods, and relatively high rents and taxes.

D. Reasons for Neighborhood Selection

The following factors explain why Codman Square was selected as a pilot neighborhood.

- 1) Two neighborhood groups have demonstrated particular commitment to the area. Both groups have sponsored widespread Home Improvement activity.
- 2) There are a large number of HUD properties in the area.
- 3) The accelerated racial transition of the past 15 years has stopped.
- 4) New owner-occupants are emerging
- 5) Since the City began a concentrated demolition program, the appearance of the area has improved so that a concerted effort is now necessary on all HUD property.

E. Neighborhood Goals - See "Neighborhood Goals for four Pilot Areas" under Mattapan.

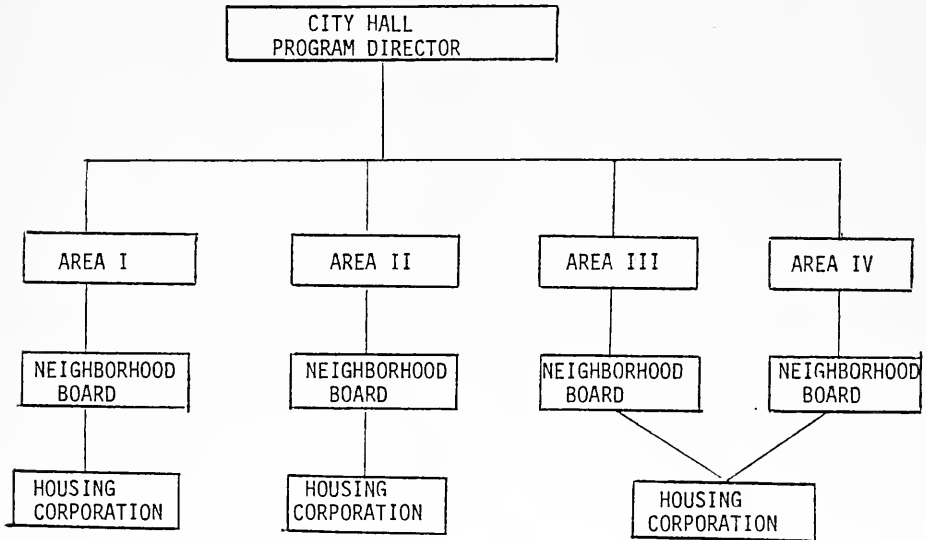




B. HOMESTEAD PROGRAM ADMINISTRATIVE STRUCTURE

This section of the chapter will describe the administrative structure of the homesteading program and the interrelation of the community groups to the central City Hall administration.

The Administrative structure of the homestead demonstration breaks into three major components: central City administration, neighborhood boards, and housing corporations. The City will be responsible for insuring compliance with the program elements. If awarded the demonstration grant, the City will enter into contract with HUD and will coordinate the implementation of the program. The neighborhood boards will set policy guidelines for each of the target neighborhood models, assist in homesteader selection and marketing. The housing corporations will perform technical rehabilitation services, including the drawing up of plans and specifications, rehabilitation counseling, and assist in general contracting. The intent of this administrative structure is to insure community sensitivity and programmatic responsibility.





The Homesteading program will be administered through a central organization within the Office of Community Development. Specifically, the Mayor will appoint an urban homesteading director who will have responsibility for insuring the compliance of all program elements. The program director will coordinate the activities of all City agencies involved in the program and will work closely with the neighborhood advisory boards and the housing corporations in each of the target areas.

The program director has overall responsibility of the program for the City as grantee. He will delegate responsibility for many of the program elements to the neighborhood groups.

The neighborhood boards, which will be composed of representatives of community organizations in the target areas, will have the responsibility for:

- 1) Setting standards for the property selection process.
- 2) Interviewing and giving final approval to the selection of the individual homesteader.
- 3) Assisting in the marketing of the program.
- 4) Giving basic policy guidance to the housing corporation.

The housing corporation, a non-profit organization with rehabilitation skills, will be responsible for the following:

- 1) Selecting properties from the HUD inventory, based on recommendations from the neighborhood board;
- 2) Drawing up plans and specifications, when capable, for the required rehabilitation. These plans and specifications will be submitted to HIP for approval;
- 3) Marketing the properties;
- 4) Interview homestead applicants and make recommendations to the neighborhood board for final approval;
- 5) Accept title to the property from the BRA and convey that property to an individual homesteader at the beginning of the rehabilitation process.
- 6) Solicit bids from various subcontractors;
- 7) Assist the homesteader in the rehabilitation process;
- 8) Provide continuing homeownership and financial counseling;



- 9) Perform periodic inspection of the property and be a co-signer of the progress payments;
- 10) Monitor the progress of the homesteader during the three year required, residency term.

There will be variations within the above list depending on the capabilities of the individual housing corporation. There are four neighborhood boards and three housing corporations for the four pilot areas. The following section will give a brief description of the administrative structure of each neighborhood board and housing corporation, the type of services that will be provided by them to the homesteader, and their relationship to the Central City Administration.

### JAMAICA PLAIN

#### Description of Housing Corporation and Services

Urban Edge, Inc. is a non-profit real estate corporation serving families in Jamaica Plain and other neighborhoods on the "urban edge" of Boston. Urban Edge is governed by a Board of Directors who volunteer their board time as concerned citizens, and reflect the cultural and ethnic diversity of Jamaica Plain and nearby neighborhoods. Employees are salaried, not on commission; appropriate fees and commissions are charged if a transaction is completed. The full time staff includes a licensed real estate broker, who is the director of Urban Edge, and a licensed real estate salesman who is the counselor.

At present, Urban Edge offers the following services:

- a. Complete services of a licensed real estate brokerage which will list, show, and assist in the sale of properties.
- b. Information and guidance to persons either interested in purchasing a home now or in finding out more about the process for future use.
- c. Insured property condition reports.
- d. Assistance in mortgage placement.
- e. Notary services.
- f. Assistance in accomplishing home improvements or complete renovations, both with work done by the homeowner and with work contracted out to tradesmen.



### Jamaica Plain Neighborhood Board:

Urban Edge will be the housing corporation, a community wide group made up of local civic and neighborhood groups - will be the neighborhood board.

### Relationship to the central City Administration

The City Administration will contract with Urban Edge to ensure compliance with the program elements. Other City supervision will include:

- 1) General monitoring of progress.
- 2) Sign-off of rehabilitation plans.
- 3) Assistance in the assembling of the financial package.
- 4) Final approval of rehabilitation.
- 5) Coordination of City Services outlined in the previous section.

### WELLINGTON HILL

#### Description of Housing Corporation and Services

The housing corporation for the Wellington Hill target area will be Community Training Dynamics (CTD). CTD is a non-profit corporation which assists individuals with the purchase and rehabilitation of housing. Their work is concentrated primarily in the Mattapan and Dorchester areas of Boston.

The present staff of Community Training Dynamics (CTD) works on a commission basis. Their staff consists of the following:

Executive Director, responsible for program administration, budget preparation, fund-raising.

Training Director, develops jobs for, organizes and directs the training of minority residents in five construction and related trades.

Director, Boarding-Up Program, in-shop training of apprentices, instructor, supervisor, of rehabilitation construction.

Counselor/Job Developer, responsible for intake, orientation, trouble-shooting, job development/placement, evaluation and follow-up of trainees in construction.

Accountant (part-time)

Attorney (part-time)

Secretary





The overall structure includes six divisions:

Boarding Up division

Training Division

Housing Management Division

Drywall Division

Housing Rehabilitation Division

General Contracting Division

In the past, CTD has performed the following services:

- 1) Developing plans and specifications for rehabilitation
- 2) General Contracting
- 3) Rehabilitation Counseling
- 4) Financial Counseling
- 5) Training workers for the building trades

These services will be continued and expanded under the homesteading program.

The Section 810 Urban Homestead Program will allow CTD to apply their rehabilitation skills to a deeper rehab - homeownership approach. They have already developed marketing skills and rehabilitation expertise. More importantly, they are well respected in the Mattapan community. The combination of these attributes will put CTD in a position to attract capable homesteaders and help them through the Homestead process. While their scope of services will closely resemble that of Urban Edge, the nature of the Mattapan community and the volume of property handled will differ dramatically.

#### Wellington Hill Neighborhood Board

Members of the Mattapan Housing Commission (MHC) (composed of 40 representatives from neighborhood block associations) will act as the neighborhood policy board and will assist with marketing, homebuyer selection and post occupancy counseling.

#### Relationship with Central City Administration

The City will perform the same service to CTD and MHC as performed to Urban Edge in Jamaica Plain.



## MEETINGHOUSE HILL AND CODMAN SQUARE

### Description of Housing Corporation and Service

The Housing Technical Services Corporation will be the neighborhood housing group responsible for administering the Homesteading Program in the Meeting House Hill and Codman Square target areas.

HTSC was organized in 1974, for the purpose of lessening neighborhood tensions and combating community deterioration. At this time, HTSC exists only as an active Board of Directors. However, the group has submitted a proposal which, if funded and approved would enable them to hire a staff and provide valuable housing services. Although HTSC does not have the personnel or the track record of a CTD or an Urban Edge, it was selected because of the unique opportunity to set up an active housing agency and at the same time conduct a demonstration homesteading program in a section of the City which needs one.

The HTS Board of Directors is composed of representatives from the University of Massachusetts, the City of Boston, and the following community groups: Dorchester United Neighborhood Association, Dorchester Community Action Council, Columbia-Savin Hill Civic Association, and the Jones Hill Civic Association. Board members provide assistance and services to the resident owners, tenants, businesses and community organizations in the neighborhood with respect to housing and other neighborhood needs; they disseminate information to the community on housing and other subjects of community interest. Member groups work in a watchdog and advocacy role to provide assistance in improving housing, city services and public facilities.

In order to implement the homesteading program, HTSC is prepared to hire the following staff: a full or part-time Director, a rehabilitation specialist, rehabilitation support staff and clerical help.

As a housing corporation and in the Homestead Program, HTSC's activities will resemble Urban Edge and CTD except it will rely more on the City's rehabilitation expertise as provided through HIP.

It is HTSC's interest to expand beyond the urban homestead demonstration. HTSC plans to develop a list of local, skilled reliable workers to be used on rehab jobs. Once it builds up a workload in the community and a relationship with local workmen, it will set up a workmen's cooperative. HTSC also proposes to negotiate for discounts on all building materials and household equipment; to set up a tools "bank" for residents to borrow, use and return; to organize classes in home repair skills; and to assist with the disposition of City, HUD or privately-owned abandoned property within their service area.

### Neighborhood Board

HTSC will be the housing corporation for two target areas: Meetinghouse Hill as well as Northwest Codman Square. The neighborhood



boards, however, will differ. In Meetinghouse Hill, the following community groups will comprise the neighborhood board: the Dorchester United Neighborhoods Association, the Dorchester Community Action Council, the Meetinghouse Hill Improvement Association, the Mt. Bowdoin Betterment Association and the Fields Corner Civic Association.

In the Codman Square area, the neighborhood board will consist of the following community groups: the Dorchester United Neighborhoods Association, the Codman Square Civic Association, the Area Cooperative Team, various block associations and the Dorchester Area Planning Action Council. These neighborhood policy boards will help recruit homestead applicants and market available properties.

#### Relationship to Central City Administration

HTSC lacks the rehabilitation expertise which CTD and Urban Edge have already demonstrated. The City's Housing Improvement Program will work closely with HTSC and will assist in the training of a rehabilitation expert.



### CHAPTER III

#### BOSTON'S URBAN HOMESTEADING PROGRAM: COMMON PROGRAM ELEMENTS

Although Boston's Urban Homesteading Program will operate in four different neighborhoods, each with different administrative structures, several elements of the program will be common throughout all four areas. These common program elements, described in this chapter, include:

- A. Timetable for the implementation of the demonstration;
- B. Homestead property marketing procedures;
- C. Homesteader selection criteria;
- D. Rehabilitation financing procedures;
- E. Equal opportunity;
- F. Disposition of other abandoned property;
- G. Remedies for noncompliance with the basic homesteading requirements.





### III A. Timetable for the implementation of the demonstration

The following is the proposed timetable for the marketing, homesteader selection, property rehabilitation elements of the proposed program. This timetable assumes an October 1 approval date and approximately 100 HUD units to be homesteaded in five groups spaced over a two-year period.

- 0 Week....Application approval, housing corporations begin gear up.  
(Oct. 1) Marketing preparations, City formalizes financial arrangements with lenders and FHA
- 4 Weeks...City, HUD, Neighborhood Board (NB) and Housing Corporation (HC)  
(Nov. 1) review and designation of HUD inventory
- 6 Weeks...Begin marketing activities by all Neighborhood Boards and Housing  
(Nov. 15) Corporations, begin screening of Homestead applicants, perform initial credit checks, develop work write-ups.
- 12 Weeks...5 homesteaders selected by Housing Corporations with the approval  
(Jan. 1) of the Neighborhood Boards, Housing Corporation with the homesteader review rehab plans with HIP, authorization is given, Housing Corporation with homesteader approach participating lending institution. Final credit check is performed.
- 14 Weeks...Agreements are signed, title is transferred: HUD - BRA - Housing  
(Jan. 15) Corporation - Homesteader
- 15 Weeks...Rehabilitation begins, inspection at periodic intervals, selection  
(Jan. 22) process for next set of homesteaders occurs, occupancy begins as soon as possible.
- 21 Weeks...Second group of five homesteaders selected by housing corporation  
(Feb. 7) with approval of neighborhood board, plans and specifications finalized, financial package assembled
- 23 Weeks...Title transfer  
(Feb. 22)
- 24 Weeks...Rehabilitation begins for second group of homesteaders, monitoring  
(March 1) continues for initial group
- 30 Weeks...Third group of homesteaders is selected, plans & specifications are  
(April 15) finalized, financial packages are assembled
- 32 Weeks...Title is transferred  
(June 1)
- 33 Weeks...Rehabilitation begins for third group of homesteaders, monitoring  
(June 7) continues for first and second group of homesteaders.



38 Weeks.....Fourth group of homesteaders is selected by housing corporation  
(July 22) with the approval of the neighborhood board, plans and specifications  
are finalized, financial package is assembled.

41 Weeks.....Title is transferred  
(Aug. 7)

42 Weeks.....Rehabilitation process begins, monitoring continues for first,  
(Aug. 15) second and third groups of homesteaders

48 Weeks.....Final group of homesteaders selected, plans and specifications  
(Oct. 1) are finalized, financial packages are assembled

50 Weeks.....Title is transferred  
(Oct. 15)

51 Weeks.....Rehabilitation begins for final group, monitoring continues for  
(Oct. 22) first four groups.

52 Weeks.....Program Director prepares first year review  
(Nov. 1)

66 Weeks.....Rehabilitation ends for first group of homesteaders; purchase and  
sale contract concluded; lease expires; title transfer to home-  
steader; rehabilitation monitoring continues for second, third,  
fourth and fifth group of homesteaders; home ownership counseling  
continues for all

72 Weeks.....Rehabilitation ends for second group of homesteaders; title  
transfer occurs; monitoring continues for third, fourth and  
fifth groups.

84 Weeks.....Rehabilitation ends for third group of homesteaders; title transfers;  
monitoring continues for fourth and fifth groups

93 Weeks.....Rehabilitation ends for fourth group

102 Weeks.....Rehabilitation ends for final group, program director submits end  
of first phase review



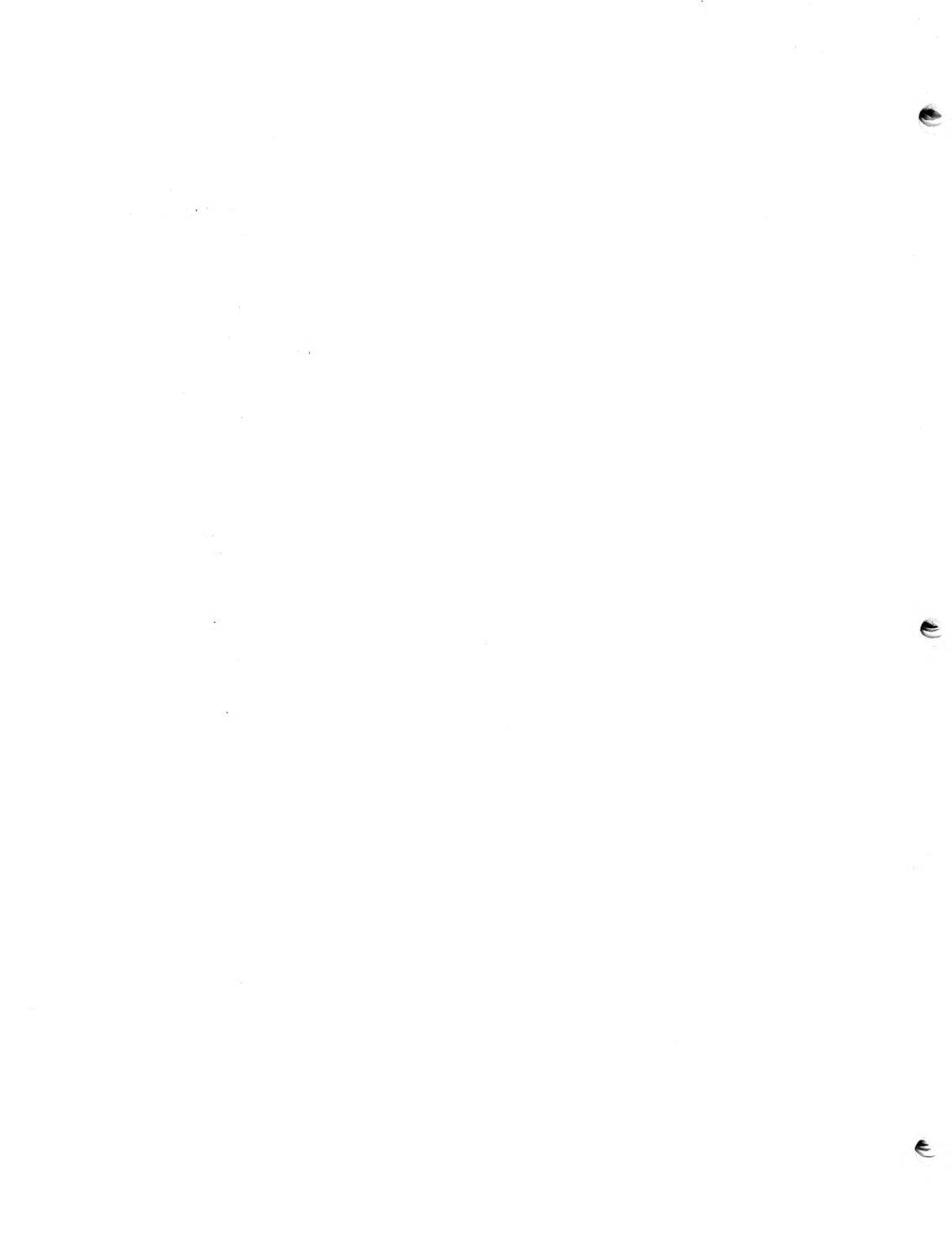
### III B. Homestead property marketing procedures

Marketing is an integral part of the homesteading program. The primary responsibility for this activity will lie with each neighborhood non-profit, assisted by various community groups, as follows:

1. Wellington-Hill. The Mattapan Housing Commission will serve as the umbrella organization and will work closely with Community Training Dynamics in advertising homesteader selection and neighborhood orientation.
2. Jamaica Plain. Marketing will be the combined effort of Urban Edge, the Ecumencial Social Action Committee and the Jamaica Plain Community Council.
3. Meeting House Hill. Housing Technical Services Corporation will be assisted by the Dorchester United Neighborhood Association, the Dorchester Community Action Council, the Columbia -Savin Hill Civic Association, and the Jones Hill Civic Association.
4. Northwest Codman Square. HTSC will recruit homesteaders and advertise properties together with the Dorchester Area Planning Action Council, the Area Cooperative Team, the Codman Square Civic Association and various block associations.

