

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS:

SUPERIOR COURT DEPARTMENT
NORFOLK COUNTY DIVISION
Civ. Action No.

CAROLYN GAY POLLOCK,

Plaintiff,

v.

WEYMOUTH COMMONS EAST

ASSOCIATES I and II,

JOHN M. CORCORAN and P. LEO

CORCORAN, in their capacity as

general partners of Weymouth

Commons East Associates I

and II,

CORCORAN MANAGEMENT CO., INC.,

CHARLES M. MORAN JR.,

SANDY LARSEN-SOUZA, and,

CAROL A. MacDONALD,

Defendants.

COMPLAINT

PRELIMINARY STATEMENT

1. Carolyn Gay Pollock is a disabled, forty-nine-year old long-time tenant of Weymouth Commons East (WCE), which is a partially federally-subsidized development of 198 units in Weymouth, Ma. After many years of productive employment, Ms. Pollock suffered a severe fall at work, developed a totally disabling illness, and was relegated to subsisting on Social Security Disability Insurance. As a result, she was unable any longer to afford the market rent that she had been paying to WCE and, in August of 1988, inquired of WCE regarding the possibility of accommodating her handicap by making available to her one of the many federal Section 8 rent subsidies that were allotted to, but not being used by, the development. WCE replied that it had no such subsidies to afford her. Fourteen months later, but only after Ms. Pollock had initiated an administrative investigation of WCE's practices, WCE finally offered her the subsidy she had sought, but not retroactive to her initial date of eligibility.

Ms. Pollock brings this action seeking a determination that WCE's refusal to afford her a §8 subsidy constituted a failure to make reasonable accommodation of her handicap in violation of the Rehabilitation Act of 1973, 29 U.S.C. §794, and the Fair Housing Act Amendments of 1988, 42 U.S.C. §3604. In addition, she seeks a declaration that defendants' policy and practice of failing to utilize the full number of contracted §8 subsidies at WCE represents: a breach of the Housing Assistance Payments contract between WCE and the Massachusetts Housing Finance Agency, as to which Ms. Pollock is a third party beneficiary; a violation of 42 U.S.C. §3604,

inasmuch as it has the effect of depriving Ms. Pollock of a properly racially mixed environment in which to live; and, a violation of the United States Housing Act of 1937, 42 U.S.C. §1437f(a), insofar as it deprives her of the economically mixed environment that Congress sought, and WCE agreed, to create. Finally, Ms. Pollock seeks an injunction against the continued exercise of WCE's policy regarding the disuse of §8 subsidies, as well as actual and punitive damages for the breach of contract and statutory violations just described.

JURISDICTION

2. Jurisdiction is conferred upon this Court by G.L. c. 212, §4, and c. 214, §1 (1990), which provide for general and injunctive relief, respectively.

PARTIES

3. Plaintiff CAROLYN GAY POLLOCK is a tenant at Weymouth Commons East, 141 Audubon Rd., Apt. 403, in Weymouth, Ma. 02188.

4. Defendants JOHN M. and P. LEO CORCORAN are the listed general partners of both WEYMOUTH COMMONS EAST ASSOCIATES I (WCE) and WEYMOUTH COMMONS EAST ASSOCIATES II (WCE II), each of which is a Massachusetts limited partnership. Pursuant to one or both of these defendants' signatures, WCE entered into each of the agreements that form the foundation of this action. WCE II was formed in January of 1990 for the purpose of purchasing WCE. Each

of these defendants is a resident of Massachusetts, and WCE maintains a business office at 74 Donald St., Weymouth, Ma. 02188.

5. CORCORAN MANAGEMENT CO., INC. is a Massachusetts corporation that manages and operates the development known as Weymouth Commons East. Its offices are located at 100 Grandview Rd., Suite 205, Braintree, Ma. 02184.

6. CHARLES M. MORAN, JR. is an employee of the Corcoran Management Co. and, at the times relevant to this action, was that company's Senior Vice President/Director of Operations.

7. SANDY LARSEN-SOUZA is an employee of the Corcoran Management Co. and, at the times relevant to this action, was the Site Manager of Weymouth Commons East.

8. CAROLYN A. MacDONALD is an employee of the Corcoran Management Co. and, at the times relevant to this action, was that company's Senior Property Manager.

FACTS

9. For the past ten years Carolyn Gay Pollack has been a tenant of defendants John M. and P. Leo Corcoran (hereafter referred to as defendant owners). She currently resides at 141 Audubon Road, #403, which is within the development known as Weymouth Commons East (WCE).

10. WCE is a 198 unit housing development that was financed with assistance from the federal Department of Housing and Urban Development (HUD) pursuant to the National Housing Act's

§221(d)(4) mortgage insurance program [12 U.S.C. §1715l(d)(4)] and the United States Housing Act's then existing §8 Housing Assistance Payments Program for New Construction [42 U.S.C. §1437f(b)(2)].

11. Under the §221(d)(4) mortgage insurance program, HUD insured WCE's mortgage payments, which enabled WCE to secure a private mortgage at an interest rate substantially below market, thereby significantly reducing the cost of developing WCE.

12. In return for the federal mortgage insurance, WCE signed an agreement with HUD that, *inter alia*, obligated WCE to enter into a Housing Assistance Payments (hereafter HAP) contract with the Massachusetts Housing Finance Agency (hereafter MHFA), which would be administering the contemplated subsidy payments for HUD, pursuant to which contract WCE would agree to accept §8 subsidies for 108 low-income families for the life of the agreement.

13. In addition, prior to finalizing the financing of the development and as a condition for acquiring HUD's participation in that financing, WCE signed an Agreement To Enter Into Housing Assistance Payments Contract (an AHAP) with MHFA. (The most legible copy available to the plaintiff of Part I of the AHAP is annexed hereto as Ex. 1. A more legible copy will hopefully be made available to the Court in the course of discovery.)

14. Like the agreement referred to in ¶12 above, the AHAP obligated WCE to sign a HAP contract for 108 subsidized units and in fact specifically incorporated that HAP contract into the AHAP as its Exhibit B.

15. Paragraph 1.5(e) of the AHAP provides that "there shall be no change in the terms and conditions of the [HAP] Contract other than as provided in this Agreement."

16. The HAP contract referred to above is a document utilized in the §8 New Construction Program pursuant to which the owner of a development, here WCE, agrees to rent an established number of units to low-income families and the Public Housing Agency, in this case MHFA, agrees to pay a certain amount of money to the owner on behalf of each of those families.

17. The amount of money paid to WCE on behalf of each low-income family pursuant to the HAP contract is equal to the difference between the established Contract Rent for a given unit, as agreed upon by the owner, HUD and MHFA, and the family's share of that rent (which is currently set at 30% of the family's countable income).

18. The money necessary to make the promised §8 subsidy payments to WCE is obtained by MHFA from HUD, pursuant to an Annual Contributions Contract (hereafter ACC) between those two agencies.

19. Pursuant to the ACC entered into by HUD and MHFA (which was also incorporated into the AHAP signed by WCE as Ex. C of that document), HUD reserved and continues to maintain \$569,724.00 solely for the purpose of meeting the subsidy payments due WCE as the latter fulfills its contractual obligation to rent 108 units to low-income families.

20. WCE and MHFA entered into the required HAP contract for 108 subsidized units on or about August 19, 1977. (The most legible copy available to the plaintiff of the relevant portion of the HAP

contract is annexed hereto as **Ex. 2**. A more legible copy will hopefully be made available to the Court in the course of discovery.)

21. The initial term of the HAP contract, as set forth in ¶1.1(b), was five years.

22. The HAP contract includes, in ¶1.1(c), a provision for three optional additional terms of five years each.

23. Paragraph 1.3(a) of the HAP contract, entitled Families To Be Housed, requires that:

The Contract Units [*i.e.*, the 108 units described in that part of the HAP contract labelled Exhibit A] are to be leased by the Owner to eligible Lower Income Families ("Families") for use and occupancy by such Families solely as private dwellings.

24. Pursuant to ¶1.4(a), the HAP contract automatically renews itself in accordance with its stated terms unless WCE notifies MHFA at least 60 days in advance of its intention not to renew the contract.

25. On June 10, 1982, despite the provisions of ¶1.5(e) of the AHAP referred to above (¶15), the defendant owners proposed to modify their HAP contract with MHFA by reducing both the term set forth in ¶1.1(c) from 5 years to 1 year, and the number of Section 8 subsidies to be utilized from 108 to 103, with the latter change being contingent upon HUD making portable Section 8 Existing Housing Certificates available to the occupants of the 5 units that were proposed to no longer be subsidized. (The purported amendment to the HAP contract is annexed hereto as **Ex. 3**.)

26. Upon information and belief derived from correspondence between the defendants and HUD, portable §8 Certificates were never made available for the families who would have lost their subsidies pursuant to WCE's proposed amendment to its HAP contract.

27. Upon information and belief derived both from documents and correspondence between the defendants and HUD, and from MHFA's responses to plaintiff's Fair Information Practices Act requests, there have been no further written amendments to the HAP contract offered by WCE, or accepted or approved by MHFA or HUD, following the June 10, 1982 proposed modification of the HAP contract.

28. The HAP contract signed by WCE explicitly states in ¶1.1(h) that it:
comprises the entire agreement between the parties hereto with respect to the matters contained herein, and neither party is bound by any representations or agreements of any kind except as contained herein or except agreements entered into in writing which are not inconsistent with this Contract.

29. As of at least 1984, without any written authorization from either MHFA or HUD, WCE began refusing to accept any new low-income families to replace those subsidized tenants who left the development and thereby freed up §8 subsidies.

30. As a result, since at least 1984, WCE has been utilizing fewer than 108 Section 8 subsidies at WCE.

31. As a result of the conduct described in ¶29 above, since at least 1984, WCE has been utilizing fewer than 103 Section 8

subsidies, and was utilizing as few as 67 such subsidies as of December, 1989.

32. Despite WCE's refusal to utilize the subsidies that became available as a result of the departure of subsidized tenants, HUD and MHFA have at all times kept the agreed-upon amount of \$569,724.00 guaranteed and available for WCE.

