19 Receivership

On February 5, 1980, Judge Garrity named Lewis H. “Harry” Spence, the thirty-three-year-old former executive director of the Somerville Housing Authority and the Cambridge Housing Authority, as the receiver of the Boston Housing Authority. At seven o’clock the next morning, Spence walked into the offices of the BHA on the fifth floor of the 53 State Street building and, amid the packing boxes of the outgoing BHA board members, began his new job of overseeing housing for about fifty thousand tenants—some 10 percent of the population of Boston—with an annual budget of $55 million. For the first time in its forty-year history, public housing in Boston was no longer controlled by the Boston Housing Authority.

There was a lot to be done. Harry Spence recalls the dimensions of the crisis in public housing in Boston when he inherited it in 1980:

Over 30 percent of the apartments in the system were vacant and the vacancy rate was accelerating. There was a sense of the entire asset rapidly being threatened with disappearing, because the speed with which units were emptying out and not being reoccupied was going up all the time. Projects that were 40 and 50 percent vacant were wildly out of control. Vacancies scattered all through the developments were havens for criminal activity. At projects like Franklin Field where there were thirteen apartments in one building, where it was widely known that a building operated as a drug supermarket, the position of the police—never formally, but always informally—was, “As long as it stays in the project, we don’t care.” So crime and violence flourished in the projects.

Add the fact that it was 1980 and the explosive violence around busing had led to a kind of prairie fire effect. You had huge racial tensions occurring in all of East Boston where fire bombings of black families’ apartments had occurred and there was a constant threat of racial violence for the few remaining black families. At Hyde Park, a group of kids between seventeen and twenty would target a black family in the development and harass them until they left. Then they’d pick another family to harass until they left. And so on.

There was a sense of racial violence all over the city and meanwhile a rapidly accelerating collapse of the large developments in particular, Columbia Point being far and away the most acceler-
ated, where about 80 percent of the units were vacant. Mission Main, Mission Extension, Orchard Park, Franklin Field, Bromley Heath, and Commonwealth were all just absolutely out of control. Rent collections were disastrous; we pretended to collect the rent and they pretended to pay it. The authority had a significant deficit. So it was, as I think everyone agreed at that point, the worst public housing authority in the country.

While the vacancy rate in the projects was high and getting higher, the waiting list for public housing had some ten thousand names on it. Why didn't the BHA fill the empty units, easing some of the pressure on the waiting list and reversing the abandonment of the projects? Spence explains how the process of abandonment began and then accelerated out of control:

The vacancy rate was a result of the incapacity of the authority to turn vacancies around quickly. The authority would be slow to repair vacancies to get them prepared for new people to move in. In the meantime, a vacancy would be vandalized, and once it was vandalized obviously the cost of preparing it greatly increased. And then once you had large numbers of vandalized apartments, the authority didn't have the manpower or the capacity to repair them.

The large number of vacancies began to create a kind of no-man's-land situation. You'd have an entry with maybe less than 50 percent of the units occupied. It would begin to be terrifying for the families who remained. Because kids would take over the vacant apartments, especially at night. Smoke dope, get drunk, smash stuff. And very quickly the whole hallway would empty out. So this was really spreading like an accelerating cancer. Because once it begins to take off, then the terror of the remaining residents increases. A kind of exodus from the project begins to occur—an accelerating momentum of abandonment.

The first order of business when Harry Spence took over receivership of the BHA was what he called “the stabilization program”—stopping the attrition of units in the city's largest developments before they were lost for good. As Spence saw it, the primary challenge was reclaiming lost territory: “The territory had been completely taken over; most of the projects were under the control of youth gangs and criminal elements. Essentially, the project manager operated at the sufferance of those gangs and the residents lived there at the sufferance of those gangs. . . . these were totally out-of-control communities.”

The program to regain control of the projects had three major objectives: first of all, to secure the vacant buildings; second, to
reestablish 100 percent occupancy in the most stable buildings; and third, to pursue funding to reclaim and gradually rehabilitate those buildings. Spence describes the almost military process of reclaiming the projects:

We believed we had to prove we could take the territory back from criminal elements in the community. In order to do that, we had to be able to secure vacant buildings, which the housing authority had never been able to do. It would secure a building and it would be broken into; pipes would be broken, copper would be stolen.

So we set about developing elaborate plans for welding and bolting every single entrance—including the cellar windows, doors, and all windows below the third floor—so that we could secure vacant buildings. At the same time we consolidated vacancies. We tried to regain control of half-occupied buildings by consolidating all the occupants in the most stable parts of the development. Our goal was to draw a line where we would eventually say we will not surrender any more units to vacancy beyond this point.

The abandonment of the projects was the natural result, in Spence’s opinion, of what he saw as “institutional abandonment.” While Mayor Kevin White’s explanation was that public housing was a failed program, Spence saw it differently:

Our explanation was that the city had walked away from the projects and any responsibility for them. The police had walked away. The housing authority effectively had walked away. These projects and the people who lived in them had been abandoned by the institutions responsible for their protection and their safety. And once the public forces of order and safety walked away, private institutions similarly began to flee. Social service agencies were more and more at risk and were leaving. The surrounding neighborhoods began to be affected in many instances. So residents just felt they’d been completely abandoned by the city.