Although some of the techniques will vary from place to place, the basic procedures are outlined as follows:

1. Newspaper advertising-press releases will be sent to the Boston Globe, the Herald-American, the Bay State Banner, (Black) and El Mundo (Hispanic).
2. Radio advertising-press releases will be sent to WBZ (majority), WILD (Black) and WUNR (Hispanic). Non-profits will also seek time on radio talk shows.
3. Television advertising-press releases will negotiate for time on television programs.
4. Brochures will be printed in English and Spanish which describe the homesteading program, applicant eligibility, and available property. These brochures will be distributed to community groups, such as, block associations, civic associations, tenants groups, church groups, human service agencies. A supply of brochures will also be maintained at each of the eighteen little city halls.
5. Flyers describing the homesteading program will be distributed throughout the neighborhood business districts.
6. There will be slide show presentations not only to advertise



6. (CONT.)

homesteading properties, but also to show how non-profits have taken abandoned buildings and rehabilitated them.

7. There will be bus tours through target areas to show interested parties available properties, neighborhood characteristics and resources.
8. Non-profit/community agency teams will arrange for speaking engagements at various neighborhood activities.





### III. C. HOMESTEADER SELECTION CRITERIA

The following criteria have been reviewed and approved by the non-profit agencies. These are held to be the minimum threshold for homesteader selection. It is understood that the major factors involved are financial capacity to support housing cost and willingness to make a personal commitment in the form of "sweat equity".

#### GENERAL

1. Financial Capability. Ability to maintain home-ownership cost. Recommendation: housing cost (mortgage, taxes, utilities) should not exceed 35% income; outstanding liabilities (car, furniture, credit cards) should not exceed 15% income. These percentage limits may be expanded on a case by case basis. For example, an applicant's present housing cost and liabilities may be 65% of income and he/she is still capable of meeting all financial and personal obligations.
  - a. above can be determined by credit check.
  - b. employment/income verification.
2. Home Maintenance. Applicant has demonstrated concern for property maintenance and interest in homeownership, which may be determined by home visit, by talk with present landlord and by references.

#### SPECIAL

1. Housing Need.
  - a. Applicant living in overcrowded or substandard housing. The definition for these terms to be determined by City housing code standards.
  - b. Applicant being evicted from present housing because of governmental action.
  - c. Families with more than one child. (Match choice of house with number of bedrooms required for family size).
2. Self-Help.
  - a. Applicant has trade skill that can be applied in the form of "sweat equity".
  - b. Applicant is willing to learn basic trade skills and assist with rehabilitation of property under close supervision of non-profit.
  - c. Applicant agrees to perform minor cosmetic jobs, such as, plastering and painting.
3. Consideration to resident of target area.

Homesteaders will be selected without regard to race, creed, religion, sex, national origin, or marital status.



### III D. Rehabilitation financing procedures

The guaranteed availability of financing is a key element of this homesteading proposal. The underlying assumption of the development of the financial package was the intent to create a financing model which could be expanded beyond the homesteading demonstration and used in a deep rehabilitation program for both City and privately owned abandoned and/or deteriorated structures. Thus, the financial package calls for a coordination of public and private funds, and public guarantees. The combined resources of the City, private lending institutions and HUD/FHA should assure the availability of financing in areas currently suffering from disinvestment.

The City of Boston pledges to commit up to \$1 million of community development block grant funds to a revolving loan fund which will provide rehabilitation loans for the homestead properties.

The financing will occur in two stages. First, during the period of rehabilitation, the City will provide a rehabilitation loan to cover the costs of rehabilitation. Then secondly, at the end of the rehabilitation period, a time specified to be a maximum of one year, the City-funded rehabilitation loan will be replaced by a private lenders FHA insured permanent mortgage loan. The City's rehabilitation loan money will then be returned to a City revolving rehabilitation loan fund for future rehabilitation loans.

To complement the \$1 million of rehabilitation funds provided by the City, Boston requests a special allocation of 312 rehabilitation funds for use under this program. While the City will not require these funds for use in the Section 810 homestead properties, the City has identified a strong need for these funds to aid in the rehabilitation in other owner-occupied structures within the homestead target areas.

#### Processing Procedure

As described above, rehabilitation financing will occur in two stages: first, rehabilitation financing - city funds to cover the costs of rehabilitation during the period of rehabilitation; and second, permanent mortgage financing - private funds which cover the costs of rehabilitation once rehabilitation is completed. There are several related events which occur at each stage.

#### Stage 1: City-funded rehabilitation financing

At the time the homestead property is designated, rehabilitation specialists, either from the City's Housing Improvement Program or from the designated neighborhood housing group, in conjunction with the Housing Improvement Program, will write up plans and specifications for the property with the input of the individual homesteader. This will insure that the



rehabilitation will bring the property into accordance with the health and safety requirements of the Boston Housing Code.

The cost of rehabilitation items will be checked against cost standards already developed by the City's Housing Improvement Program.

These plans and specifications will be reviewed by an FHA appraiser who will inspect the property "as-is" and estimate its final market value fully repaired. The FHA will make a commitment to provide mortgage insurance, if

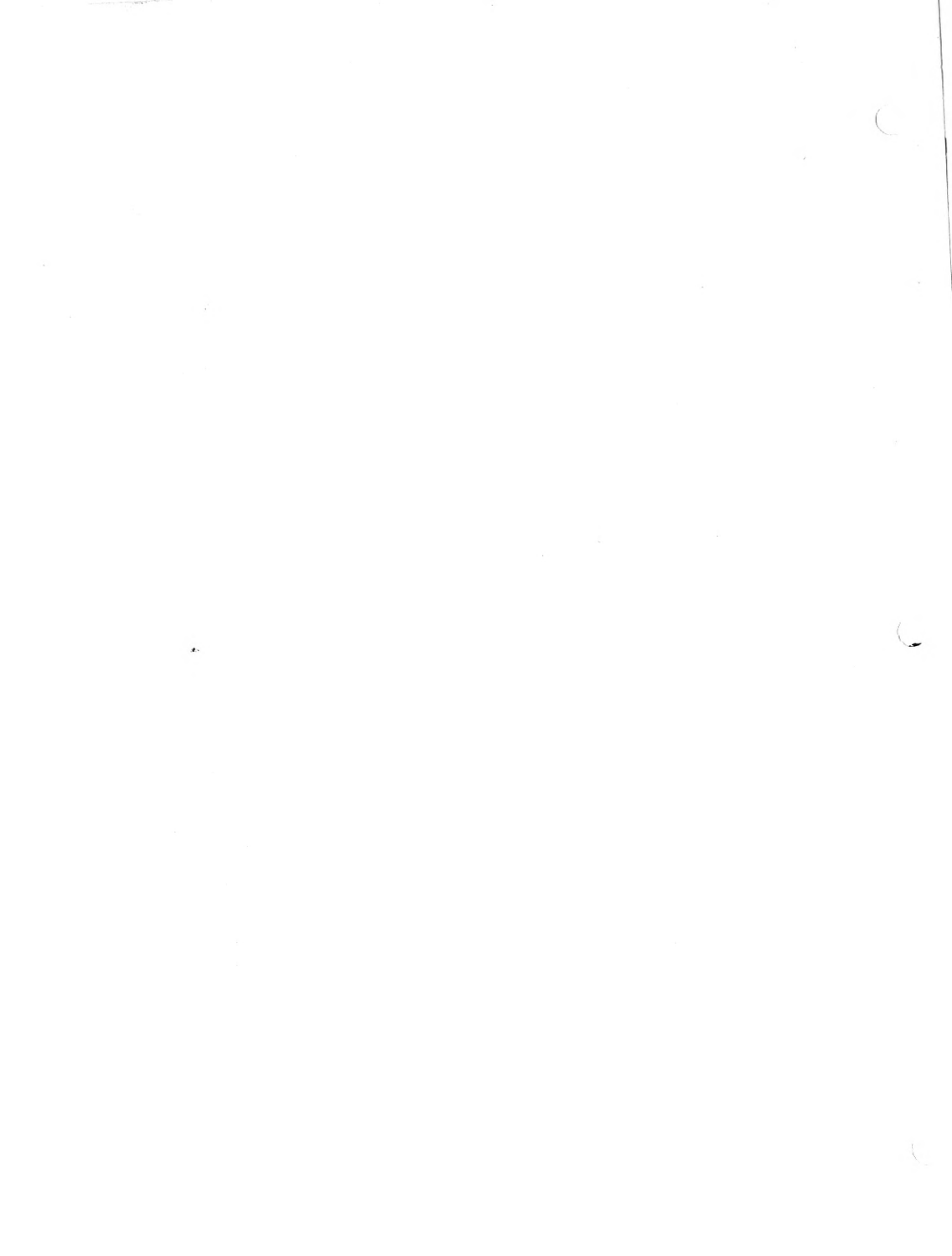
1. the property is rehabilitated up to the approved specifications,
2. the homesteader is qualified to meet their approval, and
3. a private lender is willing to provide permanent financing.

Simultaneously, a private lender will be contacted by the neighborhood housing group. The lender will review the proposed rehabilitation plans, possibly inspect the property and certify the bankability of the applicant for a loan which will cover only the costs of rehabilitating the property.

Once the FHA has agreed to provide mortgage insurance and the private lender has agreed to provide permanent financing, the homesteader makes his deposit on the property and the following series of agreements are signed simultaneously:

1. neighborhood group takes title to property from HUD through BRA unconditionally and individually;
2. homesteader signs conditional sale or lease with the neighborhood group;
3. homesteader signs commitment with private lender guaranteeing permanent financing pending rehabilitation;
4. private lender signs agreement with FHA guaranteeing the availability of mortgage insurance pending completion of rehabilitation.

Title to the property shall go directly from HUD to the BRA; title shall go directly from the BRA to the neighborhood housing group. The neighborhood housing group will convey directly to the homesteader at the start of the homestead process through a combination lease (allowing residence) and purchase and sales agreement (specifying terms of the contract). Copies are included here (see Chapter IV - Legal Documents).



At this point, the homesteader is now ready to begin rehabilitation work.

The city, at this time, will make its rehabilitation loan funds available in an amount not to exceed the pre-determined costs of rehabilitation. These funds will be deposited in an escrow account maintained by the neighborhood group.

Drawdowns on the escrow account will be authorized jointly by the homesteader and the appropriate rehabilitation specialist. The actual flow of rehabilitation funds in a specific case will be as follows:

1. Housing Improvement Program rehab specialist estimates cost of rehabilitation (e.g. \$10,000).
2. After agreements are signed the downpayment (e.g. \$1,000) is deposited with the neighborhood housing group. This downpayment will be part of the initial progress payment.
3. There will be three progress payments plus a final withholding payment (10% of each progress payment payable 30 days after the third progress payment). All payments will be item specific and will be made on the basis of the completion of specific items to the acknowledged (by signature) satisfaction of the homesteader and housing rehabilitation specialist. Appropriate warranties must also be supplied for payment on all warrantable items.

Where the local neighborhood housing group has technical rehabilitation inspection capability, the first two progress payments can be made with the approval of the neighborhood housing group's rehabilitation specialist. The final progress payment and the withholding payment will only be made with the approval of the City's Housing Improvement Program rehabilitation specialist.

In the event of cost overruns, the homesteader will request an inspection to establish that the required addendum is code-related. This inspection will be made by the City's Housing Improvement Program rehabilitation specialist.

#### Stage 2: Privately-funded FHA-insured permanent mortgage financing

At the end of the first year, the time period allotted for rehabilitation, the City construction funds shall be rolled over into permanent financing. At the time of the roll-over one of the two primary liens - the requirement of Housing Code compliance - will have been removed. The other lien - the three-year residency requirement - will remain with the title.

The non-profit group will subordinate its right of reversion under the residency lien to the mortgage lien of the private lender. This will insure





the private lender's primary lien position. What this means is simply, that in the eventuality of a mortgage default after the completion of rehabilitation, the mortgagee will have the right to foreclose. This right will supercede any interest of the City, the BRA, or the neighborhood housing group. Ongoing financial counseling throughout the years when residency is required will lessen the likelihood of this coming to pass. A group of 12 local lenders agreed to this provision. They have agreed to provide financing as long as this caveat is included.

More specifically, the City of Boston outlined this financial package to a group of 12 representatives of the following lending institutions and received their strong endorsement for the program:

- 1) Boston Five Cent Savings Bank
- 2) Charlestown Savings Bank
- 3) Dorchester Savings Bank
- 4) Home Savings Bank
- 5) Jamaica Plain Cooperative Bank
- 6) Merchants Cooperative Bank
- 7) National Shawmut Bank
- 8) New England Merchants National Bank
- 9) Provident Institute for Savings
- 10) South Boston Savings Bank
- 11) Suffolk Franklin Savings Bank
- 12) Workingmen's Cooperative Bank



### III. E. EQUAL OPPORTUNITY

#### Direction

The Homesteading program is designed to attract applications from all groups including Whites, Blacks, Hispanics, and other ethnic groups. All advertisements shall include prominent use of the Equal Opportunity Logotype, Slogan, or Statement. The Equal Housing Opportunity Slogan utilized in newspaper display advertisements shall be at least 8 point bold face type. The content of advertising shall conform to HUD's proposed Advertising Guidelines for Fair Housing.

#### Marketing Program

1. Newspapers

A public notice will be placed in the Boston Globe, the Herald-American, the Bay State Banner (Black), and El Mundo (Hispanic).

2. Radio and Television

Press releases will be sent to radio stations WBZ (majority), WILD (Black), and WUNR (Hispanic). Public service announcements will be sent to television channels 4,5,7.

3. Brochures and Signs

Brochures will describe the Homesteading Program. They will be printed in English and Spanish. EHO logo will be placed inconspicuous place on the brochure. The Fair Housing Poster will be placed at each site office.

4. Community Contacts

Wellington Hill-Community Training Dynamics, Inc., Mattapan Housing Commission, United Community Construction Workers, Tenants Association of Boston, and neighborhood business district. Jamaica Plain-Urban Edge, the Ecumenical Social Action Committee, Inc., Jamaica Plain Community Council, and neighborhood business district. Meeting House Hill-Housing Technical Services Corporation, Dorchester United Neighborhood Association, Dorchester Community Action Council, Columbia-Savin Hill Civic Association, Jones Hill Civic Association, and neighborhood business district. Northwest Codman Square-Dorchester Area Planning Action Council, Area Cooperative Team, Block Associations, Codman Square Civic Association, and neighborhood business district.



In addition to the above community contacts, the Little City Halls throughout the City will also provide special outreach efforts. Little City Halls are located in the following areas:

East Boston, South Boston, North End, Fenway, Roxbury, Dorchester, Mattapan, Hyde Park, West Roxbury, Roslindale, Charlestown, Chinatown, South End, Allston-Brighton, Jamaica Plain, Mission Hill, Beacon Hill-Back Bay.

### Staffing

See description of private non-profits which we propose to administer the program and community groups that will assist in the marketing effort. Each will be provided with a copy of instructions regarding compliance with local, State and Federal fair housing laws.

Employment is nondiscriminatory with regard to race, color, creed, sex or national origin.