33. Upon information and belief derived from conversations with a HUD Field Representative, the subsidy dollars not being utilized by WCE cannot practicably be used in other developments, and therefore are not being utilized at all to serve their designated purpose of providing affordable housing to low-income families.

34. At the inception of Ms. Pollock's tenancy at 141 Audubon Road, before she developed her disabling handicap, Ms. Pollack paid WCE the market rent of \$590.00 per month for her one-bedroom apartment.

35. Ms. Pollock's rent was subsequently increased to \$615.00 per month in 1986; to \$630.00 per month in 1987; and to \$680.00 per month in 1988.

36. On October 22, 1986, Ms. Pollack fell down a flight of stairs while at work, and thereafter developed the dual handicaps of degenerative spinal arthritis and a condition known as fibromyalgia, the symptoms of which are exacerbated by stress.

37. The Social Security Administration determined that a characteristic of Ms. Pollock's handicap is that she is totally unable to engage in substantial gainful activity, and therefore awarded her Social Security Disability Insurance benefits.

38. Ms. Pollock's sole source of income is her Social Security insurance check, which is currently \$728.00 per month.

39. At some time after she developed her disability, Ms. Pollack learned from a fellow tenant that WCE had access to a number of §8 rental subsidies, but that WCE was no longer willing to offer those subsidies to eligible tenants or applicants.

40. On August 23, 1988 Ms. Pollack wrote a letter to defendant John Corcoran, informing him that the nature of her handicap made it impossible for her to continue to pay market rent for her apartment, explaining that she understood that WCE was no longer offering subsidies to eligible families, but nonetheless inquiring about any options, including a subsidy, that might allow her to maintain her apartment that she liked so much. (A copy of this letter is annexed hereto as Ex. 4.)

41. As of August 1988, WCE was utilizing no more than 76 of the original 108 Section 8 subsidies that it had agreed in its HAP contract to make available to low-income families.

42. In response to Ms. Pollock's letter, defendant Charles M. Moran replied in a letter dated August 31, 1990 that:

You are correct in your letter that we no longer accept new subsidy residents in the units as they vacate at Weymouth Commons East. This has been in place for a few years and eliminate [sic] the possibility of our providing a subsidized unit at Weymouth for you.

(A copy of this letter is annexed hereto as Ex. 5.)

43. Pursuant to 24 C.F.R. §8.33, the HUD regulation implementing the Rehabilitation Act of 1973, a recipient of federal

housing subsidies must modify its policies to make certain they do not affirmatively discriminate on the basis of handicap, and:

may not impose upon individuals with handicaps other policies, that have the effect of limiting the participation of tenants with handicaps in the recipient's housing program or activity in violation of this part.

44. In March of 1989, the Fair Housing Act Amendments passed by Congress in 1988 took effect, as did HUD's regulations implementing those Amendments. Among the changes accomplished by the Amendments was the addition of prohibitions covering discrimination against, and the failure to make reasonable accommodations for, the handicapped. 42 U.S.C. §3601, *et seq.*, and 24 C.F.R. §100.1, *et seq.*

45. Pursuant to 42 U.S.C. §3604(f)(3)(B) and 24 C.F.R. §100.204(a), discrimination includes the refusal:

to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling unit.

46. On May 24, 1989, Ms. Pollack again wrote to Defendant John Corcoran and stressed her need for a rental subsidy. (A copy of this letter is annexed hereto as Ex. 6.)

47. In a letter dated June 5, 1989 defendant Sandy Larsen-Souza informed Ms. Pollack that no §8 subsidies were available, that the subsidy "waiting list has been closed for several years", and that WCE was no longer accepting applications for such subsidies. (A copy of this letter is annexed hereto as Ex. 7).

48. In a letter dated June 6, 1989 defendant Carol A. MacDonald also advised Ms. Pollock that WCE was "no longer accepting new subsidy applications at Weymouth Commons East. There have not been any residents in Weymouth Commons East that have gone from market to subsidy since 1984." (A copy of this letter is annexed hereto as Ex. 8.)

49. Pursuant to HUD Handbook 4350.3, §2-7b(3)(b) and 2-7c(2), owners of §8 New Construction developments with HAP contracts originally signed before October 1, 1981 may admit market-rate tenants to units promised to be available to low-income families only if the owners have first, *inter alia*, taken "all reasonable steps to attract eligible families, including using marketing activities most likely to attract eligible applicants." (A copy of the relevant Handbook provisions are annexed hereto as Ex. 9.)

50. At no point between the inception of Ms. Pollock's current tenancy in 1985, and October 1989, when she was finally offered a subsidy, was Ms. Pollock ever informed by WCE of the availability of Section 8 subsidies for eligible tenants.

51. Had Ms. Pollock been informed by WCE that §8 subsidies were or could have been available to her, she would have applied for such a subsidy in November of 1987.

52. At all times since and including November of 1987, Ms. Pollock has been financially eligible for a §8 subsidy.

53. In 1975, WCE signed an Affirmative Fair Marketing Contract with MHFA, pursuant to which it agreed to a 15% "minimal [*sic*] occupancy goal" for "Blacks, Hispanics, Asians, [and] American Indians".

54. By June of 1987, when WCE had already been refusing to reuse the subsidies of departed low-income tenants for at least three years, it reported to MHFA that its overall minority population was only 11%, while the minority population of the remaining subsidized units was a meager 8%.

55. MHFA conducts annual Management Reviews of WCE. Pursuant to the most recent such review, MHFA identified four areas of immediate concern, three of which were: "reopening the Section 8 waiting list"; "reconversion of market units to the Section 8 Program upon vacancy"; and, "demonstration of improvements in the Affirmative Fair Market [*sic*] leasing rates". (A copy of the letter from MHFA Management Officer Frederick Rupp to WCE is annexed hereto as Ex. 10.)

56. The most recent Management Review found that as of October, 1989, WCE's minority occupancy rate was only 12%, and noted that this figure was unchanged from the prior Review in 1988.

57. The group of families in the Greater Boston Primary Metropolitan Statistical Area that is financially eligible to participate in the §8 low-income and very-low-income subsidy program is disproportionately composed of minority families, relative to the percentage of minorities in the overall population in this area.

58. By excluding families who require §8 subsidies in order to afford the rents at WCE, the defendants have disproportionately denied access to their premises to such minority families.

59. As the result of WCE's practice and policy of refusing to rent vacant units to families who require a subsidy in order to afford

the rent, Ms. Pollock has been deprived of the social benefits of living in an appropriately integrated community.

60. As the result of WCE's practice and policy of refusing to rent vacant units to families who require a subsidy in order to afford the rent, Ms. Pollock has been deprived of the social benefits of living in an appropriately economically mixed community.

LEGAL CLAIMS

61. By failing, since 1982, to reutilize §8 subsidies that became available through the departure of subsidized tenants, defendants John and Leo Corcoran of WCE breached the original HAP contract entered into by them and MHFA, as to which the plaintiff was an intended third party beneficiary.

62. By failing, since 1982, to reutilize §8 subsidies that became available through the departure of subsidized tenants, defendants John and Leo Corcoran of WCE breached any amended HAP contract or contracts entered into by them and MHFA, as to any of which the plaintiff was an intended third party beneficiary.

63. The policy and practice of defendants John and Leo Corcoran of WCE, and of Corcoran Management Co., not to reutilize §8 subsidies that became available through the departure of subsidized tenants, to the extent that it has deprived low income tenants of the ability to rent apartments at WCE, has, in violation of 42 U.S.C. §3604, had the effect of disproportionately excluding minorities from the development, thereby depriving the plaintiff of her right to live in an appropriately racially mixed environment.

64. The policy and practice of defendants John and Leo Corcoran of WCE, and of Corcoran Management Co., not to reutilize §8 subsidies that became available through the departure of subsidized tenants, but instead to rent the vacated units only to market-rate tenants, has deprived low income tenants of the ability to rent apartments at WCE and has, in violation of 42 U.S.C. §1437f(a), deprived the plaintiff of her right to live in the economically mixed environment that Congress intended, and the defendants agreed, to create.

65. The policy and practice of defendants John and Leo Corcoran of WCE, and of Corcoran Management Co., not to reutilize §8 subsidies that became available through the departure of subsidized tenants, but instead to rent the vacated units only to market-rate tenants, has deprived low income tenants of the ability to rent apartments at WCE and has, in violation of HUD Handbook 4350.3, §2-7b(3)(b) and §2-7c(2), deprived the plaintiff of her right to live in the economically mixed environment that HUD has mandated.

66. By refusing to afford the plaintiff a §8 subsidy when she informed them in August of 1988 that her handicap threatened her ability to maintain her tenancy at WCE, the defendants failed to make a reasonable accommodation of her disability in violation of 29 U.S.C. §794.

67. By refusing to afford the plaintiff a §8 subsidy when she informed them in August of 1988 that her handicap threatened her ability to maintain her tenancy at WCE, the defendants failed to make a reasonable accommodation of her disability in violation of 24 C. F.R. §8.33.

68. By refusing to afford the plaintiff a §8 subsidy for March, April and May of 1989, the defendants failed to make a reasonable accommodation of her disability in violation of 42 U.S.C. §3604(f)(3)(B).

69. By refusing to afford the plaintiff a §8 subsidy for March, April and May of 1989, the defendants failed to make a reasonable accommodation of her disability in violation of 24 C.F.R. §100.204(a).

RELIEF

WHEREFORE, the plaintiff Carolyn Gay Pollock respectfully requests that this Court:

1. Issue a declaration pursuant to G.L. c. 231A, §1 (1990) that the defendants' policy and practice of refusing to reutilize the §8 subsidies that have become available through the departure of subsidized tenants since 1982 violates the defendant owners' HAP contract with MHFA, as to which the plaintiff is an intended third party beneficiary;

2. Issue a declaration pursuant to G.L. c. 231A, §1 (1990) that the defendants' policy and practice of not reusing the §8 subsidies that have become available since 1982 through the departure of subsidized tenants, but instead, of renting those vacated units only to market-rate tenants, disproportionately limits the access of blacks, Hispanics and other minorities to the development in violation of 42 U.S.C. §3604;

3. Issue a declaration pursuant to G.L. c. 231A, §1 (1990) that the defendants' policy and practice of not reusing the §8 subsidies that have become available since 1982 through the departure of tenants from subsidized units, but instead, of renting those vacated units only to market-rate tenants, eliminates the access of new low-income and very-low-income tenants to the development in violation of 42 U.S.C. §1437f(a) and HUD Handbook 4350.3, §2-7b(3)(b) and §2-7c(2);

4. Permanently enjoin the defendant owners, the Corcoran Management Co., Inc., and all of their agents, employees or others acting on their behalf from renting any apartments that become available at WCE to market-rate tenants until such time as at least 108 apartments at WCE are occupied by families receiving the §8 subsidy assistance described in, and available to WCE through, any current Annual Contributions Contract between HUD and MHFA for Project #023-35103/MA06-HO58-025;

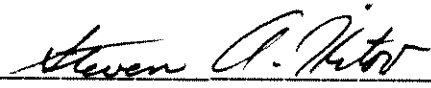
5. Award the plaintiff the actual damages incurred by her since November 1, 1987 as a result of the defendants' failure to publicize the availability of §8 subsidies, their affirmative misstatements regarding the availability of those subsidies, and their refusal to afford her such a subsidy when she made known her need for one;

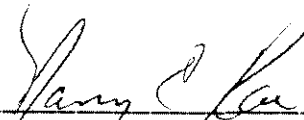
6. Award the plaintiff punitive damages, pursuant to 42 U.S.C. §3613(c)(1), for the defendants' unreasonable failure to accommodate her disability by affording her a §8 subsidy;

7. Award the plaintiff the costs of this action, and a reasonable attorneys' fee pursuant to 42 U.S.C. §3613(c)(2) and 29 U.S.C. §794a(b); and,

8. Award such other or further relief as to this Court seems just and proper.

CAROLYN GAY POLLOCK,
by her attorneys,


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Dated: August 30, 1990

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NATIONAL CLEARING HOUSE
FOR LEGAL SERVICES, INC.

inasmuch as it has the effect of depriving Ms. Pollock of a properly racially mixed environment in which to live; and, a violation of the United States Housing Act of 1937, 42 U.S.C. §1437f(a), insofar as it deprives her of the economically mixed environment that Congress sought, and WCE agreed, to create. Finally, Ms. Pollock seeks an injunction against the continued exercise of WCE's policy regarding the disuse of §8 subsidies, as well as actual and punitive damages for the breach of contract and statutory violations just described.

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may not impose upon individuals with handicaps other policies, that have the effect of limiting the participation of tenants with handicaps in the recipient's housing program or activity in violation of this part.

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46. On May 24, 1989, Ms. Pollack again wrote to Defendant John Corcoran and stressed her need for a rental subsidy. (A copy of this letter is annexed hereto as Ex. 6.)

47. In a letter dated June 5, 1989 defendant Sandy Larsen-Souza informed Ms. Pollack that no §8 subsidies were available, that the subsidy "waiting list has been closed for several years", and that WCE was no longer accepting applications for such subsidies. (A copy of this letter is annexed hereto as Ex. 7).

54. By June of 1987, when WCE had already been refusing to reuse the subsidies of departed low-income tenants for at least three years, it reported to MHFA that its overall minority population was only 11%, while the minority population of the remaining subsidized units was a meager 8%.

55. MHFA conducts annual Management Reviews of WCE. Pursuant to the most recent such review, MHFA identified four areas of immediate concern, three of which were: "reopening the Section 8 waiting list"; "reconversion of market units to the Section 8 Program upon vacancy"; and, "demonstration of improvements in the Affirmative Fair Market [*sic*] leasing rates". (A copy of the letter from MHFA Management Officer Frederick Rupp to WCE is annexed hereto as Ex. 10.)

56. The most recent Management Review found that as of October, 1989, WCE's minority occupancy rate was only 12%, and noted that this figure was unchanged from the prior Review in 1988.

57. The group of families in the Greater Boston Primary Metropolitan Statistical Area that is financially eligible to participate in the §8 low-income and very-low-income subsidy program is disproportionately composed of minority families, relative to the percentage of minorities in the overall population in this area.

58. By excluding families who require §8 subsidies in order to afford the rents at WCE, the defendants have disproportionately denied access to their premises to such minority families.

59. As the result of WCE's practice and policy of refusing to rent vacant units to families who require a subsidy in order to afford

64. The policy and practice of defendants John and Leo Corcoran of WCE, and of Corcoran Management Co., not to reutilize §8 subsidies that became available through the departure of subsidized tenants, but instead to rent the vacated units only to market-rate tenants, has deprived low income tenants of the ability to rent apartments at WCE and has, in violation of 42 U.S.C. §1437f(a), deprived the plaintiff of her right to live in the economically mixed environment that Congress intended, and the defendants agreed, to create.

65. The policy and practice of defendants John and Leo Corcoran of WCE, and of Corcoran Management Co., not to reutilize §8 subsidies that became available through the departure of subsidized tenants, but instead to rent the vacated units only to market-rate tenants, has deprived low income tenants of the ability to rent apartments at WCE and has, in violation of HUD Handbook 4350.3, §2-7b(3)(b) and §2-7c(2), deprived the plaintiff of her right to live in the economically mixed environment that HUD has mandated.

66. By refusing to afford the plaintiff a §8 subsidy when she informed them in August of 1988 that her handicap threatened her ability to maintain her tenancy at WCE, the defendants failed to make a reasonable accommodation of her disability in violation of 29 U.S.C. §794.

67. By refusing to afford the plaintiff a §8 subsidy when she informed them in August of 1988 that her handicap threatened her ability to maintain her tenancy at WCE, the defendants failed to make a reasonable accommodation of her disability in violation of 24 C.F.R. §8.33.

3. Issue a declaration pursuant to G.L. c. 231A, §1 (1990) that the defendants' policy and practice of not reusing the §8 subsidies that have become available since 1982 through the departure of tenants from subsidized units, but instead, of renting those vacated units only to market-rate tenants, eliminates the access of new low-income and very-low-income tenants to the development in violation of 42 U.S.C. §1437f(a) and HUD Handbook 4350.3, §2-7b(3)(b) and §2-7c(2);

4. Permanently enjoin the defendant owners, the Corcoran Management Co., Inc., and all of their agents, employees or others acting on their behalf from renting any apartments that become available at WCE to market-rate tenants until such time as at least 108 apartments at WCE are occupied by families receiving the §8 subsidy assistance described in, and available to WCE through, any current Annual Contributions Contract between HUD and MHFA for Project #023-35103/MA06-HO58-025;

5. Award the plaintiff the actual damages incurred by her since November 1, 1987 as a result of the defendants' failure to publicize the availability of §8 subsidies, their affirmative misstatements regarding the availability of those subsidies, and their refusal to afford her such a subsidy when she made known her need for one;

6. Award the plaintiff punitive damages, pursuant to 42 U.S.C. §3613(c)(1), for the defendants' unreasonable failure to accommodate her disability by affording her a §8 subsidy;

PART I OF THE
AGREEMENT TO ENTER INTO HOUSING ASSISTANCE PAYMENTS CONTRACT

PRIVATE OWNER/PIHA PROJECT
WEYMOUTH COMMONS EAST

| | | |
|--|---------------------------|---|
| MASTER SECTION B ACC NUMBER: MA 06-H058-025 | ACC LIST NUMBER AND DATE: | PROJECT NUMBER/MHFA 74-08 023-35103 /MA 06-H058- |
|--|---------------------------|---|

This Agreement to Enter into Housing Assistance Payments Contract ("Agreement") is made and entered into by and between the Massachusetts Housing Finance Agency ("PIHA"), which is a public housing agency as defined in the United States Housing Act of 1937, et seq. (42 U.S.C. 1437(f)), and WEYMOUTH COMMONS EAST ASSOCIATES.

WHEREAS, the Owner proposes to complete a housing project consisting of improvements and land, as described in the approved Final Proposal and

WHEREAS, the Owner and the PIHA propose to enter into a Housing Assistance Payments Contract ("Contract") upon the completion of the project for the purpose of making housing assistance payments to enable eligible Lower-Income Families ("Families") to occupy units in said project;

WHEREAS, the PIHA has entered into an Annual Contributions Contract dated JUL 27 1976, 1976, with the United States of America acting through the Department of Housing and Urban Development ("Government") with respect to MA 06-H058-025, under which the Government will provide financial assistance to the PIHA pursuant to section 8 of the United States Housing Act of 1937, et seq. (42 U.S.C. 1437(f)), for the purpose of making housing assistance payments; and

WHEREAS, the Owner is also the developer, or, if the developer is other than the Owner, the developer's name is John M. Corcoran, P. Leo Corcoran

NOW THEREFORE, the parties hereto agree as follows:

1.1 SIGNIFICANT DATES, CONTENTS OF AGREEMENT.

- a. Time for Completion of Project. The time for completion of the project (see Section 1.2a) is 17 months after funding after the effective date of this Agreement. See Housing Assistance Payments Contract Exhibit D for staging.
- b. Date for Commencement of Work. The date for commencement of work (see Section 1.2b) is date of funding 19 .
- c. Contents of Agreement. This Agreement consists of Part I, Part II, and the following exhibits:

Exhibit A: The approved Final Proposal including, among other things, the architect's certification, the Affirmative Fair Housing Plan (if required), evidence of management capability, and management program (if required);

Exhibit B: The Housing Assistance Payments Contract ("Contract") to be executed upon acceptable completion of the project;

Exhibit C: The Annual Contributions Contract;

Exhibit D: The schedule of completion in stages, if applicable;

Exhibit E: The schedule of minimum rates of wages, if applicable; and

Additional exhibits: [Specify additional exhibits, if any. If none, insert "None."] **NONE**

This Agreement, including said exhibits, comprises the entire agreement between the parties hereto with respect to the matters herein, and neither party is bound by any representations or agreements of any kind except as contained herein or except as entered into in writing which are not inconsistent with this Agreement. Nothing contained in this Agreement shall create or constitute a partnership, joint venture, or other relationship between the PIHA and the lender or any contractors or subcontractors employed by the Owner in the completion of the project.