### III F. Disposition of other abandoned property

The City of Boston has established a mechanism geared to the identification, classification and disposition of abandoned and/or acquired property. Every six months the Housing Inspection Department conducts a windshield survey of abandoned buildings. A property profile is prepared and sent to the Law Department where a title search is done. Private, City, State and HUD property is identified. A list of the HUD property is sent to HUD with recommendations for boarding and/or demolition. The same procedure is followed for State owned property. Private property is inspected by the Housing Inspection Department for State sanitary code violations and the Building Department for building code violations. The Law Department then submits the case to the Housing Court and recommends prosecution.

A market analysis is done for each City-owned property and any one of six recommendations made:

1. Disposition for rehab (program in design)
2. Board and secure (long term)
3. Board for future demo
4. Demo, no further action
5. Demo with vacant lot improvement and disposition
6. Vacant lot improvements and disposition only

As described on page II-5, the City of Boston has ongoing programs for abandoned buildings/demolition/boarding and vacant lots.

Recently, Community Training Dynamics coordinated a pilot project with HUD and the National Shawmut Bank which implemented a sweat equity program for potential owners of two structures in Mattapan. At present, they are working on the third structure in Roxbury using the same plan. CTD will continue to purchase and rehabilitate HUD-acquired property for future sale or rental.

To date, Urban Edge has renovated four abandoned properties in Jamaica Plain, with three other houses currently "in process". With a grant from both the Urban Reinvestment Task Force and the City of Boston, Urban Edge plans to establish a revolving trust fund which will enable them to quickly purchase, renovate and resell houses as they become vacant within the target area.





### III G. Remedies for noncompliance with the basic homesteading requirements

The homesteader has two major programmatic requirements:

- 1) The homesteader is required to rehabilitate the property in compliance with the approved plans and specifications within one year of the formalizing of the homestead agreement;
- 2) The homesteader is required to maintain residency in the property for three years after the completion of the rehabilitation.

In the event of noncompliance with the rehabilitation requirement, the title will revert to the housing corporation which will select another homesteader for the property.

In the event of noncompliance with the residency requirement, the permanent mortgagee will be notified of the noncompliance since the permanent mortgagee will have a prior right of foreclosure. Ordinarily, the mortgagee will allow the housing corporation to re-market and re-convey the property.



## CHAPTER IV

### LEGAL DOCUMENTS

Set forth below are a series of legal documents required as elements of the Urban Homesteading Plan. The conveyancing and contract documents contained here have been drafted to display the structure and content of the documents which will be used for the operation of the program. As such, these documents represent preliminary drafts of the required legal documents.

#### I. Opinions

--Letter of the City of Boston's Corporation Counsel with regard to:

1. Boston Redevelopment Authority's authorization to accept and convey property for homesteading (page IV-3);
2. Equity of the proposed procedures for homesteader selection (page IV-3).

#### II. Resolution

City Council resolution will fulfill federal requirement (page IV-5)

#### III. Conveyancing

1. HUD to Boston Redevelopment Authority via Warranty Deed (page IV-6);
2. Boston Redevelopment Authority to Non-Profit Corporation (page IV-7);
3. Non-Profit Corporation Lease to Homesteader (page IV-8);
4. Purchase and Sale agreement between Homesteader and Non-Profit Corporation (page IV-10);
5. Non-Profit Corporation to Homesteader via Quit Claim Deed (page IV-13).

#### IV. Contracts

1. City and Boston Redevelopment Authority for conveyancing (page IV-14);
2. City and Non-Profit Corporation for services (page IV-15);
3. Non-Profit Corporation and Homesteader for Rehabilitation Loan and Performance of Homesteading (page IV-37).

#### V. Plan to Remove Outstanding Legal Obstacles (page IV-43)



As described above, the required legal documents fall into four groups: opinions, city council resolution, title conveyance mechanisms, and contracts. The role of each will be described below.

The required opinions from the City's Corporation Counsel document both the Boston Redevelopment Authority's power and authority to accept and convey homestead properties, and the equity of the proposed homesteader selection criteria. Since financing will be supplied through a combination of funds from the federal community development block grant (for the rehabilitation loan) and from private financial institutions (for the permanent mortgage), no municipally-generated revenue will be involved in the financing of homestead properties. Consequently, authorization to finance rehabilitation is not required.

A proposed City Council resolution is enclosed. The steps required to submit this resolution through City Council, along with similar procedures associated with the Boston Redevelopment Authority Board approval are also outlined in this chapter.

The title conveyance documents relate to the two-stage property transfer procedure. During the first stage the property will be leased by the housing corporation to the individual homesteader for the period of rehabilitation. Simultaneous with the signing of the lease, a purchase and sale agreement and a rehabilitation loan agreement will be executed by the homesteader. The purchase and sale agreement will be a binding agreement between the housing corporation and the homesteader whereby the homesteader agrees to purchase the property upon the completion of the rehabilitation work. The rehabilitation loan agreement sets forth the terms of the city rehabilitation loan. Both the latter documents contain the Section 810 mandated rehabilitation and residence requirements.

The second stage in the conveyance of the property is the deeding of the property from the housing corporation to the individual after the completion of rehabilitation. At this point, only the residency condition remains to be fulfilled and is included as an explicit deed condition. This condition will thereafter be subordinated to the primary mortgagee's right to foreclose in order to insure that permanent financing will be provided. Both stages include appropriate provisions for the revocation of the property conveyance should the homesteading conditions not be fulfilled. Since the deed to the homesteader includes an explicit time for the termination of the remaining condition requiring occupancy, clearance of the title from homesteading conditions will effectively be accomplished with the termination of the explicit deed condition period.

Finally, a comprehensive set of contracts necessary for the operation of the demonstration are set forth in detail.



CITY OF BOSTON



LAW DEPARTMENT

CITY HALL  
BOSTON, MASSACHUSETTS 02201  
722-4100

HERBERT P. GLEASON  
Corporation Counsel

August 27, 1975

Mr. David Strohm, Director  
Mayor's Office of Community Development  
One City Hall Square  
Boston, MA 02201

Dear Mr. Strohm:

You have requested my opinion if the entity designated as a public agency for purposes of participating in the Urban Homesteading Demonstration Program has all powers necessary to take and transfer title to eligible properties. Additionally, you have requested my opinion as to whether or not homesteader selection criteria are equitable and are not in violation of local law.

With respect to your first request, the agency designated to receive title to properties eligible for urban homesteading under P.L. 93-383, s. 810(b) is the Boston Redevelopment Authority. The Redevelopment Authority is a public body, politic and corporate created pursuant to G.L.c. 121B, s.4.

The Boston Redevelopment Authority by G.L. c. 121B, s 11(d) is empowered as follows:

To take by eminent domain under chapter seventy-nine or chapter eighty A, or to purchase or lease, or to acquire by gift, bequest or grant, and hold, any property, real or personal, or any interest therein, found by it to be necessary or reasonably required to carry out the purposes of this chapter, or any of its sections, and to sell, exchange, transfer, lease or assign the same;... (Emphasis supplied)

G.L. c. 121B s. 46(c) further empower the Boston Redevelopment Authority:

to prepare or cause to be prepared urban renewal plans, master or general plans, workable programs for development of the community, general neighborhood renewal plans, community renewal programs and any plans studies required or assisted under federal law;

"Community Renewal Programs," by G.L. c.121B s.1, is defined as follows:

"Community renewal program", any planning work or other undertaking (1) to identify substandard, decadent, and blighted open areas and other deteriorated or deteriorating areas, (2) to measure





the nature and degree of blight and blighting factors within such areas, (3) to determine the financial, relocation, and other resources needed and available to restore and renew such areas, (4) to identify potential project areas and, where feasible, types of action proposed within such areas, and (5) scheduling or programming of urban renewal projects and other renewal activities in the community.

Since the Boston Redevelopment Authority is authorized to prepare or cause to be prepared community renewal plans, and in particular, "to identify potential project areas and where feasible, types of actions proposed within such areas," and, Further, since the Authority is empowered by G.L.c. 121B, s. 11(d) "to ... purchase or lease or to acquire by gift or bequest... any property... found by it to be necessary or reasonably required to carry out the purposes of (G.L. C. 121B) or any of its sections and to... transfer same...", it is my opinion that the Boston Redevelopment Authority has the power to take title to, and to transfer properties eligible for homesteading under P.L. 93-383 s. 810(b).

With respect to your second request, it is my opinion that the selection criteria on their face appear to be equitable and appear not to violate state or local law.

I hope the foregoing will be of assistance.

Very truly yours,



Herbert P. Gleason  
Corporation Counsel

HG/T



CITY COUNCIL

Whereas, the United States Department of Housing and Urban Development is conducting a demonstration program consisting of the rehabilitation of HUD owned properties by members of the Community such properties to be transferred to said members of the Community after the rehabilitation process, and,

Whereas said Department of Housing and Urban Development is willing to allow the City of Boston to participate in such a demonstration program, it is hereby,

Ordered, that the Mayor, through the Mayor's Office of Community Development is authorized and empowered to participate in said demonstration program.



DEED HUD - BRA

KNOW ALL MEN BY THESE PRESENTS That I, Carla M. Hills,  
Secretary of Housing and Urban Development  
of Washington, D.C.

for consideration paid, grant to

Boston Redevelopment Authority  
of Suffolk County, Massachusetts

with warranty covenants

the land in Suffolk County, Massachusetts, being known and  
designated as \_\_\_\_\_ as shown on a Plan of Lots  
recorded in the Registry  
of Deeds for said County, in Book of Plans \_\_\_\_\_, Page \_\_\_\_\_, and  
more particularly bounded and described as follows:

Being the same premises conveyed to us by deed dated  
and recorded as aforesaid in Book \_\_\_\_\_, Page \_\_\_\_\_.

Witness

Hands and seals this

Signed and sealed in the presence  
of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

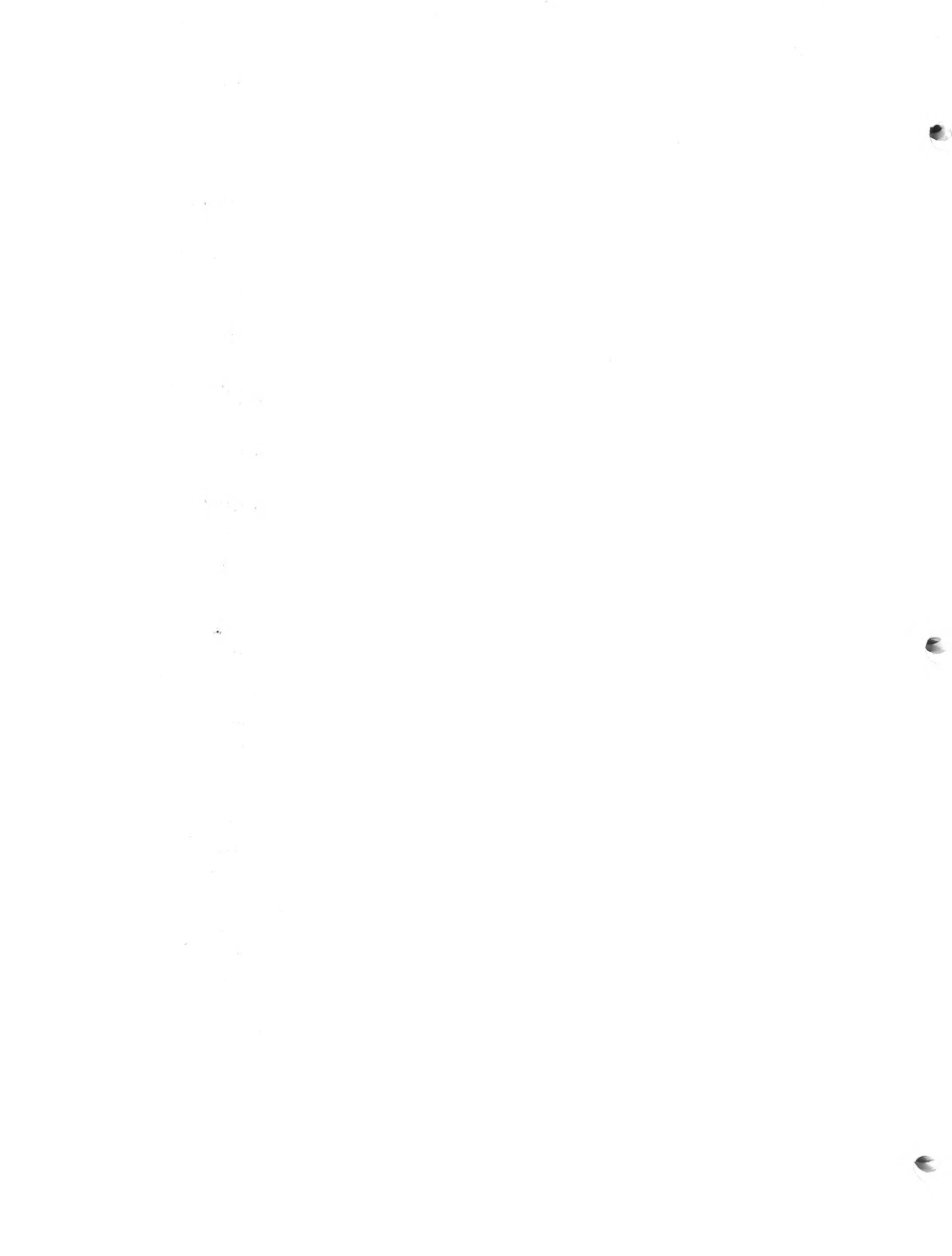
The Commonwealth of Massachusetts

No

ss.

Then personally appeared the above named  
and acknowledged the foregoing instrument to be their free act  
and deed, before me,

My Commission expires \_\_\_\_\_



DEED BRA - HC

KNOW ALL MEN BY THESE PRESENTS That, the Boston Redevelopment Authority

for consideration paid, grant to

, a Massachusetts Non-Profit Corporation

with warranty covenants

the land in Suffolk County, Massachusetts, being known and designated as as shown on a Plan of Lots recorded in the Registry of Deeds for said County, in Bood of Plans , Page , and more particularly bounded and described as follows:

Being the same premises conveyed to us by deed dated and recorded as aforesaid in Book , Page .

Witness hands and seals this

Signed and sealed in the presence of:

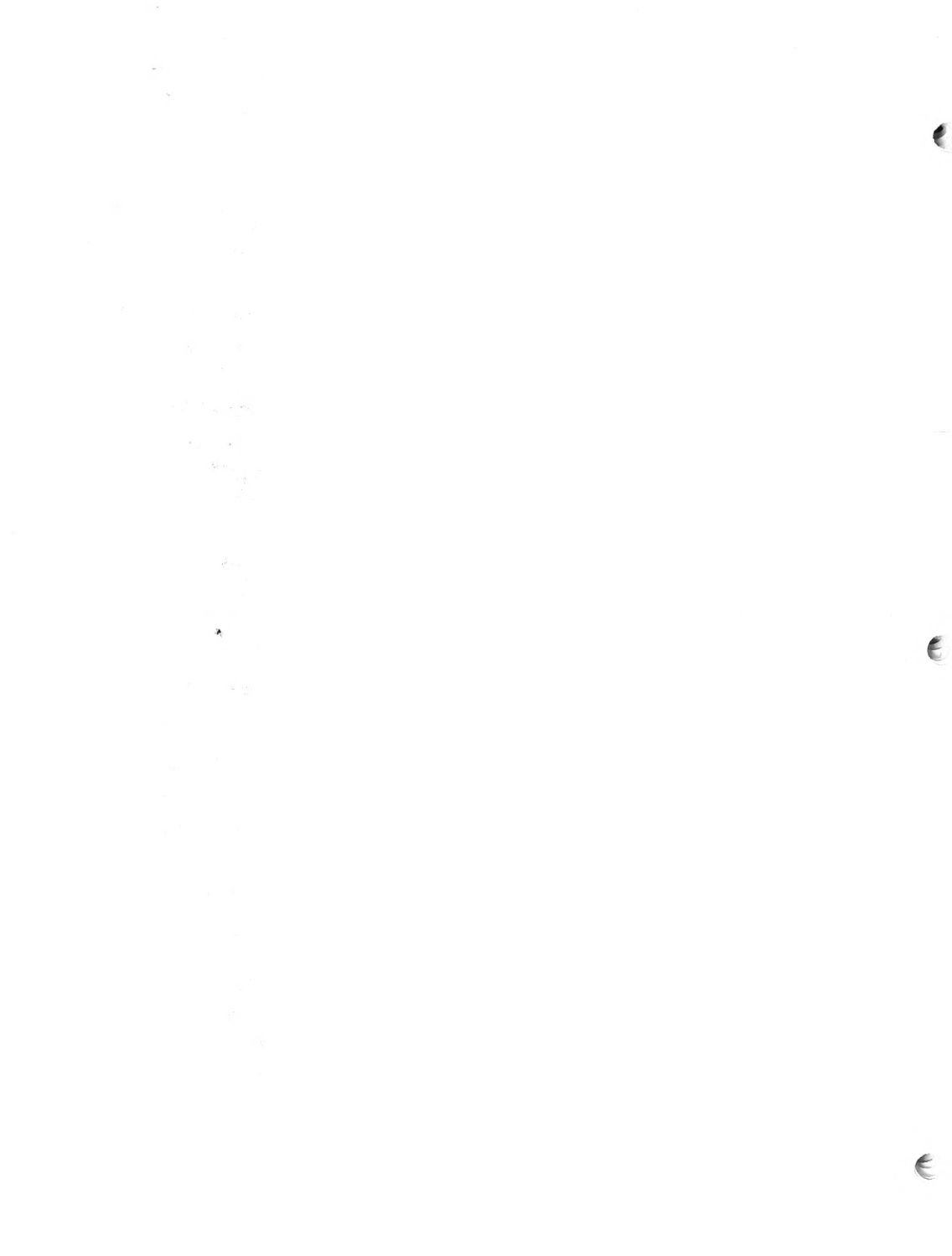
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

The Commonwealth of Massachusetts

No ss.