1.2 SCHEDULE OF COMPLETION.

- a. Time for Completion. The project shall be completed in accordance with Section 1.4 no later than the end of the period stated in 1.1a, or in stages as provided for in Exhibit D which identifies the units comprising each stage and the date of commencement and completion of each stage. Where completion in stages is provided for, all references to project completion shall be deemed to refer to completion and/or completion of any stage, as appropriate.
- b. Timely Performance of Work. The Owner agrees that no later than the date stated in Section 1.1b the work will be commenced and diligently continued. In the event the work is not commenced, diligently continued, and/or completed as aforesaid, the PIHA has the right, subject to Government approval, to rescind this Agreement or take other appropriate action. The Owner shall report to the PIHA the date work was commenced and shall thereafter furnish the PIHA with periodic progress reports (quarterly unless more frequent is required by the PIHA).
- c. Delays. In the event there is delay in the completion due to strikes, lockouts, labor union disputes, fire, unusual delays in the procurement of materials, weather, acts of God, or any other cause beyond the Owner's control, or by delay authorized by the PIHA, the time for completion shall be extended to the extent that completion is delayed due to one or more of these causes. No increase in the amount of the Contract Rents (see Exhibit B, "Contract Rents") may be granted on account of any such delay.

prior to the estimated completion date and periodically thereafter, the Owner shall notify the PHA of any units which he anticipates vacating on the effective date of the Contract. At the time the Contract is executed, the Owner shall submit a list of the dwelling units as of the effective date of the Contract and a list of the units not so leased, if any. The Owner will be entitled to business payments for any unleased units pursuant to Section 1.7b of the Contract only if he has fully complied with the requirement paragraph and the provisions of that Section.

1.4 PROJECT COMPLETION.

- a. Conformance to Final Proposal. The completed project shall be in accordance with Exhibit A. The Owner shall be solely responsible for completion of the project.
- b. Notification of Completion. The Owner shall notify the Government, with a copy to the PHA, when the work is completed and shall to the Government the evidence of completion described in paragraph c of this Section.
- c. Evidence of Completion. Completion of the project shall be evidenced by furnishing the Government with all of the following:
 - (1) A set of as-built drawings.
 - (2) A certificate of occupancy and/or other official approvals necessary for occupancy.
 - (3) A certification by the Owner, which will be supported by the Owner's warranty in the Contract, that:
 - (i) The project has been completed in accordance with the requirements of this Agreement;
 - (ii) The project is in good and tenable condition;
 - (iii) There are no defects or deficiencies in the project except for ordinary punchlist items, or incomplete work awaiting sea opportunity such as landscaping and heating system test (such excepted items to be specified);
 - (iv) There has been no change in the evidence of management capability or in the proposed management program (if a required) specified in his Final Proposal other than changes approved in writing by the PHA and the Government in accordance with Section 1.3a; and
 - (v) He has complied with the provisions of Sections 2.6 through 2.11 of this Agreement, and that to the best of his knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of said provisions Agreement. In the event there are any such pending claims to the knowledge of the Owner or the PHA or the Government, the Owner shall be required to place a sufficient amount in escrow, as determined by the Government, to assure such payment.
 - (4) A certification by the registered architect responsible for inspection of construction that such inspection was performed by him under his supervision with the frequency and thoroughness required by the generally accepted standards of professional judgment, and that to the best of his knowledge, belief, and professional judgment:
 - (i) The project has been completed in conformance with the certified working drawings and specifications for the project approved changes thereto (such changes to be listed);
 - (ii) The project is in good and tenable condition;
 - (iii) There are no defects or deficiencies in the project except for ordinary punchlist items, or incomplete work awaiting sea opportunity such as landscaping and heating system test (such excepted items to be specified); and
 - (iv) The project has been constructed in accordance with applicable zoning, building, housing, and other codes, ordinances, regulations, as modified by any waivers obtained from the appropriate officials.
- d. Review and Inspection.
 - (1) Within ten working days of the receipt of the evidence of completion, the Government shall review the evidence of completion in compliance with paragraph c of this Section.
 - (2) Within the same time period, a Government representative accompanied by a PHA representative shall inspect the project in a manner sufficient to enable the inspector to report that he has inspected the observable elements and features of the project in accordance with professional standards of care and judgment and that, on the basis of the inspection, the project has been completed in accordance with the Agreement and that there are no observable conditions inconsistent with the evidence of completion, in the certifications of the Owner and the design or inspecting architects. If the inspection discloses defects or deficiencies, the inspector shall report these with sufficient detail and information for purposes of paragraphs (1) and (2) of this Section.
- e. Acceptance. If the Government determines from the review and inspection that the project has been completed in accordance with Agreement, the project shall be accepted.
- f. Acceptance Where Defects or Deficiencies Reported. If the project is not acceptable under paragraph c, the following shall apply:
 - (1) If the only defects or deficiencies are punchlist items or incomplete items awaiting seasonal opportunity, the project may be accepted and the Contract executed. If the Owner fails to complete the items within a reasonable time to the satisfaction of the Government and the PHA, the Government may, upon 30 days notice to the Owner and the PHA, cancel its approval of the Contract and terminate its termination and/or exercise its other rights under the Contract and the ACC.
 - (2) If the defects or deficiencies are other than punchlist items or incomplete work awaiting seasonal opportunity, the Government shall determine whether and to what extent the defects or deficiencies can be corrected, what corrections are essential to permit the Government to accept the project, whether and to what extent a reduction of Contract items will be required in a correction acceptable to the Government.

1.4. Completion in Stages. If the project is to be completed in stages, the procedures of this Section shall apply to each stage.

1.5. EXECUTION OF HOUSING ASSISTANCE PAYMENTS CONTRACT.

- a. Time of Execution. Upon acceptance of the project by the Government pursuant to Sections 1.3 and 1.4, the Contract shall be the Owner and the PHA and shall then be approved by the Government.
- b. Completion in Stages. If completion is in stages, the Contract shall be executed upon completion of the first stage, and the types of completed units and their Contract Rents shall be shown in Exhibit A-1 of the Contract. Thereafter, upon completion of successive stages, the signature block provided in the Contract for that stage shall be executed by the Owner and the PHA and the Government, and Exhibits A-2, A-3, etc., covering the additional units, shall become part of the Contract.
- c. Unleased Units at Time of Execution. At the time of execution of the Contract, the PHA shall examine the lists of dwelling units not leased, referred to in Section 1.3b, and shall determine whether or not the Owner has met his obligations under that Section with respect to any unleased units. The PHA shall state in writing its determination with respect to the unleased units and for how many units it will make housing assistance payments pursuant to the Contract. The Owner shall indicate in writing his concurrent determination or his disagreement, reserving his rights to claim housing assistance payments for the unleased units pursuant to the Contract without prejudice by reason of his signing the Contract. Copies of all documents referred to in this paragraph shall be turned to the Government.
- d. Contract Rents. The Contract Rents by unit size, amounts of housing assistance payments, and all other applicable terms and conditions shall be as specified in the proposed Housing Assistance Payments Contract, except as provided in Section 1.3a and in paragraph 1.5c (where applicable).
- e. No Changes in Contract. Each party has read or is presumed to have read the proposed Contract. It is expressly agreed that there shall be no change in the terms and conditions of the Contract other than as provided in this Agreement.
- f. Adjustment of Contract Rents to Reflect Actual Cost of Permanent Financing. (The provisions of this paragraph shall apply if the project is permanently financed on or before the effective date of the Contract; if the permanent financing does not occur until after the effective date of the Contract, the adjustments contemplated by this paragraph shall be made in accordance with the comparable provisions contained in the Contract.) After the project is permanently financed, the Financing Agency shall submit a certification to the Government as to the actual financing terms. If the actual debt service under the permanent financing is lower than the anticipated debt service on which the Contract Rents were based, the initial Contract Rents shall be reduced commensurately, and the amount of the savings shall be credited to the Project Account. The maximum ACC commitment shall not be reduced. If the actual debt service is higher, the Contract Rents shall not be increased.

1.6. GOVERNMENT ASSURANCE TO OWNER. The approval of this Agreement by the Government signifies that the Government has exercised its authority under the ACC and that the ACC has been properly authorized; that the faith of the United States is solemnly pledged to the payment of contributions pursuant to said ACC; and that funds have been obligated by the Government for such payments to assist the PHA in its performance of its obligations under the Contract. The Government and the PHA shall not, without the consent of the Owner, amend or modify the ACC in any manner which would reduce the amount of annual contributions payable thereunder for housing assistance payments authorized in the ACC and the Contract.

1.7. AUTHORITY OF THE PHA. The PHA warrants that it is a "public housing agency" as defined in section 3(6) of the Act and that it is in full and lawful authority to execute this Agreement.

EFFECTIVE DATE. This Agreement shall be effective as of the date of approval by the Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in four original counterparts.

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

APPROVED:

United States of America
Secretary of Housing and Urban Development

PHA MASSACHUSETTS HOUSING FINANCE AGENCY

By

[Signature]
[Signature]
(Official Title)

Date

July 8 1976

OWNER

WEYMOUTH COMMONS EAST ASSOCIATE

By

[Signature]
General Partner
(Official Title)

Date

July 8 1976

By

Stephen W. Washburn
[Signature]
(Official Title)

Date

July 27 1976

| | | |
|------------------------------|---------------------------|-------------------------------|
| MASTER SECTION B ACC NUMBER: | ACC LIST NUMBER AND DATE: | PROJECT NUMBER: MA06-H058-025 |
|------------------------------|---------------------------|-------------------------------|

This Housing Assistance Payments Contract ("Contract") is entered into by and between the Massachusetts Housing Finance ("PHA"), which is a public housing agency as defined in the United States Housing Act of 1937, 42 U.S.C. 1437, et seq. ("Act"), at section 1437a(6), and Weymouth Commons East Assoc. ("Owner"), and approved by the United States of America acting Agency through the Department of Housing and Urban Development ("Government"), pursuant to the Act and the Department of Housing and Urban Development Act, 42 U.S.C. 3531, et seq.

The parties hereto agree as follows:

1.1 SIGNIFICANT DATES AND OTHER ITEMS: CONTENTS OF CONTRACT.

- a. Effective Date of Contract. The effective date of this Contract is _____, 19____. [This date shall be no earlier than the date of Government acceptance of the project.]
- b. Initial Term of Contract. The initial term of this Contract (See Section 1.4a) shall be _____ years [not to exceed five years], beginning with the effective date of this Contract and ending _____, 19____.
- c. Number and Length of Optional Additional Terms. The number and length of optional additional terms (see Section 1.4a) shall be _____ terms of _____ years each [not to exceed five years each].
- d. Maximum Total Term of Contract. The maximum total term of this Contract for any unit, including renewals (see Section 1.4c), shall be _____ years. [Insert 20, except that (1) in the case of a project owned by, or financed by a loan or loan guarantee from, a State or local agency, insert the number, not to exceed 40, which will provide a term ending with the scheduled maturity date for the last payment under such financing, and (2) in the case of a mobile homes project, insert number as authorized by the Government pursuant to 24 CFR, Section 880.109, not to exceed 20.]
- e. Fiscal Year. The ending date of each Fiscal Year (See Section 1.4b) shall be Dec. 31st [insert March 31, June 30, September 30, or December 31, as determined by the Government].
- f. Annual Contributions Contract. The Annual Contributions Contract applicable to this Contract ("ACC") (see Section 1.5a) is the ACC dated _____ with respect to Project No. _____.
- g. Maximum Housing Assistance Commitment. The maximum amount of the commitment for housing assistance payments under this Contract (see Section 1.5a) is \$ 592,320 per annum. [Enter amount specified in the ACC for housing assistance payments.]
- h. Contents of Contract. This Contract consists of Part I, Part II, and the following exhibits:
 - Exhibit A: The schedule showing the number of units by size ("Contract Units") and their applicable rents ("Contract Rents")
See attached
 - Exhibit B: The project description;
 - Exhibit C: The statement of services, maintenance and utilities to be provided by Owner;
 - Exhibit D: The Affirmative Fair Housing Marketing Plan, if applicable; and
 - Additional exhibits: [Specify additional exhibits, if any. If none, insert "None."]

This Contract, including said exhibits, comprises the entire agreement between the parties hereto with respect to the matters contained herein, and neither party is bound by any representations or agreements of any kind except as contained herein or except agreements entered into in writing which are not inconsistent with this Contract.

1.2 OWNER'S WARRANTIES.

- a. Legal Capacity. The Owner warrants that he has the legal right to execute this Contract and to lease dwelling units covered by this Contract.
- b. Completion of Work. The Owner warrants that the project as described in Exhibit B is in good and tenantable condition and that the project has been completed in accordance with the terms and conditions of the Agreement to Enter into Housing Assistance Payments Contract ("Agreement") or will be completed in accordance with the terms on which the project was accepted. The Owner further warrants that he will remedy any defects or omissions covered by this warranty if called to his attention within 12 months of the effective date of this Contract. The Owner and the PHA agree that the continuation of this Contract shall be subject to the conditions set forth in Section 1.41 of the Agreement.

1.3 FAMILIES TO BE HOUSED, PHA ASSISTANCE.

- a. Families To Be Housed. The Contract Units are to be leased by the Owner to eligible Lower-Income Families ("Families") for use and occupancy by such Families solely as private dwellings.
- b. PHA Assistance.

The PHA will make assistance payments on behalf of Families for the Contract Units, to enable such Families to occupy the units.

Alternative 1--General:

The initial term of this Contract shall be as stated in Section 1.1b. This Contract may be renewed, at the sole option of the Owner, for the number and length of additional terms stated in Section 1.1c, provided that the total Contract term for any unit, including renewals, shall not exceed the number of years stated in Section 1.1d. Renewal shall be automatic unless the Owner notifies the PHA, no later than 60 days prior to the expiration of the current term, of his intention not to renew. If the project is completed in stages, the dates for the initial term and renewal terms shall be separately related to the units in each stage. Provided, however, that the total Contract term for the units in all the stages, beginning with the effective date of the Contract with respect to the first stage, shall not exceed the total Contract term stated in Section 1.1d, plus two years.

Alternative 2--For mobile homes project:

In the case of mobile homes, the initial term of this Contract for each mobile home shall be as stated in Section 1.1b. This Contract shall be renewed, as may be mutually agreed upon by the Owner and the PHA with the approval of the Government, with respect to any mobile home, for the number and length of additional terms as stated in Section 1.1c, provided that the total Contract term for any mobile home, including renewals, shall not exceed the number of years stated in Section 1.1d. Renewals shall become effective only if either party gives written notice, no later than 60 days prior to the expiration of the current term, of his desire to renew, and the other party concurs or fails to object before the expiration of the current term. If the project is completed in stages, the dates for the initial term and renewal terms shall be separately related to the mobile homes in each stage. Provided, however, that the total Contract term for the mobile homes in all stages, beginning with the effective date of the Contract with respect to the first stage, shall not exceed the total Contract term stated in Section 1.1d, plus two years. For purposes of this paragraph a, the term "mobile home" means the original mobile home and any replacement(s), combined.

- b. Fiscal Year. The Fiscal Year for the project shall be the 12-month period ending on the date stated in Section 1.1c. Provided, however that the first Fiscal Year for the project shall be the period beginning with the effective date of the Contract and ending on the last day of said established Fiscal Year which is not less than 12 months after such effective date. If the first Fiscal Year exceeds 12 months, the maximum total annual housing assistance payment in Section 1.6a may be adjusted by the addition of the pro rata amount applicable to the period of operation in excess of 12 months.

1.5 ANNUAL CONTRIBUTIONS CONTRACT.

- a. Identification of Annual Contributions Contract. The PHA has entered into an Annual Contributions Contract with the Government, as identified in Section 1.1f, under which the Government will provide financial assistance to the PHA pursuant to section 8 of the Act for the purpose of making housing assistance payments. A copy of the ACC shall be provided upon request.
- b. PHA Pledges of Certain ACC Payments. The PHA hereby pledges to the payment of housing assistance payments pursuant to this Contract the portion of annual contributions payable under the ACC for such housing assistance payments. The PHA shall not, without the consent of the Owner, amend or modify the ACC in any manner which would reduce the amount of such annual contributions, except as authorized in the ACC and this Contract.
- c. Government Approval of Housing Assistance Payments Contract. The approval of this Contract by the Government signifies that the Government has executed the ACC and that the ACC has been properly authorized; that the laws of the United States is solemnly pledged to the payment of annual contributions pursuant to said ACC; and that funds have been obligated by the Government for such payments to assist the PHA in the performance of its obligations under the Contract.

1.6 MAXIMUM HOUSING ASSISTANCE COMMITMENT: PROJECT ACCOUNT.

- a. Maximum Housing Assistance Commitment. Notwithstanding any other provisions of this Contract (other than paragraph b of this Section) or any provisions or any other contract between the PHA and the Owner, the PHA shall not be obligated to make and shall not make any housing assistance payments under this Contract in excess of the amount per annum stated in Section 1.1g. Provided, however, that this amount shall be reduced commensurately with any reduction in the number of Contract Units or in the Contract Rents or pursuant to any other provision of the ACC or this Contract.

- b. Project Account. As provided in the ACC, in order to assure that housing assistance payments will be increased on a timely basis to cover increases in Contract Rents or decreases in Family Incomes:

- (1) A Project Account shall be established and maintained, in an amount as determined by the Government consistent with its responsibilities under section 8(c)(6) of the Act, out of amounts by which the Maximum ACC Commitment per year exceeds amounts paid under the ACC for any Fiscal Year. This account shall be established and maintained by the Government as a specifically identified and segregated account. To the extent funds are available in said account, the maximum total annual housing assistance payments for any Fiscal Year may exceed the maximum amount stated in paragraph a of this Section to cover increases in Contract Rents or decreases in Family Incomes (see Section 1.9). Any amount remaining in said account after payment of the last housing assistance payment with respect to the project shall be applied by the Government in accordance with Law.
- (2) Whenever the Government approved estimate of the required Annual Contribution exceeds the Maximum ACC Commitment then in effect, and would cause the amount in the Project Account to be less than an amount equal to 40 percent of such Maximum ACC Commitment, the Government shall, within a reasonable period of time, take such additional steps authorized by section 8(c)(6) of the Act as may be necessary to carry out this assurance, including (as provided in that section of the Act) "the reservation of annual contributions authority for the purpose of amending housing assistance contracts or the allocation of a portion of new authorizations for the purpose of amending housing assistance contracts."

1.7 HOUSING ASSISTANCE PAYMENTS TO OWNERS.

a. General.

- (1) Housing assistance payments shall be paid to the Owner for units under lease by Families in accordance with the Contract. The housing assistance payment will cover the difference between the Contract Rent and that portion of rent payable by the Family as determined for accordance with the Government contract and that portion of rent payable by the Family.