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed, before me,

My Commission expires \_\_\_\_\_





LEASE

On this day \_\_\_\_\_, 19 \_\_, the \_\_\_\_\_ hereinafter LESSOR agrees to demise to \_\_\_\_\_ hereinafter LESSEE for a period of one year or sooner if LESSEE or his agents shall rehabilitate the premises in accordance with Rehabilitation Loan Agreement, incorporated by reference herein and made a part hereof.

The LESSEE covenants as follows:

1. To commence rehabilitation within 30 days of the execution of this document.
2. To faithfully perform pursuant to the Rehabilitation Loan Agreement so that at least fifty percent (50%) of the value of work under said Loan Agreement is completed within nine (9) months after the execution of the agreement.
3. To faithfully complete all requirements of the Rehabilitation Loan Agreement within one year from the date of execution of the document.

Should the LESSEE fail to fulfill his obligations under the above covenants the LESSOR may terminate this agreement upon notice to LESSEE as provided by law.

LESSEE may take possession of the premises for the purposes of performing rehabilitation but LESSEE further covenants not to reside or dwell therein until the condition of the premises complies with minimum health and safety standards.

LESSEE further covenants that said LESSEE will not use, allow the use of, occupy or allow the occupation of, said premise for any purpose whatsoever except these expressly allowed by this lease or any document made a part hereof.



LESSEE further covenants to allow LESSOR or his authorized representative to inspect or cause to be inspected the demised premises.

LESSEE covenants that he will not assign this lease or sublet these premises without express written permission for the LESSOR.

LESSEE covenants that the lessor shall not be liable for any injury or damage to any person or property at any time on said premises from any cause whatsoever. LESSEE further agrees to indemnify and hold the LESSOR harmless for any liability arising from any cause whatsoever.

LESSEE agrees to maintain insurance on the premises for the benefit of the LESSOR in an amount satisfactory to said LESSOR not to exceed, however, that which the LESSOR has agreed to lend LESSEE in the Rehabilitation Loan Agreement.

LESSEE certifies that he has inspected the premises and is cognizant of all defects latent or otherwise.

This lease is made subject to all building and zoning codes, municipal ordinances and all laws and governmental regulations now in force or hereinafter enacted.

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
LESSEE

Suffolk, ss.

Then personally appeared before me the above named LESSEE and acknowledged the foregoing to be his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_







execution of this agreement. Said reversion may only be exercised within the above mentioned three year period. This right of reversion will be subordinate to rights of foreclosure and sale granted by the Law of the Commonwealth to first mortgagees of the property.

5. Consideration      \$ \_\_\_\_\_, in addition. The consideration for the agreement is the Buyers promise to restore the property so that it conforms to all applicable state and local codes within one year of execution of this agreement and to reside in and on said property for 3 years after Buyer's entrance thereon.
6. Time for performance      The seller will deliver to Buyer a deed conforming to paragraph 4 of this agreement within one year from execution of this document provided however if the Buyer shall, before one year, completely perform all requirements of the Rehabilitation loan agreement of even date which is incorporated by reference herein and made a part hereof, seller may upon thirty (30) days notice to buyer deliver to said Buyer the above mentioned deed
7. Failure of Buyer to perform      Should the Buyer fail to commence rehabilitation pursuant to the Rehabilitation loan agreement within thirty days of the execution of this document, or fail to have perform work pursuant to fifty percent (50%) of the total value of work required by said loan agreement within nine (9) months of the execution of this document, or completely perform all requirements of said loan agreement within one (1) year from the execution of this agreement. The seller may at his sole discretion cancel this agreement, and all obligations of all parties except those specifically excluded shall cease and this agreement shall be void without recourse to the parties hereto.
8. Assignments      The Buyer shall not assign this agreement without the express written permission of the Seller.
9. Acceptance of Deed      The acceptance of a deed by the Buyer shall be deemed to be a full performance and discharge of every obligation herein contained or expressed except as such are by the terms hereof to be performed after the delivery of said deed including but not limited to the Buyer dwelling and residing on the premises for a period of three years after entry thereon.
10. Damages on Buyer's Default      Should the Buyer fail to fulfill all Buyer's agreements herein contained or incorporated by reference herein the seller may retain all deposits made by Buyer and all improvements made by Buyer as liquidated damages and not as a penalty unless the Seller shall expressly waive his rights to same in writing





11. Construction  
of Agreement

This instrument, executed in triplicate\*---is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

Additional  
Provisions

See Rider A attached hereto and incorporated herein by reference, if any

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BROKER

Suffolk S.S.

The personally appeared before me. The above named buyer and acknowledged the foregoing to be his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC



DEED TO HOMESTEADER

KNOW ALL MEN BY THESE PRESENTS That,  
Commonwealth of Massachusetts  
of Suffolk County, Massachusetts

, a Non-Profit Corporation in the

for consideration paid, grant to

(Homesteader's Name)  
of (Homesteader's Address)  
Boston  
of Suffolk County, Massachusetts

with quit claim

the land in Suffolk County, Massachusetts, being known and designated as shown on a Plan of Lots recorded in the Registry

of Deeds for said County, in Book of Plans , Page , and more particularly bounded and described as follows:

provided that said (Homesteader) reside and dwell on said property for (here add time remaining in three year occupancy condition) but if does not so reside and dwell Corporation may reenter and retake the premises.

Said land being the same premises conveyed to us by deed of

Subject to taxes

Witness \_\_\_\_\_ hands and seals this \_\_\_\_\_

Signed and sealed in the presence \_\_\_\_\_  
of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE COMMONWEALTH OF MASSACHUSETTS

No ss.

Then Personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed, before me,

My Commission expires \_\_\_\_\_ 19\_\_\_\_



CONTRACT  
CITY OF BOSTON  
AND  
BOSTON REDEVELOPMENT AUTHORITY

Whereas, The United States Department of Housing and Community Development (hereinafter HUD) is undertaking a demonstrating program involving the transfer of HUD owned properties suitable for rehabilitation to local public agencies, such properties, thereafter to be transferred to community residents and

Whereas, the Boston Redevelopment Authority (hereinafter, the authority) pursuant to G.L. c121B has the power to accept and transfer property, and

Whereas, the mayor's Office of Community Development is desirous in participating in such a demonstration program. It is hereby agreed

- 1) that the Authority will accept title to suitable properties from HUD and transfer said title to local non-profit corporations.
- 2) Said Office of Community Development will contract with said non-profit corporations to administer the program in conformity with HUD requirements.

---

Boston Redevelopment Authority  
by

---

Mayor



CONTRACT  
CITY OF BOSTON  
AND  
NON-PROFIT CORPORATION

This AGREEMENT, consisting of Part I and Part II entered into on the date herein set out below, by and between the CITY OF BOSTON, a municipal corporation in the Commonwealth of Massachusetts acting by its Mayor (hereinafter the "CITY") and a Non-Profit Corporation in the Commonwealth of Massachusetts (hereinafter the "Corporation")

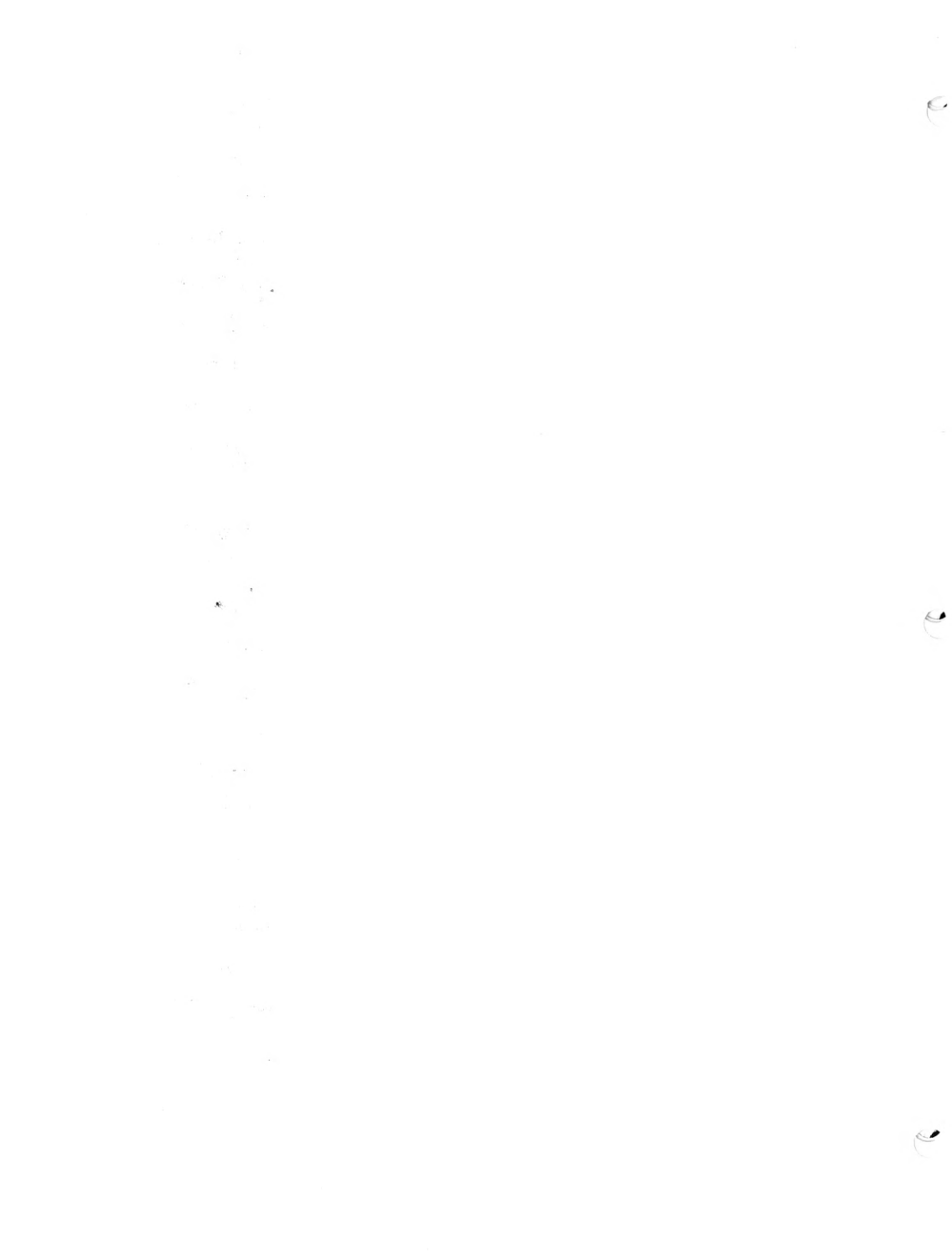
WITNESSETH THAT

WHEREAS, the United States Department of Housing and Urban Development (hereinafter called "HUD") has designated the City of Boston to participate in an Urban Homesteading Demonstration, and

WHEREAS, the City of Boston has contracted with the Boston Redevelopment Authority for the acceptance of certain properties owned and designated by the United States Department of Housing and Urban Development in an Urban Homesteading Demonstration, and for the conveyancing of these same properties to certain Non-Profit Corporations in the Commonwealth of Massachusetts.

WHEREAS, under the provisions of The Housing and Community Development Act of 1974 (P.L. 93-383) the City has available Community Development Block financial assistance for the purpose of providing decent housing and suitable living environment and expanding economic opportunities, primarily for persons of low and moderate income, and

WHEREAS, the Corporation is qualified to perform certain marketing and technical services for said Homesteading Demonstration.





WHEREAS, the City of Boston has obtained the agreement of the Federal Housing Administration to insure permanent mortgage financial obtainable from private lending institutions, and

WHEREAS, the City of Boston maintains a standardized cost estimate index, employs qualified rehabilitation specialists, and will standardize certain administrative and legal documentation required for the performance of an Urban Homesteading Demonstration, and

WHEREAS, the City of Boston has agreed as the Applicant for an Urban Homesteading Demonstration to administer a program in Homesteading in part by means of agreeing with certain Non-Profit Corporations for the performance of Homestead program related services;

NOW THEREFORE, in consideration of mutual promises contained herein, the parties do hereby agree as follows:

PART I

ARTICLE I - SCOPE OF SERVICES

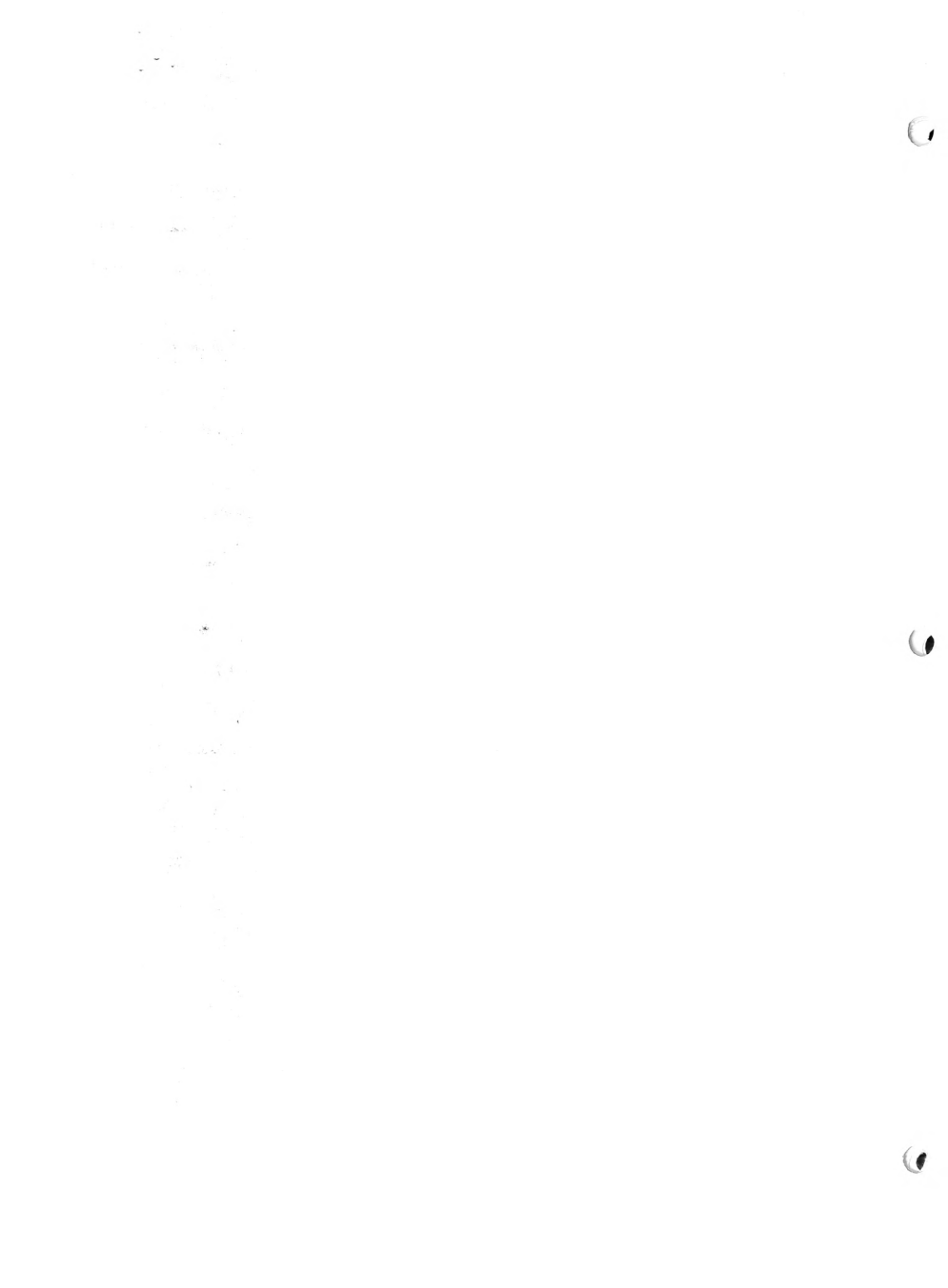
The Corporation agrees to perform the following services:

1. Market Homestead Properties

The Corporation, being the Grantee of Homestead properties conveyed from HUD to the Boston Redevelopment Authority and thereafter conveyed from the Boston Redevelopment Authority, will market said properties through the use of various advertising techniques. Furthermore, the Corporation will perform certain application in-take procedures to include at least the following:

1. Review of written applications
2. Interview of Homesteader applicants
3. Obtain a credit report from a credit reference service for review by both the Corporation and the City of Boston

The Corporation's marketing and application in-take procedures will be performed in accordance with the standards and policies of a Neighborhood



Advisory Board designated by the City, and said standards and policies shall be in conformance with the City's criteria for Homesteader selection (Appendix A). The City reserves the right to enforce performance standards pertaining to said marketing and application in-take procedures.

2. Technical Services

Depending on fulfillment of the following qualification to the satisfaction of the City, this section may be optional in whole or in part.

The Corporation, having an administrative structure that includes qualified service personnel in financial counselling and in estimation and inspection of rehabilitation, will perform one or more of the following services:

A. Financial

1. Determine financial capability and qualification of applicants to Homestead.

2. Provide assistance in budget management in order to facilitate:

a. effective Homesteading performance by the Homesteader during rehabilitation and throughout the required occupancy period.

b. the development of the financial capability of potential Homesteaders.

B. Rehabilitation

1. Provide rehabilitation work specifications and preliminary cost estimates for verification by the City of Boston as to

a. cost accuracy

b. relationship to City Housing Code Standards

2. Provide for inspection of Homestead properties by qualified rehabilitation specialists for the first two progress payments, as described in the Rehabilitation Loan Agreement and the



Standard Homesteading Contract included therein by reference.

3. Provide advice and assistance on materials and methods for the performance of "sweat equity" by the Homesteader.
4. Assist the Homesteader in identifying qualified contractors.
5. Monitor the performance of the Standard Homesteading Contract between the Homesteader and a prime contractor.
6. Provide the City with such documentation as it may require and, in particular, provide the City with a copy of the "Rehabilitation Payment Request".

C. Construction Loan Services

The Corporation will provide certain services to insure efficient administration of construction loans. The Non-Profit Corporation agrees to:

1. Enforce the provisions of the Rehabilitation loan and obtain from the Homesteader a note of indebtedness at the time of the Homesteader's signing of a "Rehabilitation Payment Request" within one week from the signing of the "Rehabilitation Payment Request".
2. Comply with all of the provisions of the federal Truth and Lending Law (P.L. 8 ) and all other applicable Federal and State laws.
3. Provide the City with access to any or all records of corporation including but not limited to:
  1. a copy of the note of indebtedness
  2. copies of the disclosure and rights of rescission required by law
4. Provide the financial institution participating in the administration of funds with such documentation as it may require.



The City reserves the right to enforce performances standards pertaining to all of the above technical services.

4. Leasing

The Corporation, having accepted properties designated by HUD for the Urban Homesteading Demonstration, agrees to lease to qualified Homesteaders, chosen in an authorized manner, all such properties after the performance of all application review requirements and all work specifications and cost estimation requirements as are required above. Such leasing shall only be consummated with a standard form of lease suitable for Homesteading provided by the City of Boston.

5. Arrangements for Conveyancing

The Corporation agrees to fully cooperate in such arrangements as may be necessary for the prompt and efficient transfer of title to the Homesteader, as soon as possible after completion of the Homestead property in conformance with the City's Housing Code Standards.

6. Agreement to Execute Subordination Agreement

The Corporation, having a certain right in a reverter condition pertaining to the requirement for three years of continuous occupancy contained in the conveyance of Title from the Corporation to the Homesteader, agrees to subordinate its right in said reverter condition to the permanent mortgagee's right to foreclose.





ARTICLE 2 - TIME OF PERFORMANCE

It is understood and agreed by the parties that the period of this contract shall be 1

ARTICLE 3 - COMPENSATION OF THE CORPORATION

A. Maximum Compensation:

The City shall pay to the Corporation as full compensation for services under this contract, an amount not to exceed 2 based on the following schedule of rates: 3

B. Method of Payment: 4

ARTICLE 4 - TERMINATION OF THE CONTRACT

This Agreement shall terminate upon

In any event, this contract shall be subject to termination by either party be written notice of intention to terminate the Agreement in three (3) working days.

ARTICLE 5 - PROHIBITION AGAINST ASSIGNMENT

The Corporation shall not assign, subcontract or in any way transfer any interest in this contract without prior written consent of the City.

1. Period for performance is to be determined
2. Maximum compensation amount is to be determined
3. Schedule of rates is to be determined
4. Method of payment is to be determined



ARTICLE 6 - ASSUMPTION OF LOSS AND LIABILITY

The Corporation shall pay any and all debts for labor and materials contracted for by Corporation, for the rental of any appliance or equipment hired by Corporation, or for any expense incurred on account of services to be performed under this agreement.

The Corporation shall bear all loss resulting from any cause before performance of services is completed, and after performance of service if the service or work product fail to conform to specifications.

The Corporation shall assume the defense of and hold the City, its officers, agents and employees harmless from any and all suits and claims against them or any of them arising from any act or omission of the Corporation, its agents or employees in any way connected with the performance of this contract.

ARTICLE 7 - REMEDIES OF THE CITY

If the Corporation shall provide services in a manner which is not to the satisfaction of the City, as reviewed by an official of the City qualified to evaluate said services, the City may request that the Corporation refurnish unsatisfactory services at no additional cost to the City, until approved by the Official. If the Corporation shall fail to provide services or shall provide services which are not satisfactory to the Official, the City, in the alternative, upon 7 days notice to the Corporation, said notice setting forth specifically those elements of the services not satisfactory to the official, and upon the opportunity for the consultant to meet with the official to respond to said notice, may make any reasonable purchase or contract to purchase services in

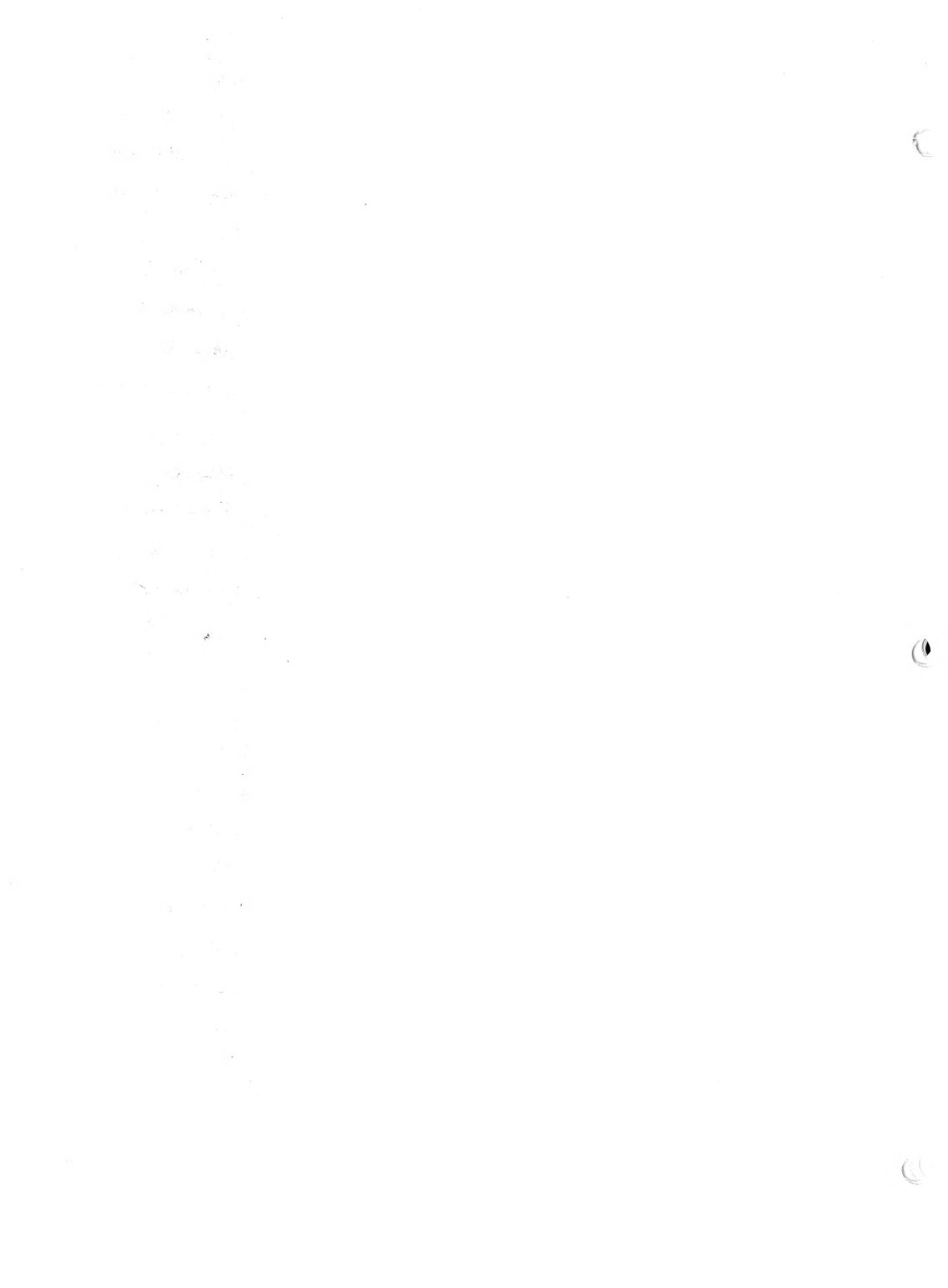


substitution for those due from the Corporation. The City shall pay the Corporation for satisfactory services performed under this Agreement and the Corporation shall be answerable to the City for damage sustained due to the Corporation's fault or negligence.

The Corporation shall not be liable for any damages sustained by the City due to the Corporation's failure to furnish services under the terms of this contract if such failure to furnish services under the terms of this contract is in fact caused by the occurrence of a contingency, the nonoccurrence of which was a basic assumption under which this contract was made, including but not necessarily limited to, a state of war, act of enemies, embargoes, expropriation or confiscation of facilities used by the Corporation, or labor strike, or by compliance with any federal, state or municipal governmental regulation or order, provided that the Corporation has notified the Official in writing of such cause within fourteen (14) days of its occurrence.

#### ARTICLE 8 - REMEDIES OF CORPORATION

If damages, other than loss or nonconforming services or of services not performed, are actually sustained by the Corporation due to any act or omission for which the City is legally responsible, the City shall allow a sum equal to the amount of such damages sustained by the Corporation as determined by the Official in writing, provided the Corporation shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days of the act of omission by the City.

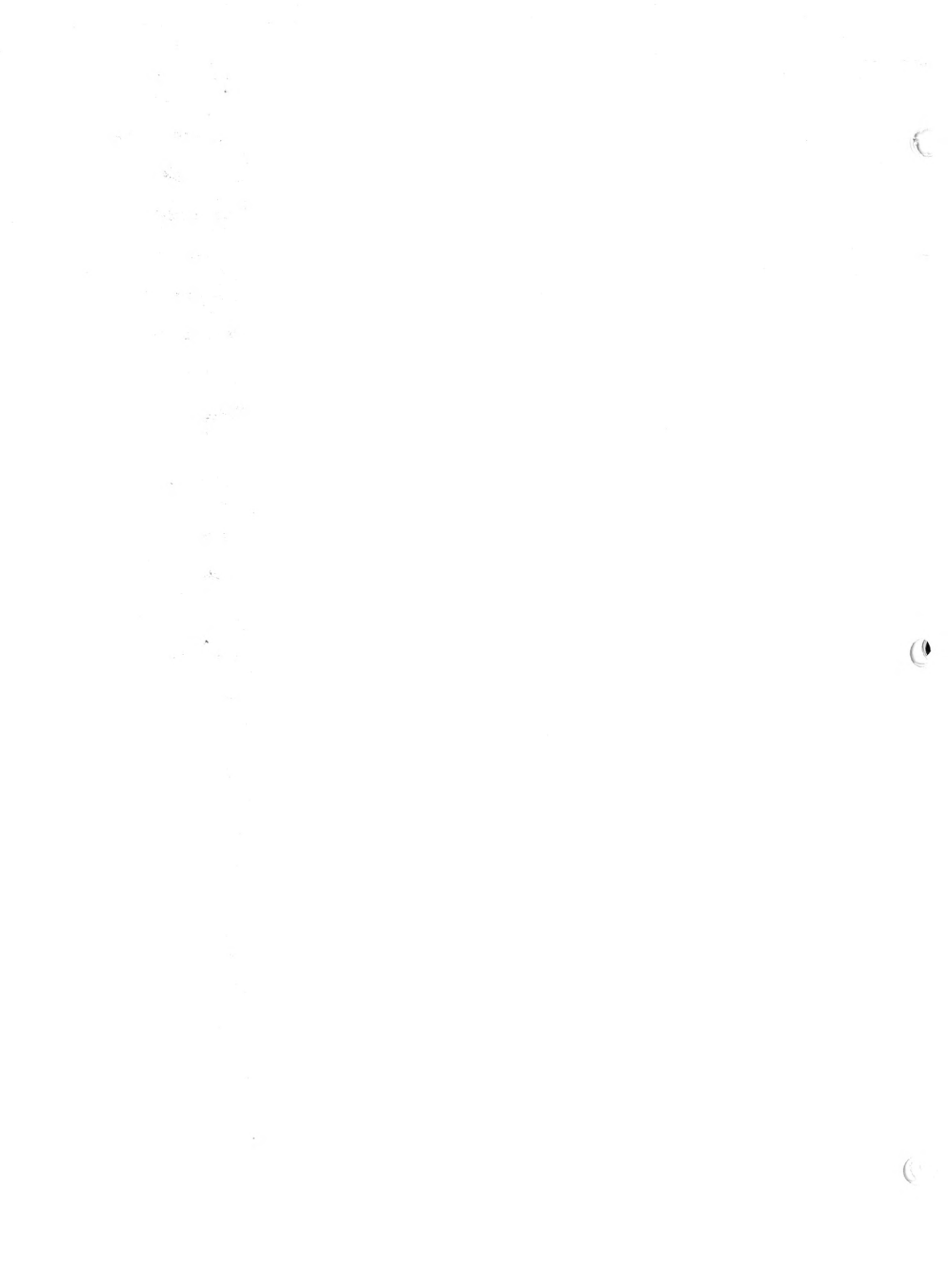


ARTICLE 9 - PERFORMANCE BOND

Simultaneously with the execution of this Agreement and before the same shall be binding on the City and the Corporation thereto, the Corporation shall deliver a bond in the sum of one thousand (\$1000) dollars by a surety company authorized to do business in the Commonwealth of Massachusetts, or a check in the amount of one (\$1) dollar, payable to the City of Boston and delivered to the City Auditor, in order to guarantee the full and faithful performance of all terms, conditions and provisions of the Agreement by the Corporation.

ARTICLE 10 - RELEASE OF CITY ON FINAL PAYMENT

Simultaneously with acceptance by the Corporation of what the City tenders as the final payment by it under this contract, the Corporation shall execute and deliver to the City an instrument under seal forever releasing the City from all claims and liabilities, excluding such claims and liabilities as are expressly excepted in said instrument, in any way connected with the Agreement.





IN WITNESS WHEREOF, the Corporation has caused this contract to be duly executed on its behalf and its hand and seals to be hereunto affixed and attended, and thereafter the City has caused the same to be duly executed on its behalf by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 1975.

This contract is being executed without an appropriation in accordance with G.L. c. 44 Section 53A pursuant to a city council order approved by the Mayor on May 28, 1975.

The provisions of PART II of this Contract supersede all terms and conditions of this PART with which they may be in conflict.

Certified as to availability of Appropriation:

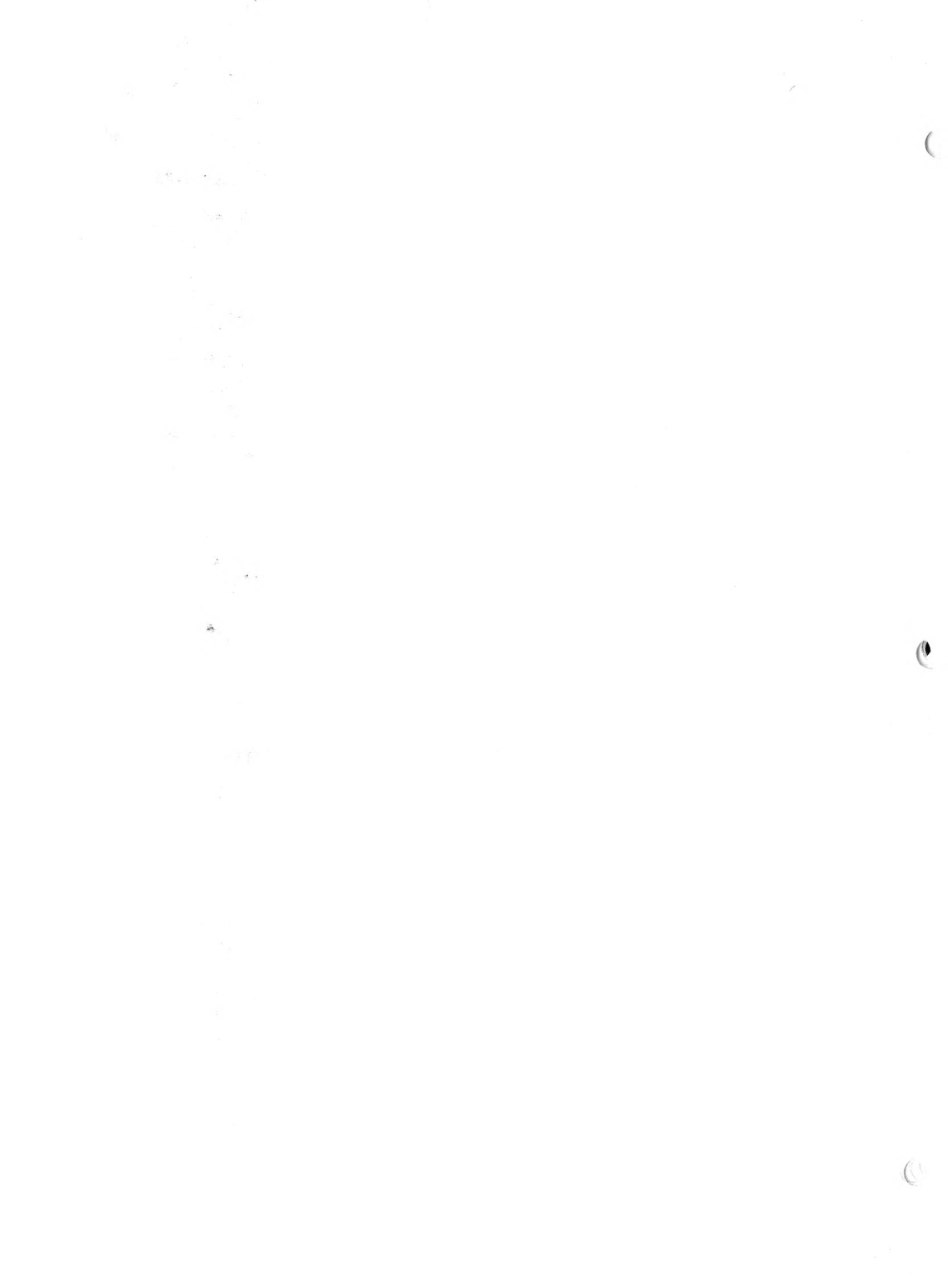
\_\_\_\_\_  
Auditor

\_\_\_\_\_  
Consultant

Approved as to form:

\_\_\_\_\_  
Corp. Counsel

\_\_\_\_\_  
By



CITY OF BOSTON  
COMMUNITY DEVELOPMENT BLOCK GRANTS  
PART II  
GENERAL TERMS AND CONDITIONS

I. GENERAL COMPLIANCES REQUIRED OF CONTRACTORS

A. Overall Compliances

The contractor employed under this contract shall comply with all the provisions of the Housing and Community Development Act of 1974, regulations issued pursuant thereto, and such directives and instructions as may be issued from time to time in connection therewith by the Department of Housing and Urban Development, and with all other Federal, State, and Local Laws applicable to its activities.