(2) The PIA shall inspect or cause to be inspected each Contract Unit and related facilities at least annually and at such other times (including prior to initial occupancy and re-renting of any unit) as may be necessary to assure that the Owner is meeting his obligation to maintain the units in Decent, Safe, and Sanitary condition and to provide the agreed upon utilities and other services. The PIA shall take into account complaints by occupants and any other information coming to its attention in scheduling inspections and shall notify the Owner and the Family of its determination.

c. Units Not Decent, Safe, and Sanitary. If the PIA notifies the Owner that he has failed to maintain a dwelling unit in Decent, Safe, and Sanitary condition and the Owner fails to take corrective action within the time prescribed in the notice, the PIA may exercise any of its rights or remedies under the Contract, including abatement of housing assistance payments, even if the Family continues to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with section 8 assistance and the PIA does not have other section 8 funds for such purposes, the PIA may use the abated housing assistance payments for the purpose of rehousing the Family in another dwelling unit. Where this is done, the Owner shall be notified that he will be entitled to resumption of housing assistance payments for the vacated dwelling unit if (1) the unit is restored to Decent, Safe, and Sanitary condition, (2) the Family is willing to and does move back into the restored unit, and (3) a deduction is made for the expenses incurred by the Family for both moves.

d. Notification of Abatement. Any abatement of housing assistance payments shall be effective as provided in written notification to the Owner. The PIA shall promptly notify the Family of any such abatement.

e. Overcrowded and Underoccupied Units. If the PIA determines that a Contract Unit is not Decent, Safe, and Sanitary by reason of increase in Family size, or that a Contract Unit is larger than appropriate for the size of the Family in occupancy, housing assistance payments with respect to such unit will not be abated, unless the Owner fails to offer the Family a suitable unit as soon as one becomes vacant and ready for occupancy. In the case of an overcrowded unit, if the Owner does not have any suitable units or if no vacancy or a suitable unit occurs within a reasonable time, the PIA will assist the Family in finding a suitable dwelling unit and require the Family to move to such a unit as soon as possible. The Owner may receive housing assistance payments for the vacated unit if he complies with the requirements of Section 1.7c(1).

1.9 RENT ADJUSTMENTS.

a. Funding of Adjustments. Housing assistance payments will be made in increased amounts commensurate with Contract Rent adjustments under this Section, up to the maximum amount authorized under Section 1.6a of this Contract.

b. Automatic Annual Adjustments.

(1) Automatic Annual Adjustment Factors will be determined by the Government at least annually; interim revisions may be made as market conditions warrant. Such Factors and the basis for their determination will be published in the Federal Register. These published Factors will be reduced appropriately by the Government where utilities are paid directly by the Families.

(2) On each anniversary date of the Contract, the Contract Rents shall be adjusted by applying the applicable Automatic Annual Adjustment Factor most recently published by the Government. Contract Rents may be adjusted upward or downward, as may be appropriate; however, in no case shall the adjusted Contract Rents be less than the Contract Rents on the effective date of the Contract.

c. Special Additional Adjustments. Special additional adjustments may be granted, when approved by the Government, to reflect increases in the actual and necessary expenses of owning and maintaining the Contract Units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs (i.e., assessments, and utilities not covered by regulated rates), but only if and to the extent that the Owner clearly demonstrates that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by automatic annual adjustments. The Owner shall submit to the Government financial statements which clearly support the increase.

d. Overall Limitation. Notwithstanding any other provisions of this Contract, adjustments as provided in this Section shall not result in material differences between the rents charged for assisted and comparable unassisted units, as determined by the Government, provided that this limitation shall not be construed to prohibit differences in rents between assisted and comparable unassisted units to the extent that such differences may have existed with respect to the initial Contract Rents.

e. Incorporation of Rent Adjustment. Any adjustment in Contract Rents shall be incorporated into Exhibit A by a dated addendum to the exhibit establishing the effective date of the adjustment.

f. Adjustment to Reflect Actual Cost of Permanent Financing. This paragraph f shall apply if the project is not permanently financed until after the effective date of the Contract. If the project is permanently financed, the Financing Agency shall submit a certification to the Government as to the actual financing terms. If the actual debt service under the permanent financing is lower than the anticipated debt service on which the Contract Rents were based, the Contract Rents currently in effect shall be reduced commensurately, and the amount of the savings shall be credited to the Project Account. The Maximum ACC Commitment shall not be reduced. If the actual debt service is higher, the Contract Rents shall not be increased.

1.10 MARKETING AND LEASING OF UNITS.

a. Compliance with Equal Opportunity. Marketing of units and selection of Families by the Owner shall be in accordance with the Owner's Government-approved Affirmative Fair Housing Marketing Plan, shown as Exhibit D, and with all regulations relating to fair housing advertising.

b. Security and Utility Deposits.

(1) The Owner may require Families to pay a security deposit in an amount equal to one month's Gross Family Contribution. If a Family vacates its unit, the Owner, subject to State and local law, may utilize the deposit as reimbursement for any unpaid rent or other amount owed under the Lease. If the Family has provided a security deposit, and it is insufficient for such reimbursement, the Owner may claim reimbursement from the PIA, not to exceed an amount equal to the remainder of one month's Contract Rent. Any reimbursement under this Section shall be applied first toward any unpaid rent. If a Family vacates the unit owing no rent or other amount under the Lease, or if the amount owed is less than the amount of the security deposit, the Owner shall refund the full amount of the unpaid balance, as the case may be, to the Family.

(1) The Owner shall be responsible for determination of eligibility of applicants, selection of families from among those determined to be eligible, and computation of the amount of housing assistance payments on behalf of each selected family in accordance with schedules and criteria established by the Government. In the initial tenuring of the Contract Units, the Owner shall lease at least 30 percent to Very Low-Income Families *(as determined in accordance with the Government established schedules and criteria)* and shall thereafter exercise his best efforts to maintain at least 30 percent occupancy of the Contract Units by Very Low-Income Families as determined in accordance with such schedules and criteria.

(2) The Lease entered into between the Owner and each selected family shall be on the form of Lease approved by the Government.

(3) The Owner shall make a reexamination of Family Income, composition, and the extent of medical or other unusual expenses incurred by the family, at least annually *(except that such reviews may be made at intervals of no longer than two years in the case of elderly families)*, and appropriate redeterminations shall be made by the Owner of the amount of family contribution and the amount of housing assistance payment, all in accordance with schedules and criteria established by the Government. In connection with the reexamination, the Owner shall determine what percentage of families in occupancy are Very Low-Income Families. If there are fewer than 30 percent Very Low-Income Families in occupancy, the Owner shall report the fact to the Government and shall adopt changes in his admission policies to achieve, as soon as possible, at least 30 percent occupancy by such families.

d. Rent Redetermination after Adjustment in Allowance for Utilities and Other Services. In the event that the Owner is notified of a PHA determination making an adjustment in the Allowance for Utilities and Other Services applicable to any of the Contract Units, the Owner shall promptly make a corresponding adjustment in the amount of rent to be paid by the affected families and the amount of housing assistance payments.

e. Processing of Applications and Complaints. The Owner shall process applications for admission, notifications to applicants, and complaints by applicants in accordance with applicable PHA or Government requirements and shall maintain records and furnish such copies or other information as may be required by the PHA or the Government.

f. Review: Incorrect Payments. In making housing assistance payments to Owners, the PHA or the Government will review the Owner's determinations under this Section. If as a result of this review, or other reviews, audits or information received by the PHA or the Government at any time, it is determined that the Owner has received improper or excessive housing assistance payments, the PHA or the Government shall have the right to deduct the amount of such overpayments from any amounts otherwise due the Owner, or otherwise effect recovery thereof.

1.11 TERMINATION OF TENANCY. The Owner shall be responsible for termination of tenancies, including evictions. However, conditions for payment of housing assistance payments for any resulting vacancies shall be as set forth in Section 1.7c.

1.12 REDUCTION OF NUMBER OF CONTRACT UNITS FOR FAILURE TO LEASE TO ELIGIBLE FAMILIES.

a. After First Year of Contract. If at any time, beginning six months after the effective date of this Contract, the Owner fails to lease a continuous period of six months to have at least 80 percent of the Contract Units leased or available for leasing by families, the PHA, with Government approval, may on 30 days notice reduce the number of Contract Units to not less than the number of units under lease or available for leasing by families, plus 10 percent of such number if the number is 10 or more, rounded to the next highest number.

b. At End of Initial and Each Renewal Term. At the end of the initial term of the Contract and of each renewal term, the PHA, with Government approval, may, by notice to the Owner, reduce the number of Contract Units to not less than (1) the number of units under lease or available for leasing by families at that time or (2) the average number of units so leased or available for leasing during the last year, whichever is the greater number, plus 10 percent of such number if the number is 10 or more, rounded to the next highest number.

c. Restoration of Units. The Government will agree to an amendment of the ACC to provide for subsequent restoration of any reduction made pursuant to paragraph a or b of this Section if the Government determines that the restoration is justified as a result of changes in demand and in the light of the Owner's record of compliance with his obligations under this Contract and if annual contributions contract authority is available; and the Government will take such steps authorized by section 8(c)(6) of the Act as may be necessary to carry out this assurance (see Section 1.6).

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

APPROVED:

OWNER Lawrence Curran
By [Signature]
Date 3/26/82 10/15/82 (Title)

United States of America
Secretary of Housing and
Urban Development

PHA Washington Housing Finance Agency
By Robert M. Bradley
Robert M. Bradley
Date 3/26/82

By Elleanor White
Atty Gen Dis Dis HD

Revised Exhibit A to the
HOUSING ASSISTANCE PAYMENTS CONTRACT
Weymouth Commons East, Weymouth

| Unit Type | Number | Contract Rent | Utility Allowance | Gross Rent |
|-----------|--------|------------------|----------------------|---------------|
| 1BR | 32 | 362 | 13 | 375 |
| 2BR | 47 | 433 | 17 | 450 |
| 3BR | 19 | 518 | 22 | 540 |
| 4BR | 10 | 570 | 25 | 595 |

The above gross rents are retroactive back to the Executive of the original Agreement to Enter Into Housing Assistance Payments Contract.