B. Equal Employment Opportunity and Non-Discriminatory Practices.

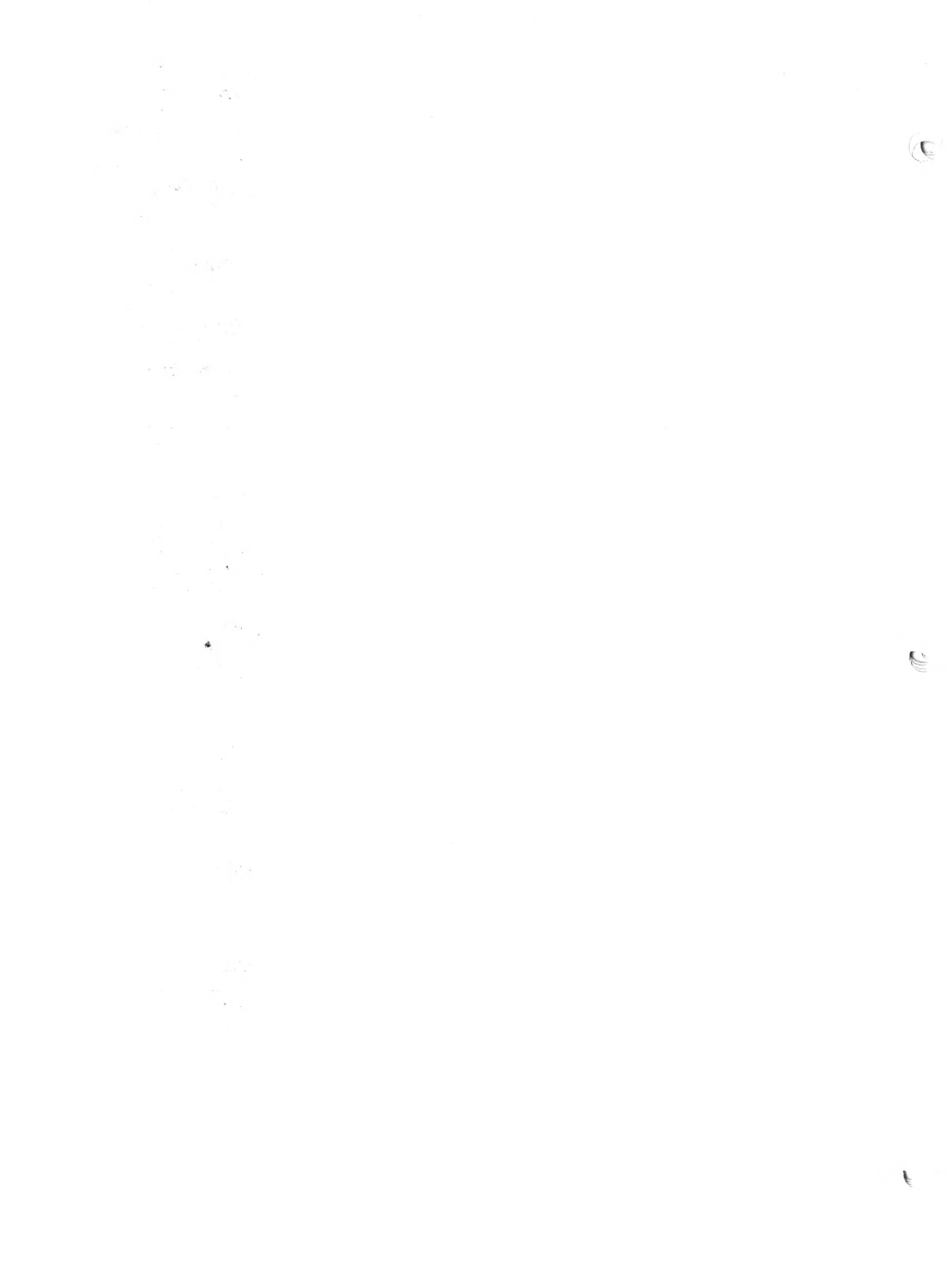
During the performance of this contract, the Contractor agrees as follows:

- (1) The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be approved by or provided by the City setting forth the provisions of this nondiscrimination clause.

The following provisions, paragraphs (2) through (7), shall apply when (a) this contract is for construction, demolition, landscaping, or similar activities and the contract amount is greater than TEN THOUSAND DOLLARS (\$10,000.00).



- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will submit all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation



tion with a subcontract or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

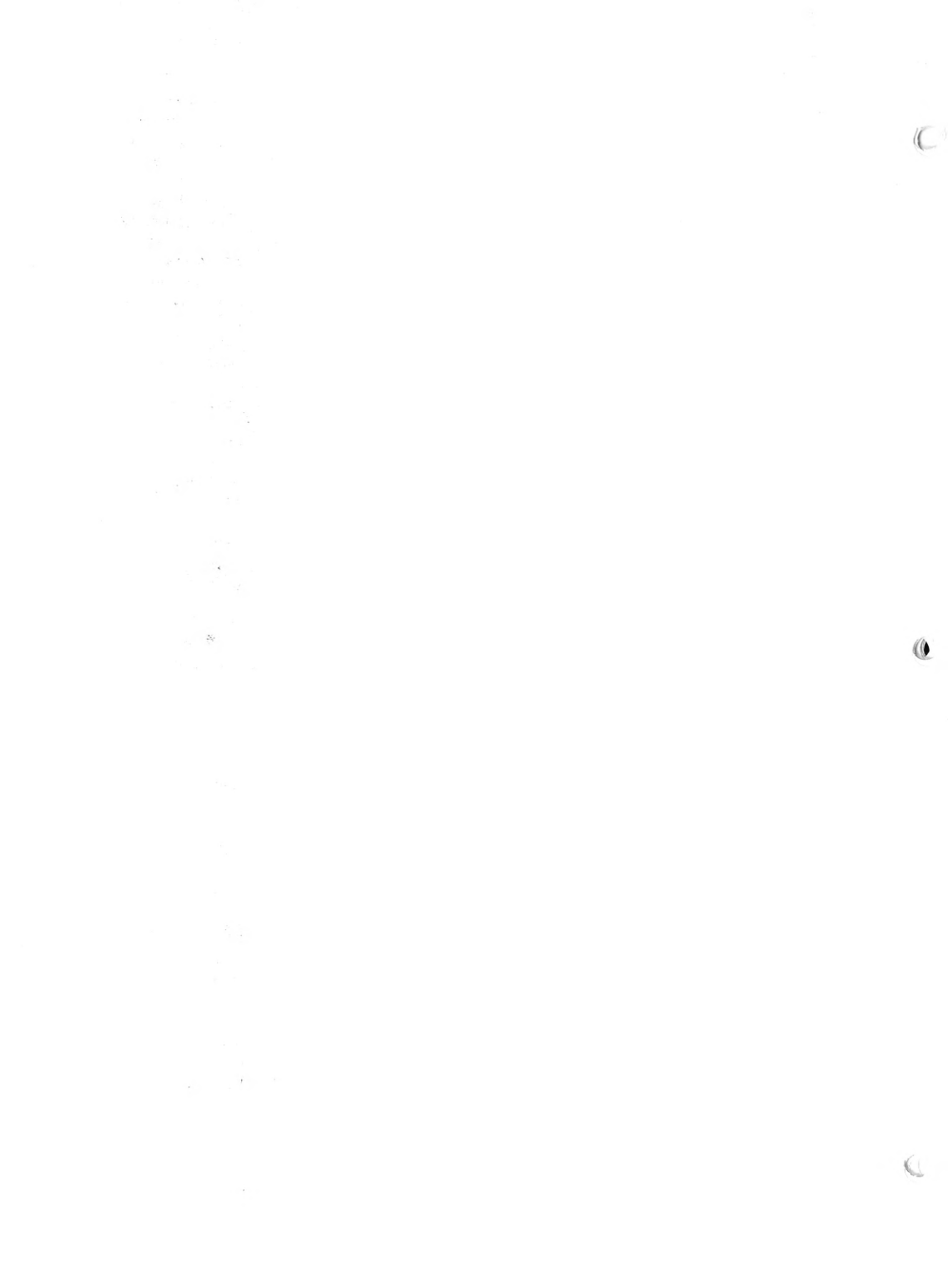
- (8) Provisions (1)-(7) shall be included in any subcontracts for construction, demolition or landscaping over \$100,000.
- (9) If this is a construction, demolition or landscaping contract for \$50,000.00 or more, and the contractor has over 50 employees, the contractor shall develop a written affirmative action program. This program shall provide detailed steps to guarantee equal employment opportunity for minority groups, and shall include a table of job classifications. Each contractor shall annually and by March 31 file such employment information on Standard Form 100(EEO-1).

C. Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials:

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

D. Requirements for Training, Employment and Business Opportunities

- (1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 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.
- (2) The parties to this contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR \_\_\_\_\_, and all applicable rules and orders of the





Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- (3) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (4) The Contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR \_\_\_\_\_. The contractor will not subcontract where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR \_\_\_\_\_ and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (5) Compliance with the provisions of section 3, the regulations set forth in 24 CFR \_\_\_\_\_, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the City and its successors and assigns. Failure to fulfill these requirements shall subject the City, its contractors, subcontractors, and assigns to those sanctions specified in the City's contract with HUD under the Housing and Community Development Act of 1974, and such sanctions as are specified by 24 CFR 135.

E. Conflict of Interest

The contractor agrees to comply with provisions of General Laws c.268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any city officer, agent, or employee, or any other party, nor shall the contractor agree to job-related gifts, regarding this contract or any other matter in which the City has a direct and substantial interest. The contractor agrees to incorporate a provision prohibiting such interest in all subcontracts.



F. Nondiscrimination Under Title VI of the Civil Rights Act of 1964

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenant. The Grantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

II. ACCESS TO RECORDS

The City, the Department of Housing and Urban Development, the Comptroller General of the United States, or their duly authorized representatives, shall, for a period of three years, or, for such longer periods may be duly authorized, have access to any books, documents, papers and records of the contractor, which are pertinent to any matter covered in this Agreement, for the purpose of making audit, examination, excerpt, and transcriptions.

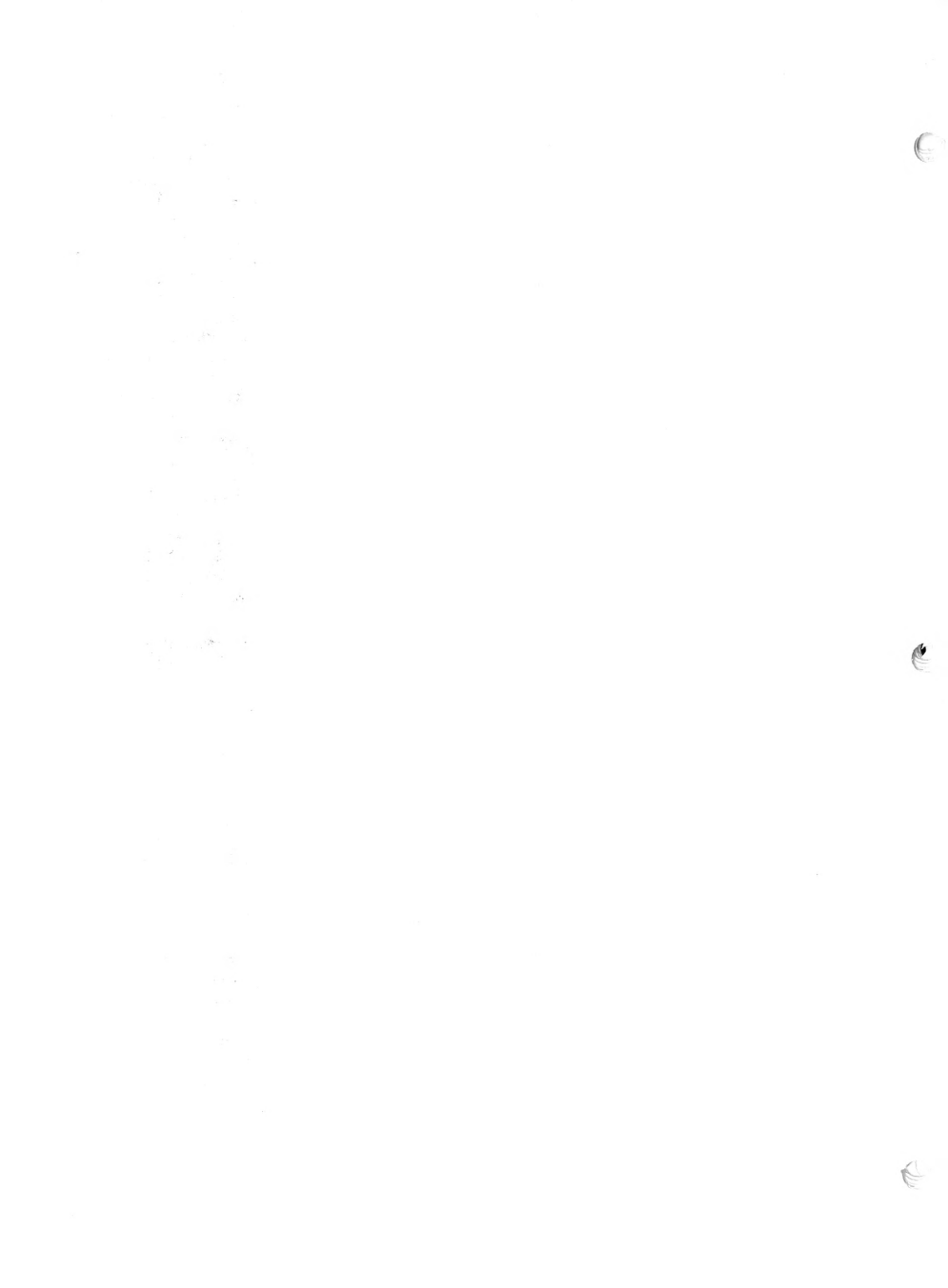
III. COPYRIGHTS AND PATENTS

A. Copyrights

The Contractor agrees that where any activity performed under this Agreement results in a book or other copyrightable material the Contractor is free to copyright the work, but the City and HUD reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

B. Patents

The Contractor agrees that if activities performed under this Agreement produce any patentable items, patent rights, processes, or inventions, such fact shall be promptly and fully reported to the City and HUD, and absent an agreement to the contrary. HUD shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery--including the rights under any patent issued thereon--shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy".



#### IV. SPECIAL CONSTRUCTION CONTRACT PROVISIONS

The following requirements shall apply to construction contracts in excess of two thousand (\$2,000.) dollars.