See attached Automatic Rent Adjustments based on the above contract rent

Automatic Annual Adjustment

Project: Weymouth Commons East
Location: Weymouth, MA
MHFA: 74-086-N
HUD Project Location: MA06-H058-025

| <u>UNIT TYPE #</u> | <u>ORIGINAL CONTRACT RENT</u> | <u>UTILITY ALLOWANCE</u> | <u>GROSS RENT</u> |
|--------------------|-----------------------------------|------------------------------|-----------------------|
| 1Br. 32 | 362 | 13 | 375 |
| 2Br. 47 | 433 | 17 | 450 |
| 3Br. 19 | 518 | 22 | 540 |
| 4Br. 10 | 570 | 25 | 595 |

| <u>UNIT TYPE #</u> | <u>CONTRACT RENT AS OF 8/10/77</u> | <u>CONTRACT RENT AS OF 8/10/78</u> | <u>UTILITY ALLOWANCE</u> | <u>GROSS RENT</u> |
|--------------------|--|--|------------------------------|-----------------------|
| 1Br. 32 | 362 X 1.066= | 386 + 13= | | 399 |
| 2Br. 47 | 433 X 1.066= | 462 + 17= | | 479 |
| 3Br. 19 | 518 X 1.066= | 553 + 22= | | 575 |
| 4Br. 10 | 570 X 1.066= | 608 + 25= | | 633 |

| <u>UNIT TYPE #</u> | <u>CONTRACT RENT AS OF 8/10/78</u> | <u>CONTRACT RENT AS OF 8/10/79</u> | <u>UTILITY ALLOWANCE</u> | <u>GROSS RENT</u> |
|--------------------|--|--|------------------------------|-----------------------|
| 1Br. 32 | 386 X 1.039= | 402 + 13= | | 415 |
| 2Br. 47 | 462 X 1.039= | 481 + 17= | | 498 |
| 3Br. 19 | 553 X 1.039= | 575 + 22= | | 597 |
| 4Br. 10 | 608 X 1.040= | 633 + 25= | | 658 |

| <u>UNIT TYPE #</u> | <u>CONTRACT RENT AS OF 8/10/79</u> | <u>CONTRACT RENT AS OF 8/10/80</u> | <u>UTILITY ALLOWANCE</u> | <u>GROSS RENT</u> |
|--------------------|--|--|------------------------------|-----------------------|
| 1Br. 32 | 402 X 1.051= | 423 + 13= | | 436 |
| 2Br. 47 | 481 X 1.052= | 507 + 17= | | 524 |
| 3Br. 19 | 575 X 1.053= | 606 + 22= | | 628 |
| 4Br. 10 | 633 X 1.054= | 668 + 25= | | 693 |

These are the correct Contract Rents that should be adjusted on your next voucher. It is probable that you owe the Agency money. As stated in the Regulations, we will review your utility allowance. Please provide the Agency with an up-to-date utility cost per unit. A sample per unit size will be sufficient.

June 10, 1982

Ms. Lee M. DiPietro, Assistant Management Analyst
Massachusetts Housing Finance Agency
50 Milk Street
Boston, Massachusetts 02108

Re: Weymouth Commons East
HAP Contract MA06-H058-025

Dear Ms. DiPietro:

Please accept this as formal notice of our intention to renew the current contract on modified terms. We wish to extend the contract for a one year period and to reduce the number of units from 108 to 103, provided the occupants who are displaced will receive a Section 8 certificate or voucher which will enable them to find suitable, affordable housing. In the event such a certificate or voucher is not available, we wish to keep the number of units at 108.

Please feel free to contact us should there be any questions.

Thank you for your help in this matter.

Very truly yours,
CORCORAN MANAGEMENT COMPANY

T. Robert Pickette
President

TRP:amh

Encl.

cc: John Blake, Executive Director
Robert Evans, Director of Management

SECTION 8 CONTRACT RENEWAL SURVEY
OWNER RESPONSE FORMLog # 12Project Name Weymouth CommonsNo. of Section 8 Units 118Initial MAP Contract Term Ends: 08/16/82

ALL OWNERS SHOULD COMPLETE PARTS I AND IV. OWNERS WHO CHECKED OPTIONS B OR C SHOULD COMPLETE PARTS II AND III.

PART I: OWNER DECISION. Check which option (A, B, or C) you intend to exercise at the end of your Contract term.

A. Renew On Same Terms.

☐ I intend to renew for at least the number of years and number of units covered by my current MAP Contract.

B. Renew on Modified Terms. Check Box 1, Box 2, or both Box 1 and 2.

☒ 1. I intend to renew for a shortened term of only 1 year.☐ 2. I intend to withdraw 5 units and to include only the remaining 5 units in the second contract. *Portlying Dist*C. Withdraw from Program. *8 certificates available for 4 more terminated*☐ I do not intend to renew the project's MAP Contract.

PART II: OCCUPANCY DATA.

1. How many Section 8 units are now occupied by Section 8 tenants? 108

2. How many of the units in #1 are occupied by:

a. Very Low Income Households 28b. Lower Income Households 80c. Elderly (62 or over)* 59d. Non-Elderly Households 49

*Don't use the broader definition (i.e., handicapped, etc., shown in Handbook 4350.3)

NOTE: The following equation should hold true. If it does not, you have made an error and should recheck your entries.

$$(a + b) = \text{Entry in \#1} = (c + d)$$

PART III: PARTICIPATION IN SECTION 8 EXISTING "FINDERS-KEEPERS" PROGRAM.

A. ☐ I would be willing to accept tenants with Section 8 Existing Certificates to occupy units which I intend to withdraw from MAP Contract coverage. I would accept tenants with certificates for units.B. ☒ I would not be willing to accept tenants with Section 8 Existing Certificates to occupy units which I intend to withdraw from MAP Contract coverage.

PART IV: SIGNATURE.

T. ROBERT PICKETT
 Name of Property Manager
T. Robert Pickett
 Signature

617-696-9010
 Phone

6/10/82
 Date

Carolyn Gay Pollock
141 Audubon Rd/#403
Weymouth, MASS 02188

August 23, 1988

Mr. John M. Corcoran
300 Granite Avenue
Milton, Mass

Dear Mr. Corcoran:

In September 1980 I moved into my first apartment building 74 Donald Street (Weymouth Commons)....I was thrilled to be living in such a lovely building in such rustic surroundings. I moved down here after having spent my whole life living in Arlington. One of the reasons for my move was to be nearer my parents down the Cape...up to that point I had always rented out of home in a converted apartment...so you can imagine my thrill to find an apartment that felt as homey to me.

In July 1985 I moved from Donald Street to a larger one bedroom in an even more rustic setting and much quieter building with wonderful neighbors.

In the fall of 1986 I had an unfortunate accident which has left me with severe back problems and a crippling form of rheumatism called "fibrositis" for which I am on medication for the rest of my life. As of a few weeks ago I was approved for total and permanent disability through Social Security, which will be my sole income and which now makes me eligible for low income.

My apartment at Audubon has just had all the ceilings painted by a friend and the bathroom was wallpapered with a more expensive and prettier wallpaper at my own expense. The carpets are cleaned yearly and the apartment is kept up beautifully. I would love to stay where I am, but understand that you no longer have subsidized income in Weymouth Commons. I was told about Ramblewood in Holbrook and went over to just look at the model apartment and it was like my first time seeing the model apartment at Donald Street. I fell in love with Ramblewood and this is where I would like to live if I can't stay at the Commons.

Page 2
August 23, 1988

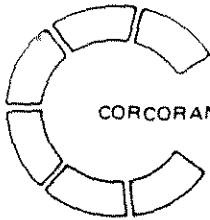
I was told that it was a 6-7 year wait...I find that hard to believe!!!! Mr. Corcoran I have always paid my rent on time (only a couple of times when away it was 2 days late) many times it has been early over the years... I am an excellent tenant...I even wash the floor of the elevator in my building and I tell everyone about your beautiful buildings and their beautiful grounds...the fact that you replace the carpets in the halls every two years, new elevator floors etc. makes it more than a pleasure to live there...no matter what please know how happy I have been living at the Commons and I would give anything to stay where I am, but the \$680 will be coming unaffordable and I am eligible for low income now anyway.

If there is anything you could do for me, I would greatly appreciate it....The Commons where I am and Ramblewood are the only two places that really interest me. Thank you so very much.

Sincerely,

Carolyn Gay Pollock

Carolyn Gay Pollock



CORCORAN MANAGEMENT CO., INC.

August 31, 1988

Ms. Carolyn Gay Pollock
141 Audubon Road, #403
Weymouth, MA 02188

Dear Ms. Pollock:

Your letter of August 23 to Mr. John Corcoran was referred to my attention. Your comments concerning Weymouth Commons are very much appreciated and we are pleased that you enjoy our property as your home.

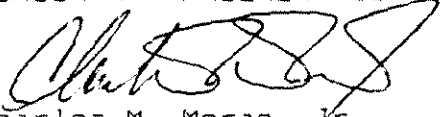
You are correct in your letter that we no longer accept new subsidy residents in the units as they vacate at Weymouth Commons East. This has been in place for a few years and eliminates the possibility of our providing a subsidized unit at Weymouth for you.

Ramblewood is a property owned by Corcoran, Mullins & Jenison, not the John M. Corcoran, Co. This is a common confusion due to the name. We have, however, sent a copy of your letter to CMJ recommending you as a good resident and will provide them any further reference required.

If there is anything we can do to further resolve your housing decision, please do not hesitate to contact our office.

Sincerely,

CORCORAN MANAGEMENT COMPANY, INC.


Charles M. Moran, Jr.
Senior Vice President
Director of Operations

CMM/njg

EXHIBIT 5

Carolyn G. Pollock
141 Audubon Road #403
Weymouth, MASS 02188

May 24, 1989

Mr. John Corcoran
Corcoran Management Co.
100 Grandview Road
Suite 205
Braintree, MASS 02184

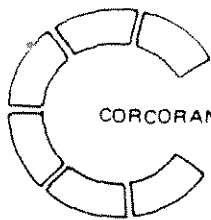
Dear Mr. Corcoran:

I am writing to you to advise you that effective May 1, 1989 I am on TOTAL AND PERMANENT DISABILITY under the Social Security Act. This will be my sole and total monthly income.

I have been a tenant for nine years this September and a good one. I am aware that there are subsidized apartments in this building and therefore will be paying my rent accordingly. I talked with Kay Leonard several months ago regarding this and after a lengthy phone call she said "you probably can stay right where you are, just go down to the Weymouth Housing Authority and get a certificate. I have filed all my papers with the Housing Authority and there is a 3½ year wait...but I'm sure you can work around this somehow.