##### A. Minimum Wages

- (1) All mechanics and laborers employed or working upon the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
- (2) The contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, (including apprentices and trainees, to be used the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.
- (3) The contracting officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers



or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event of the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

- (4) If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonable anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, The Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(5) Withholding

HUD may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(6) Payrolls and Basic Records

(1) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct



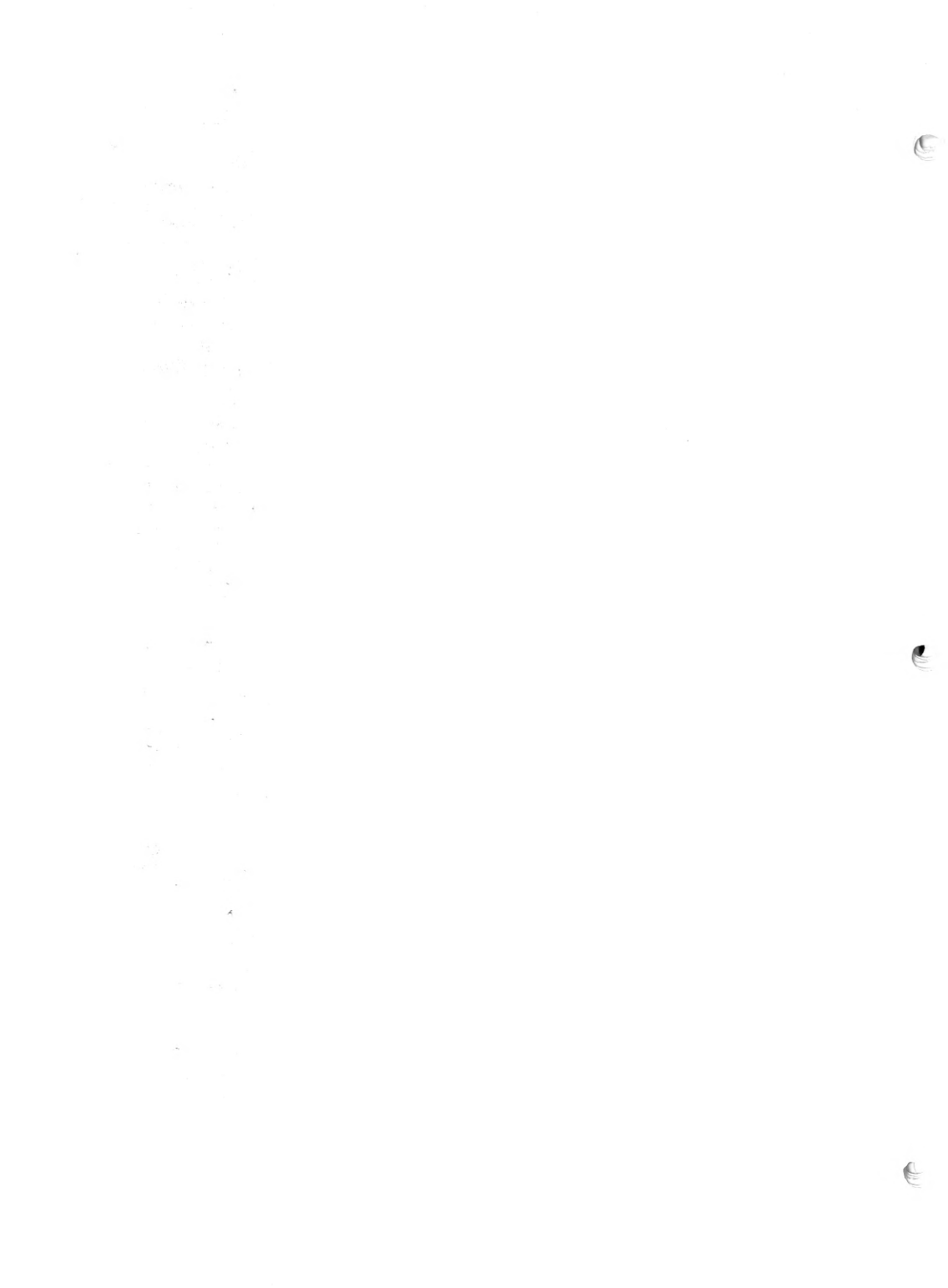


classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in section 1(b)(2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

- (7) The contractor will submit weekly a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is not such a party the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The copy shall be accompanied by a statement signed by the employer or his agent indicating that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classification set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the (write the name of agency) and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

- (8) Apprentices and Trainees - (1) Apprentices.

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no



such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (ii) of this subparagraph or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(9) Trainees

Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and, where subdivision (iii) of this subparagraph is applicable, in accordance with the provisions of Part 5a of this subtitle.

(10) Application of 29 CFR Part 5a

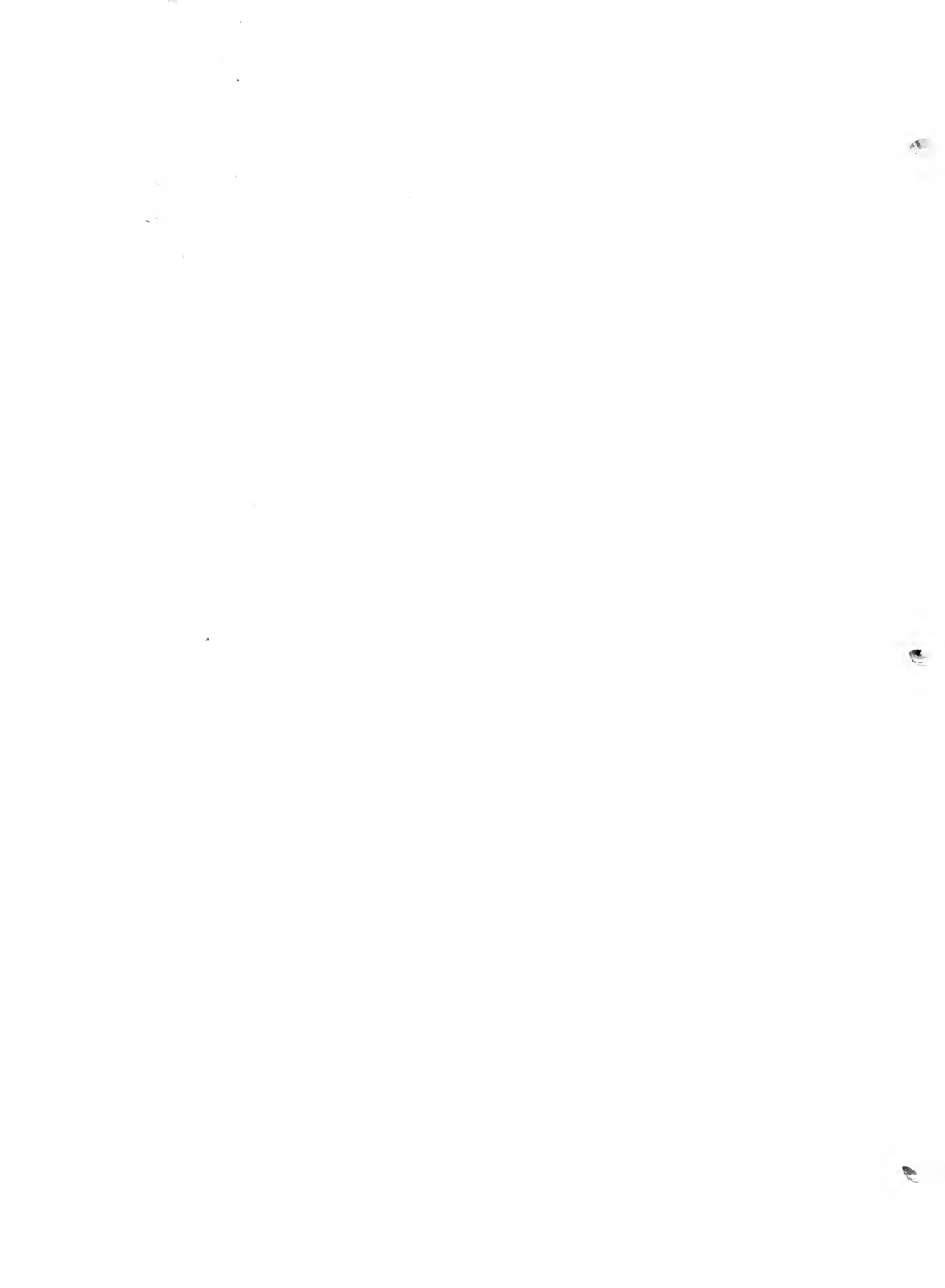
On contracts in excess of \$10,000 the employment of all laborers and mechanics, including apprentices and trainees, as defined in section 5.2(c) shall also be subject to the provisions of Part 5a of this subtitle. Apprentices and trainees shall be hired in accordance with the requirements of Part 5a of this subtitle.

(11) Compliance with Copeland Regulations (29 CFR Part 3)

The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(12) Subcontracts

The contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.



(13) Contract Termination; Debarment

A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

C. Overtime

(1) Overtime Requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit and laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (1), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).

(3) Withholding for unpaid wages and liquidated damages.

The Department of Housing and Urban Development may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessarily to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2).



(4) Subcontracts

The contractor shall insert in any subcontracts the clauses set forth in subparagraphs (1), (2), and (3) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

V. WORK HOURS AND SAFETY STANDARDS

In construction contracts in excess of \$2,000 and other contracts in excess of \$2,500, the Contractor agrees to comply with sections 103 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-5). Under section 103 of the act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission or intelligence.

VI. ENVIRONMENTAL CONSIDERATIONS

A. Flood Disaster Protection

The Owner of land subject to acquisition or improvement under this contract, and its successors or assigns, are hereby obligated to obtain and maintain, during ownership of the land which is the subject of this contract, such flood insurance as is required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. This obligation is binding notwithstanding the fact that construction on the land which is the subject of this contract is not itself funded out of assistance provided under the Housing and Community Development Act of 1974.

B. Compliance with Clean Air Act and Federal Water Pollution Control Act

- (1) The Contractor stipulates that any facility to be utilized in the performance of this contract is not listed on the List





of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

- (2) The Contractor agrees to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.
- (3) The Contractor stipulates that as a condition for the award of this contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) The Contractor agrees that it will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt sub-contract and that it will take such action as the Government may direct as a means of enforcing such provisions.

C. Lead-Based Paint

The Contractor agrees to comply, where applicable, with HUD Lead-Based Paint regulations, 24 CFR, Part 35, including the elimination of lead-based paint hazards under subpart B of said regulations. The City is responsible for the inspections and certifications required under section 35.14(f) thereof.

VII. Design Contracts

The Contractor shall comply with the Architectural Barriers Act of 1968 and the "American Standard Specification for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped" Number A-117.1R-1971, as modified, in the design of any facilities under this contract.







included by reference and made a part hereof. The Homesteader has been selected for this Homestead by (e.g.) Mattapan Housing Commission whose present address is \_\_\_\_\_, and a lease of the Homestead has been granted to the Homesteader, who has agreed to rehabilitate the Homestead to Boston Housing Code standards. The Homesteader needs to borrow up to Maximum Loan Amount in order to rehabilitate the Homestead. The loan funds to be made available by the Lender are intended for short term construction financing. Completion of the rehabilitation will allow for the permanent long term financing of obligations incurred for the rehabilitation of the property. Such permanent financing will permit the reuse of short term funds by the Lender for future Homesteaders (revolving fund).

4. AGREEMENT TO LEND. The lender agrees to lend up to the Maximum Loan Amount, based on the following:

- (1). Payments on the Standard Homesteading Contract shall be made by check to the order of the Builder in progress and withholding payments in the manner described in said Contract. Payments may only be made after approval by signature of the Homesteader and the appropriate rehabilitation Specialist on the program's "Rehabilitation Payment Request".
- (2) Any amount specified for lending under "(3) Other (Specify) \_\_\_\_\_" as above shall be certified by the Homesteader as being required for the rehabilitation of the Homestead property. Lending under this item shall only be made after the Non-Profit Corporation is in receipt of a form of certification as required by the Director of the Urban Homestead Program as well as any other documentation that the Director may require.



5. AGREEMENT TO BORROW. The Homesteader agrees to borrow or otherwise provide funds in order to provide for payment to the contractor after Homesteader's signed approval of work on the "Rehabilitation Payment Request." Such borrowing or other provision of funds by the Homesteader shall be made within 1 week of the Homesteader's approval of work via signature on the "Rehabilitation Payment Request."

6. AGREEMENT TO EXECUTE SUBORDINATION AGREEMENT. The Lender, as the Non-Profit Grantor of a Deed to be executed after completion of the rehabilitation of the property to the Boston Housing Code Standards, agrees to execute a Subordination Agreement to be recorded accompanying the Deed to the Homesteader whereby the Non-Profit Corporation will subordinate its reverter interest in the property to the first mortgage lien of the mortgagee.

7. AGREEMENT TO HOMESTEAD

A. Rehabilitation

The Homesteader agrees to proceed with rehabilitation as promptly as possible and specifically agrees to commence rehabilitation within 30 days of this date, to complete work items equivalent to 50% of the total value of the contract items within nine months of this date, and to complete the rehabilitation of the property to the Boston Housing Code Standards within one year of this date.

B. Occupancy

The Homesteader agrees to occupy the property as his/her principal residence for three years. The Homesteader agrees to occupy the property as soon as possible after completion of plumbing, electrical, and heating systems and will not occupy the property until the property is in conformance with minimum health and safety standards.

C. Inspection





The Homesteader agrees to permit inspections of the property as described in the Standard Homesteading Contract and to further permit inspection at other reasonable times by appropriate rehabilitation specialists and public employees during the three year required occupancy period.

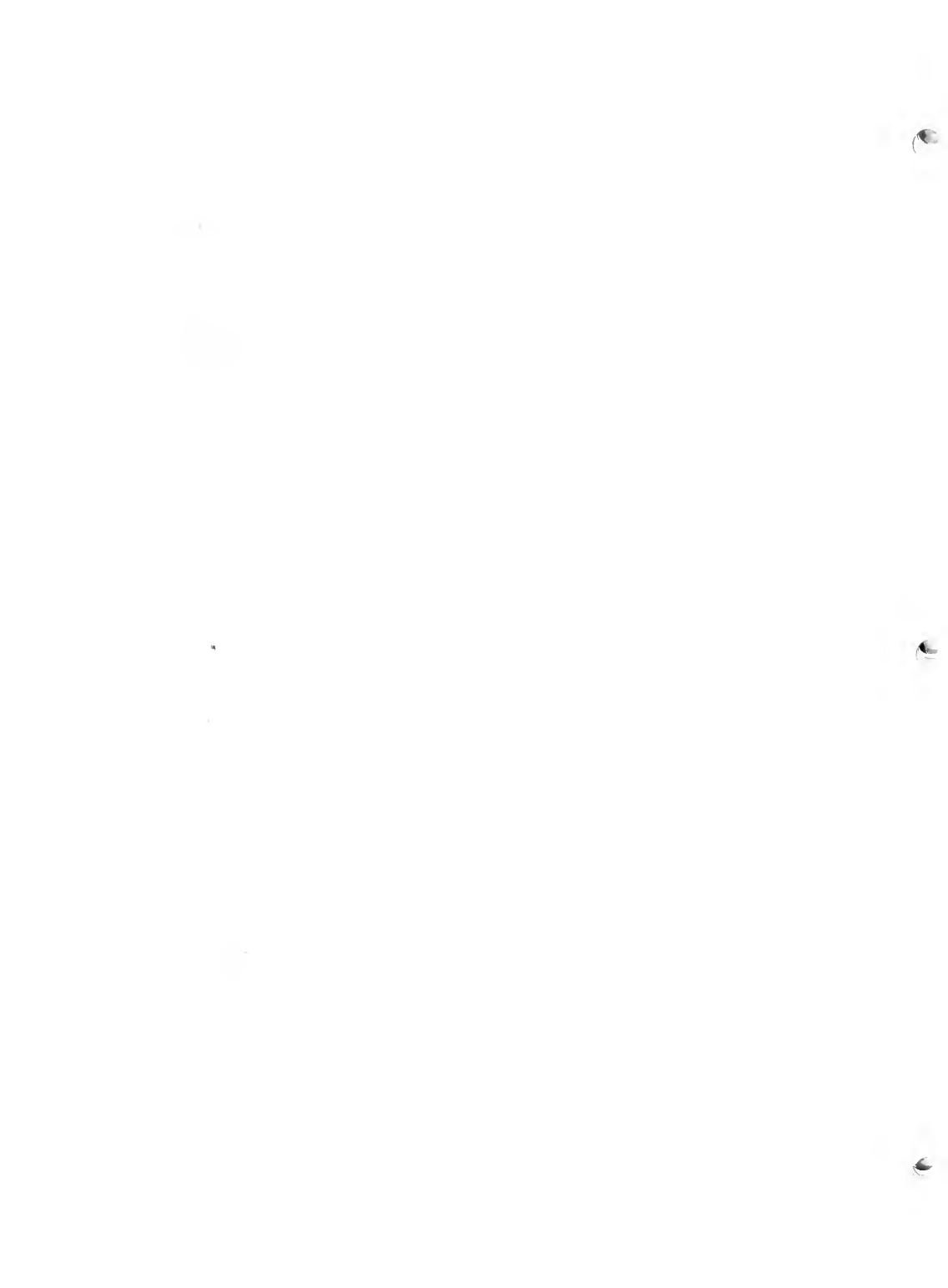
8. PROPERTY INSURANCE The Homesteader agrees with the assistance of the Non-Profit Corporation to have appropriate property insurance placed on the Homestead as of commencement of construction, and to have the Lender named as insured in the insurance policy.

9. REFINANCING. The Homesteader agrees to cooperate in signing the documents required by the permanent Lender to initiate permanent, long-term financing of the obligations incurred for the rehabilitation of the property.

10. START OF CONSTRUCTION. The Homesteader warrants and agrees that no rehabilitation has been started and that none will be started until at least the day following the execution and delivery of this Agreement, the Lease and the recording of each prime contractor's and each prime contractor's subcontractors waiver of liens.

11. RECORDING. Since a waiver of liens must be recorded by each Homesteader's contractor and each prime contractor's subcontractors before proceeding with rehabilitation. Evidence of such recording shall be filed with the Non-Profit Corporation's office before proceeding with rehabilitation.

12 RELEASE OF LIENS. At lender's request, the Homesteader shall deliver to the Lender, at the completion of the rehabilitation, properly



executed and delivered releases by all possible claimants to their rights to file claims against the real estate or any part thereof for labor or material.

13. MISCELLANEOUS. The warranties and agreements herein shall bind, and the benefits of this Agreement shall inure to, the Homesteader and the Lender and their respective heirs, executors, administrators, successors and assigns, but the Homesteader shall not assign this Agreement or any part thereof without the express written consent of the Lender. If this Agreement is executed on behalf of the Homesteader by more than one person or entity are joint and several.



14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and shall not be modified except by a writing duly signed by both parties.