The extent of my disability is one where peace, quiet and as little stress as possible is of the utmost necessity. I love living here at the Commons with well kept up buildings, quiet and very nice neighbors and excellent security as well as being near helpful friends for my condition. I am aware that other people have been able to go from market to subsidized recently and I only hope this doesn't necessitate any legal proceedings for me to stay RIGHT WHERE I AM.

I will be sending along to Sandy Souza 25% of my disability check (see attached check) which comes out to \$54.50 per month....if and when this should increase I will pay accordingly.



CORCORAN MANAGEMENT CO., INC.

June 5, 1989

Ms. Carolyn G. Pollock
141 Audubon Rd., #403
Weymouth, Ma. 02188

Dear Ms. Pollock:

I am in receipt of a copy of your letter to Mr. John Corcoran, dated May 24, 1989, regarding a subsidized apartment.

We appreciate your partial payment of \$54.50 towards your June rent payment of \$680.00. However, I am returning it to you as it indicates in the memo portion that it is a subsidy payment. While we do have several subsidized apartments in the Weymouth Commons East property, our waiting list has been closed for several years, and we are no longer accepting applications. I believe that this was also detailed to you in Mr. Charles Moran's letter last year, dated August 31, 1988.

We are sorry that we are not able to accommodate your request at this time, and I encourage you to keep in contact with the Weymouth Housing Authority for upcoming subsidized units in the area.

Please feel free to contact me should you have any further questions.

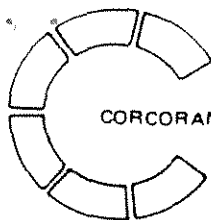
Sincerely,

CORCORAN MANAGEMENT CO., INC.

SANDY LARSEN-SOUZA
Site Manager
Weymouth Commons East Apartments
(617) 33504773

c: Carol MacDonald - Senior Property Manager
Corcoran Management Co., Inc.

EXHIBIT 7



CORCORAN MANAGEMENT CO., INC.

June 6, 1989

Ms. Carolyn G. Pollock
141 Audubon Road, #403
Weymouth, MA 02188

Dear Ms. Pollock:

Your letter of May 24, 1989 to Mr. John Corcoran has been referred to me. We appreciate your positive comments about Weymouth Commons East and are aware that you have been a good resident for many years.

Regretfully, as Mr. Charles Moran advised in August of 1988, we are no longer accepting new subsidy applications at Weymouth Commons East. There have not been any residents in Weymouth Commons East that have gone from market to subsidy since 1984. In addition, the Housing Authority will not sign our standard lease form; therefore, we are unable to accept certificates.

Due to the above, you cannot pay your rent based on a 25% of income subsidy that is not available at this property and I have instructed Sandy Souza to return your check in the amount of \$54.50 to you. We would appreciate receiving full payment of your rent in the amount of \$680.00.

Subsidized properties are strictly regulated by various government agencies and there are certain guidelines for eligibility. There is usually a waiting list that is based on priorities as set forth by HUD and MHFA. We manage several subsidized properties in the South Shore area and if you are interested in applying to them, please feel free to contact Sandy Souza in the Rental Office at 335-4773.

Very truly yours,

Carol A. MacDonald
Senior Property Manager

EXHIBIT 8



Departmental Staff
and Program
Participants

November 1981

**Occupancy
Requirements of
Subsidized Multifamily
Housing Programs**

(9/88 - Reprinted to replenish
stock. All Changes thru
4 (3/88) incorporated)

— EXHIBIT 9

W-1, W-2, W-3, W-3-1, W-4, R-1, R-2, R-3, R-3-2,
R-4, R-4-2, R-5, R-5-2, Special Distribution to
Regions, Area, and Service Office

2-7. LIMITS ON ADMISSION OF INELIGIBLE APPLICANTS

IMPORTANT: Section 202 projects may ONLY admit families who are:
(1) elderly; or (2) age 18 or over AND handicapped or developmentally disabled.

a. Who is Ineligible. An applicant is considered ineligible if:

- (1) The household's annual income is greater than the applicable income limit.
- (2) The amount the household would be required to pay using the applicable HUD rent formula equals or exceeds the Gross Rent for the unit (market rent for Section 236 families).
- (3) The applicant is a single person who is ineligible under Paragraph 2-3.
- (4) The household is a lower income family that is ineligible under Paragraph 2-8.

b. Limitations on Admission of Ineligibles. (NOTE: Any ineligible families admitted under these limitations must pay market rent.)

- (1) BMIR Units. Ineligible applicants may NOT be admitted.
- (2) For the Section 236, Rent Supplement and RAP Units. (This paragraph does NOT apply to non-insured projects that were financed by a State Agency.) Other projects may admit ineligible families without HUD's prior approval if:
 - (a) the owner has taken all actions required by Paragraph 2-7c; and
 - (b) Ineligible tenants currently occupy 10 percent or less of the units.

NOTE: For Rent Supplement or RAP tenants, "units" include only those units covered by the RAP or Rent Supplement contract. For Section 236 tenants, "units" include all units in the project.

(3) Section 8 New Construction and Substantial Rehabilitation Units

- (a) If the HAP Agreement was signed on or after October 1, 1981, owners may NOT admit ineligible families.

- (b) If the HAP Agreement was signed before October 1, 1981, owners may admit ineligible families up to the limit specified in the HAP Contract (i.e., 10 or 20 percent of the contract units). This does NOT require prior approval from HUD or the contract administrator, but owners must first take all of the actions required by Paragraph 2-7c.

(4) Section 8 Loan Management and Property Disposition Set-Aside Units (Includes units converted from Rent Supplement or RAP)

- (a) The owner may NOT admit ineligible applicants if: the HAP Contract was signed on or after October 3, 1984; or the project is a formerly HUD-owned project that was substantially rehabilitated and the HAP Agreement was signed on or after October 1, 1981.
- (b) For other Section 8 Loan Management and Property Disposition Set-Aside units, owners must follow the rules in Paragraph 2-7b(2). (NOTE: When computing the 10 percent limit, "units" includes only the Section 8 contract units.)
- (5) Paragraphs 2-7b(3) and b(4) carry out Section 325 of the Housing and Community Development Amendments of 1981. They supersede any HAP Contract provisions that permit admission ineligible families.

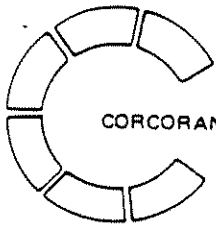
c. Actions Owners Must Take Before Admitting Ineligibles

- (1) Admit all available eligible applicants, unless there is good cause for denying them assistance. (See Paragraph 2-21).
- (2) Take all reasonable steps to attract eligible families, including using marketing activities most likely to attract eligible applicants.
- (3) Place in the files of any ineligible tenants who are admitted a written certification that the steps required in (1) and (2) above have been completed.

2-8. LIMITS ON ASSISTANCE TO LOWER INCOME TENANTS IN SECTION 8 PROJECTS

NOTE: THIS PARAGRAPH IMPLEMENTS 1981 AND 1983 HOUSING LAWS AND SUPERSEDES ANY REGULATORY AGREEMENT OR SUBSEQUENT CONTRACT PROVISIONS REGARDING ADMISSION OF LOWER INCOME FAMILIES.

- a. Applicability. This paragraph applies only to Section 8 units whose HAP Contracts initially became effective on or after 10/1/81, including contracts that were converted from Rent Supplement or RAP. (To determine applicability, use the date the HAP Contract was initially effective, ignoring any renewal



CORCORAN MANAGEMENT CO., INC.

RECEIVED WYFA

DEC 19 1989

DEC 19 1989

December 17, 1989

Mr. Frederick S. Rupp
Management Officer
MHFA
50 Milk Street
Boston, MA 02109

Re: Weymouth Commons East
MHFA #74-086-N

Dear Mr. Rupp:

Thank you for your letter of November 30, 1989 regarding the Property Management Review for the above property. The staff was very happy to receive an exceptional rating and have worked hard to achieve it.

The following is in response to your comments:

III. Physical Condition - Units

56-101 Carpet will be replaced and unit will be repainted either at turnover or at annual inspection on August 1, 1990. Door stopper will be replaced by December 31, 1989.

141-311 Screen will be replaced and bedroom door will be planed by December 31, 1989.

TH-71 Apartment will be repainted at turnover or at annual inspection on January 1, 1990.

TH-61 Ceiling will be repainted by January 15, 1990.

35-408 Carpet will be replaced at turnover or at annual inspection of August 1, 1990.

35-207 Bath tub will be regROUTED by December 31, 1989.

TH-69 Work was completed as part of normal turnover maintenance.

All necessary repaints and carpet replacements will be done either at turnover or at the time of the annual inspection. It should be noted that the resident is responsible for moving all furniture during a repaint or carpet replacement - as a result, there are instances where the resident refuses to allow us to do the work.

VI. Renting Policies and Procedures

The waiting list has been updated and it was reopened on November 9, 1989. As of today, we have twenty-six qualified applicants on the waiting list.

We currently have 67 units under the Section 8 program with 3 additional applicants approved and scheduled to move-in on January 1, 1990. We are waiting for final documentation on one other applicant so that they can also move in on January 1, 1990. This will bring us up to 71 units.

VII. Affirmative Action/Marketing Program

Management will put together a specific outreach plan and submit it to MHFA by February 28, 1990.

IV. MAINTENANCE SYSTEMS

A. Staffing and General Maintenance Policies and Procedures

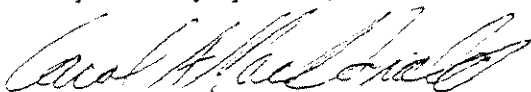
It is stated in this section that John Scopelleti, Director of Maintenance, supervises the Maintenance Manager, Rich Davis. This is not true. John's role is one of support, not of direct supervision. Rich Davis reports directly to Sandy Souza, Site Manager, who in turn reports to Carol MacDonald, Senior Property Manager.

E. Energy Conservation

The monthly energy consumption report is broken down by building, not by units.

I believe this has addressed all the issues brought up. Please give me a call if you have further questions. Thank you.

Very truly yours,



Carol A. MacDonald
Senior Property Manager