IN WITNESS WHEREOF, this Agreement is executed under seal the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

HOMESTEADERS:

\_\_\_\_\_

..... (Seal)  
\_\_\_\_\_

\_\_\_\_\_

..... (Seal)  
\_\_\_\_\_

WITNESS:

LENDER

\_\_\_\_\_

\_\_\_\_\_



## OTHER LEGAL MATTERS

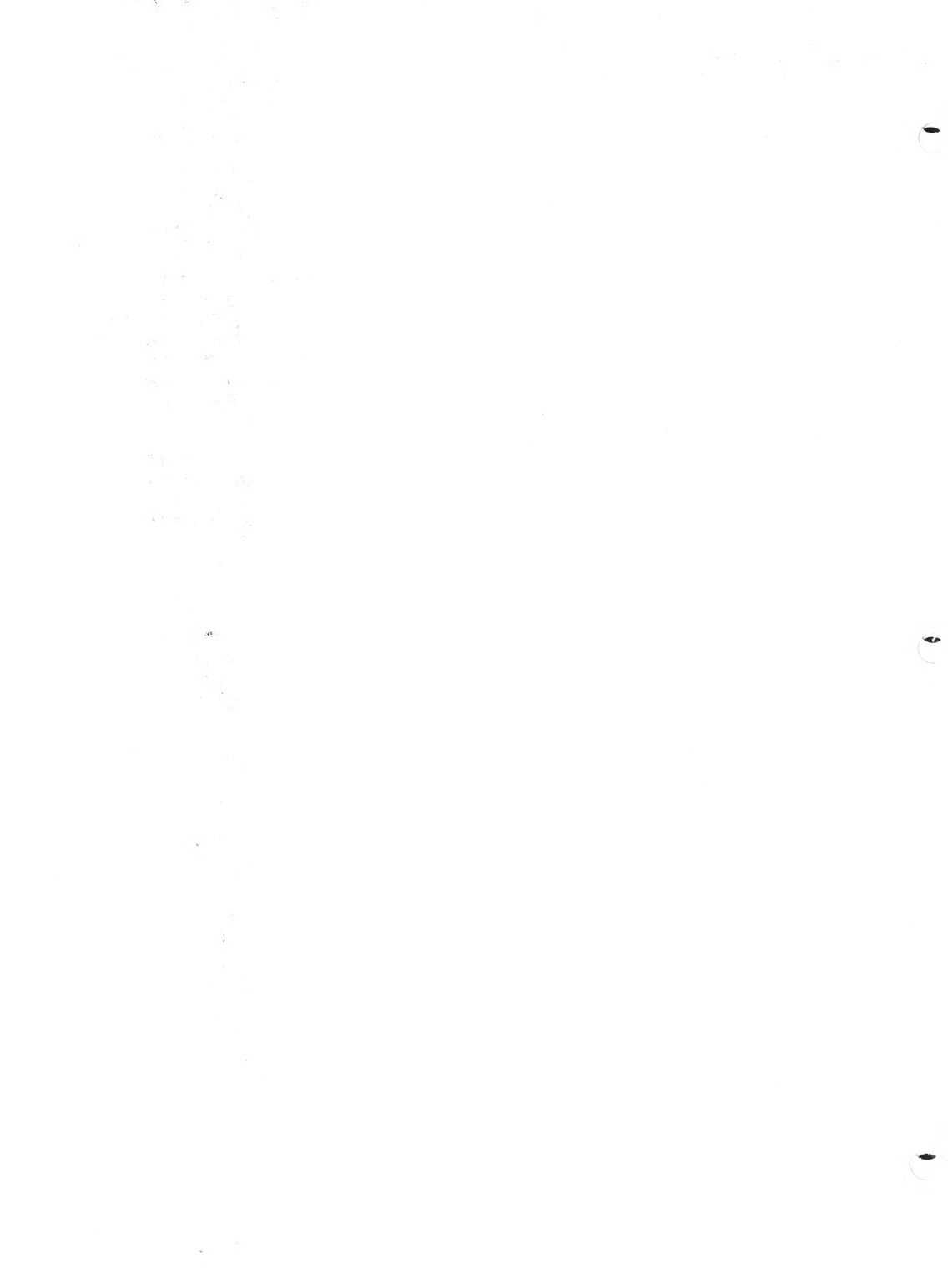
### LEGAL OBSTACLES

The only remaining legal obstacles that prevent the City of Boston's participation in the Section 810 Urban Homesteading Demonstration, if approved, are the federal requirement for City Council authorization-an authorization which is not required by local law-and the approval of the Boston Redevelopment Authority (BRA) Board authorizing the acceptance of title to HUD properties and their immediate conveyance to the local Housing Corporation. Neither obstacle will present a substantial problem.

The draft of the City Council resolution included herein will be submitted to the City Council during the week the City receives its approval. During the same week, the Thursday morning meeting of the Boston Redevelopment Authority will consider the Homesteading proposal.

### OCCUPANCY-BUILDING COMMISSIONER

Under the Rehabilitation Loan Agreement the homesteader may not occupy the property until the major housing systems have been completed and until the property is in conformance with minimum health and safety standards. As long as the properties do not endanger the health and safety of the residents, the Building Commissioner is not required to obtain special authorization or legal approval to allow occupancy of the properties.





## Appendix

A number of current city programs were referenced in the text of this application. The purpose of this appendix is to explain those programs.

### I. Housing

Boston's programs for housing revitalization are intended to coordinate use of city, state, and federal resources, and to stimulate additional private investment. They are designed to provide and improve housing in a way that contributes to neighborhood stability, while maintaining the cost of housing at affordable levels. Property owners, tenants, builders, and lending institutions will be encouraged to play responsible roles in:

- maintaining and improving Boston's existing housing;
- constructing new housing to meet the well-defined needs of groups such as the elderly.

In 1975, a total of \$10 million in CDBG funds will be committed to five housing programs. These programs are not a complete answer to Boston's housing problems, but they are intended to provide public support where it can produce the greatest effect:

1. A program of incentives for rehabilitation of owner-occupied housing.
2. A comprehensive program to deal with abandoned housing.
3. A public housing rehabilitation program.
4. Support for special housing programs.
5. A new housing construction and rental assistance program.

#### A. Incentives for Rehabilitation: HIP

The Housing Improvement Program (HIP) will provide incentives for the rehabilitation of existing housing through moderate private investment. During the past year, an experimental HIP program, using tax rebates, has successfully aided over 1,200 homeowners bring their one to three family buildings up to code standards with private investment totalling over \$3 million. On the basis of this promising experience the City will improve and expand the HIP program, using CDBG funds.

#### Incentives Offered

**Rebate.** An eligible homeowner can receive a cash rebate of 20% of repair value as estimated by a City rehabilitation specialist. The rebate can be received either as a direct rebate to the owner within a few weeks of the satisfactory completion of repairs, or as a means of improving the availability of loan funds from local banks.



Protection from property tax reassessment - The homeowner will not be reassessed due to any eligible improvements made under the program.

Technical Assistance - The homeowner may receive informal or formal counseling in all matters relating to the financing and construction of the intended home improvements, upon request. Available assistance includes advice on consumer protection, home burglary protection, and energy conservation.

### Eligibility

A survey must be conducted by a rehabilitation specialist before the work begins in order to qualify for the 20% rebate. In addition, owners must meet the following requirements to receive program benefits:

- The property to be improved must be a one- to six-family building.

- The property must be owner-occupied.

- The owner(s) must have a "taxable income" of less than \$16,000 per annum as it appears on the most recent "Taxable income" is adjusted gross income minus all deductions and exemptions.

- Eligibility of all repair work proposed, and the value of repairs to be undertaken will be determined by the rehabilitation specialist after surveying the building. In general, repairs for which the 20% rebate may be received include:

- water systems
- sewer systems
- heating systems and components
- electrical systems and components
- plumbing including: defective sinks, tubs, etc.
- insect/rodent eradication
- exit ways and steps
- walls, ceilings, floors (that are seriously deteriorated)
- porches
- roof(s)
- gutters and downspouts
- chimneys
- foundations
- exterior walls including: painting, siding
- windows
- insulation



A total of \$3.8 million has been committed to this program for 1975, of which \$3.05 million will be available for direct grants to homeowners. These funds should result in a total of at least \$15 million in direct reinvestment by homeowners, and the upgrading of over 3,000 buildings, or 6,000 to 7,000 housing units.

The program will operate with a minimum of both administrative cost and bureaucratic red tape. Homeowners will be encouraged to make their own repairs; when necessary, the rehabilitation specialists will advise them on how to select a contractor.

Since the program will rely on FHA Title I or conventional home improvement loans, financing is not expected to be a problem for families with good personal credit.

The program will be made available on a city-wide basis, with 11 site offices to bring services directly to neighborhoods with the greatest need for the program. A share of total grant funds has been tentatively set aside for each neighborhood.

#### B. Abandoned Housing Program

In many areas of Boston, a number of abandoned and badly deteriorated buildings pose a considerable threat to the security, safety, and economic viability of the neighborhoods. There are currently some 1200 abandoned houses in the City, concentrated heavily in Franklin Field, Roxbury, and parts of Dorchester and Jamaica Plain.

An abandoned building may appear to be a housing resource, but in most cases it is a serious liability. Studies have shown that the cost of rehabilitating most abandoned buildings -- \$10,000 --per dwelling unit or more -- will far exceed what the building could be sold for after rehabilitation. In addition, rehabilitation of most buildings is literally not possible because of the unavailability of mortgages in impacted areas.

Abandoned properties have a negative impact not only on the immediate neighborhood, but on the City as a whole. An abandoned house can erode the value of surrounding property, often causing more abandonment. These buildings become prime sources of vandalism, crime, and fire, imposing additional costs on the City for police and fire protection. Beyond these costs, the lives and safety of the City's policemen and firemen, as well as neighbors, are at stake.

In areas where abandonment occurs, it is a clear priority of residents to remove buildings that are beyond rehabilitation. In response, using CDBG funds, Boston will initiate a \$2.0 million comprehensive approach to the problem of abandonment in 1975.



This approach to abandonment has begun already with a thorough inspection of all abandoned houses in the City. For buildings which are structurally unsafe and cannot be rehabilitated, demolition will be scheduled. A total of \$1.7 million has been committed for demolition in 1975, in addition to the Building Department budget. This should allow the City to virtually eliminate the backlog of abandoned buildings over the next 2 years.

For buildings which can be rehabilitated at a reasonable cost, a program of immediate boarding and securing will begin. This program will be an expansion of the successful Model Cities boarding program, allowing for immediate securing of property to prevent vandalism. A total of \$300,000 is budgeted for boarding.

### C. Public Housing Rehabilitation

The Community Development legislation is clear in its intent to assist families and individuals of low and moderate income. The Boston Housing Authority houses almost 10% of Boston's population, all of low to moderate income. Accordingly, the Mayor has allocated \$3 million of the City's Community Development funds to public housing. Most of this funding will provide for basic structural renovations at six older family developments including: Mission Hill (Roxbury), Mission Hill Extension (Roxbury), Maverick Street (East Boston), Washington-Beech (Roslindale), Old Colony (South Boston), and Cathedral (South End).

Other Community Development funds going to the BHA will be used in conjunction with CETA public employment program funds to pay for critical physical repairs by special rehabilitation task forces in all the BHA developments:

- three 11 man crews to rehabilitate vacant apartments and speed their readiness for new tenants;
- an 8 man crew to work in developments housing elderly;
- three 9 man crews to handle severe problems related to building maintenance;
- three 2 man crews to deal with vandalism and security problems;
- one 3 man plasterer crew to perform special long-postponed work at the Mary Ellen McCormack development.

In future years it is intended that Community Development funds will be concentrated in a limited number of projects in order to insure the greatest impact from limited funds.





#### D. Special Housing Program Support

The City will also use Community Development funds in 1975 to support special housing programs designed to encourage the preservation and rehabilitation of existing housing. In this category the program will provide funds to support a high-risk revolving loan fund, to be established under the Neighborhood Housing Services program in Mission Hill and Savin Hill.

In addition, the City will consider proposals from other neighborhood-based organizations for the rehabilitation of deteriorated housing. In 1975, a total of \$300,000 has been reserved for these local initiatives.

#### E. New Construction and Rental Assistance

In 1975 the Mayor is proposing a program allocating state and federal funds for the construction of the special housing required by an estimated 23,000 elderly households in Boston. This new construction will be proposed for locations carefully chosen to best meet the needs of the elderly and to complement private investment.

Additional state and federal rental assistance funds for low and moderate income families will be used primarily to protect the rights and interests of existing residents in the new and rehabilitated subsidized housing developments built under the federal programs currently facing serious economic difficulty.

Support for these efforts will come under Section 8 of Title II of the new Act, with an allocation of subsidies for Boston that is not yet finalized. Specific priorities are outlined in detail in the Housing Assistance Plan submitted with the City's grant application.

### II. Revitalization of Vacant Land

REVIVAL, the revitalization of vacant land, represents a City-wide effort to upgrade presently vacant land and make it available to the citizens of Boston. Much of this land is in residential neighborhoods and could be used productively to the benefit of the individual, while also increasing the attractiveness and liveability of the surrounding neighborhood.

#### A. Elements of the Program

Ownership Program - REVIVAL assists all homeowners who wish to purchase and improve the City-owned lots abutting their land. Owner occupants living next door to a vacant lot will be given first priority to purchase that lot. The City will aid the new owner of a vacant lot by making improvements to the extent that the land is presentable for use and further improvements by the owner.



Victory Gardens - Under REVIVAL, Community Development Block Grant (CDBG) funds will be allocated to expand the City's ongoing Victory Gardens program. Each Victory Garden site contains a large number of smaller garden plots. Individuals may apply at their Little City Hall for a garden plot in an existing Victory Garden. Qualified groups may also apply to develop a new Victory Garden site. The City will make basic improvements to Victory Gardens, and will provide a source of water at the site.

Garden Permits - Those individuals who would like to have land for a garden, but who could not purchase a lot, may apply for an annual garden permit for City-owned property under REVIVAL.

Some \$500,000 has been budgeted for basic topsoil and lot improvements to be made under this program.

### III. Neighborhood Business District Program

Local business districts may well be as critical as residential housing to the fabric of any neighborhood. Deterioration in these commercial centers is highly visible because they are located on major streets. They also have traditionally been thought of as the centers of their surrounding neighborhoods, so that their condition reflects on the character, image, and vitality of the entire residential neighborhood.

Accordingly Boston is proposing a business district revitalization program in the amount of \$2 million that will address basic problems of these commercial centers:

When new suburban shopping malls were built, many of the centers -- particularly those not on transit lines --lost major stores because of insufficient parking. With the resulting loss of customers, many of the progressive smaller stores left also. Without competition and with low rents, many of the remaining stores have been unable to adapt to new market forces.

At the same time, the centers have not kept pace with the pedestrian amenities and promotional activities that have increased the appeal of the shopping malls. In addition, many storefronts are outdated and unattractive.

Vandalism, harrassment by teenagers, theft and crime in general have all been increasing, and have discouraged both customers and merchants.



The comprehensive commercial centers revitalization program planned to confront these problems will include:

1. public improvements, including parking, lighting, pedestrian amenities, and major walk and street improvements to be carried out under the City's Capital Improvements program;
2. foot patrolmen assigned to the centers during critical hours to enhance merchant and shopper security;
3. technical assistance to businessmen on marketing, financing, physical improvement and crime protection;
4. a storefront rehabilitation program similar to HIP, where businessmen indicate sufficient interest.

A pilot revitalization program has been under way in Mattapan Square since 1972, with some major successes already showing. New activities will be carried out in centers where there is obvious need, community desire for improvement, potential for economic growth, and commitment on the part of local businessmen. Comprehensive programs along these lines are planned in centers meeting these criteria: Grove Hall, Center Street in Jamaica Plain, Dudley Station, Roslindale Square, and Central and Maverick Squares.

In addition other improvements, such as the Mayor's sodium vapor lighting are scheduled for Codman Square, West Broadway, Brighton Center, Kenmore Square, Charles Street, Egleston Square, and Morton Street and Walk Hill Street at Blue Hill Avenue. It is hoped that these public commitments will encourage businessmen to participate or invest in further improvements.

#### IV. Capital Improvements

The City of Boston's Capital Improvements Program is designed to meet the needs of the City's residents for schools, libraries, recreation buildings, police and fire stations, parks, streets, residential and commercial street lighting, and water and sewer lines. The program requires a long-term investment in the City's physical plant through new buildings, major repairs, and renovations.

The Capital Improvement Program is financed in three ways: bond issues, State and Federal aid, and cash revenue funds. This year the City of Boston will be using more than \$8 million in Community Development Block Grant funds to be spent in coordination with the City's own Capital Budget to restore and strengthen Boston's neighborhoods.



A. Public Works

The Public Works Department has spent more than \$28 million on improvements to streets, street lighting, sidewalks, and water and sewer mains since 1968. In 1975, nearly \$5 million of Community Development funds will be spent for similar activity, together with funds allocated from the City's Capital Budget. This coordinated use of resources will enable the City to meet the requests of citizens for additional residential street lighting, and to substantially upgrade residential and local business neighborhoods.

B. Parks and Recreation

In 1975 over \$16 million from the Capital Budget and \$500,000 of CDBG funds will be committed to continuing neighborhood activities of the Parks and Recreation Department. More than 70 parks have been either constructed or substantially improved since 1968, and another 40 are in the process of being upgraded. Other improvements range from resurfacing of basketball courts to the construction of extensive recreational facilities. In addition, over \$300,000 of CDBG funds will be spent to plant trees in Boston's neighborhoods, an integral part of neighborhood development.

C. Public Facilities

Boston's commitment to its neighborhoods is demonstrated by expenditure of more than \$200 million by the Public Facilities Department throughout the City since 1968. Another \$200 million is committed to this program in 1975.

Twenty-four schools have been constructed since 1968 -- a record -- and another twelve are scheduled for completion within a year's time. The resurgence of school construction has been highlighted by the Community School concept. Community Schools encourage intensive use of facilities in non-school hours by all members of the local community. In this manner the City is directing its energies toward decentralized responsibility for local functions. In keeping with this theme, CDBG funds will be used for the expansion and renovation of several neighborhood non-school facilities.

Other facilities constructed since 1968 include twelve new recreational facilities, ten fire stations, seven libraries, three police stations, six health care delivery centers, and six new off-street parking lots. Together, these results of the City's public facilities program provide concrete evidence of Boston's commitment to neighborhood revitalization.





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