Spence decided that a preemptive move was necessary to halt the abandonment, physical as well as institutional, of Columbia Point. He informed the city that unless it undertook an immediate, good-faith redevelopment effort, he would begin “reoccupying” the project—moving residents into Columbia Point from the waiting list. “We were opposed to the continuing triaging of the population because of the refusal to provide them with fundamental services for health and safety,” Spence explains. “It was not only humanly vicious, but grossly illegal and the worst possible public policy.” Although he believed
that reoccupation of Columbia Point would be a terrible mistake, he
was prepared to carry out the threat in order to “halt the charade” of
pretending to plan while letting the project implode.

On February 21, 1979, a year before Spence was named receiver,
three key players had taken the first definitive step in the planning
for the new Columbia Point: the Boston Housing Authority, the
Boston Redevelopment Authority, and the Columbia Point Com-
munity Task Force signed the “Columbia Point Redevelopment
Agreement.” After months of meetings, first convened in 1978 to de-
termine how the $10 million from the federal Urban Initiatives Pro-
gram would be spent, the three parties agreed that Columbia Point
required nothing less than complete redevelopment. Inspired by the
principles that had been tested at King’s Lynne, they drafted a doc-
ument that provided the basic foundation for all future efforts at Co-
lumbia Point. Its key elements included the following:

- All existing Columbia Point residents would be guaranteed
  housing on the peninsula at a cost not to exceed 25 percent of
  their incomes.
- The housing would be planned to accommodate a mixture of
  resident incomes.
- The Columbia Point Community Task Force, representing
  project residents, would participate jointly with the Boston
  Redevelopment Authority and the Boston Housing Authority
  in the redevelopment, construction, and management of all
  new and rehabilitated housing on the peninsula, including
  the developer selection process.
- Columbia Point residents would be eligible for job training and
  job opportunities associated with the redevelopment project.

The community envisioned in the agreement would be different.
Columbia Point wouldn’t be “project” housing that only the poor
would tolerate. The Point wouldn’t be a no-man’s-land—prisoner of
war camp, then city dump, then project—where only the poor
would live. It would be a place where people who could choose
would choose to live. There would be no difference between units
for residents of different incomes. Low-income housing wouldn’t
mean low-quality housing. And the low-income units would be
mixed in with units for moderate- and market-rate tenants. Low-
income residents would not be isolated in the “low-income” area of
the community. They would live side by side with people paying higher rents. In fact, with absolutely no outward indications of who was paying what level of rent, it was entirely possible that no one would know, ask, or even care who was “low-income” and who wasn’t.

The redevelopment agreement specified that current residents of Columbia Point would have a subsidized unit in the new development. Every tenant recognized by the BHA would have a right to a unit, acknowledged and legally agreed to by the BHA and the BRA—and those rights could not be eroded as time went by.

The redevelopment agreement put a stake in the ground. This is the kind of community we envision, it declared, and these are the guarantees we make to the current residents of Columbia Point. The commitment to redevelop Columbia Point as a mixed-income community was something entirely new for Boston. “We’re trying to make the BRA and the BHA aware that any facility located here must be suitable for anyone,” Terry Mair, president of the tenants’ task force, told the Boston Phoenix in November 1979. “You can put someone making less than $10,000 a year next to someone making $50,000. We’re saying that anyone who needs housing should be able to live here regardless of color or income.”

The vision of a mixed-income community instantly drew skeptics from all sides, including those who most wanted to see it come true. The article in the Phoenix quoting a sampling of voices shows what the mixed-income proponents were up against:

The wife of a builder in Braintree: “There’s a reason why people are on welfare. They are hard-core unemployable. They don’t have the social skills to keep a place clean. They’ll dump garbage everywhere. Give them a nice place and they’ll just ruin it for everybody.”

A certified public accountant: “There will be resentment on both sides. The poor will be surrounded by stores where they can’t buy anything. How are white kids who have everything they want going to get along with poor black kids? I’d resent a woman who stays home all day with her kids because she’s on welfare while I’m out working.”

A black UMass field officer: “The mix would work if the minorities were working-class poor. But putting somebody on welfare next to somebody who is pulling eight hours a day isn’t going to work.”

Regardless of the skeptics, the Columbia Point tenants were determined. Terry Mair explains what it meant to the residents of Columbia Point to be involved in planning for the redevelopment of the project:
[The BHA and the BRA] thought the task force would be a token, a rubber stamp. They didn’t expect the kind of involvement they got. The name of the game in the ghetto is survival, and that’s what we are fighting for. We’ve got nothing more to lose.

When I first started going to meetings, conversations went on as if I wasn’t there. It hurts to be in a room and they’re talking about your future as if you weren’t there. The problem is, I’m black, a woman, and a mother living in public housing. But being low-income doesn’t mean being dumb. We were smart enough to hire consultants to teach us what we didn’t know. We’ve learned the techniques and strategies. The BRA and BHA kept saying, “You can’t be housing developers; you haven’t got any experience.” We kept telling them that the community is not interested in being planned for; the community is interested in planning.

In the context of the history of the project, the redevelopment agreement was a watershed document, Columbia Point’s Declaration of Independence, laying the groundwork for full tenant participation in the redevelopment process. Finally, the right people were
Terry L. Mair signed the Columbia Point Redevelopment Agreement for the Columbia Point Community Task Force, Kevin P. Feeley signed for the Boston Housing Authority, and Robert J. Ryan signed for the Boston Redevelopment Authority, February 21, 1979. Courtesy of the Harbor Point Community Task Force.

at the table: the tenant task force, the BRA, and the BHA. None of the earlier plans for the project—the many that never came to fruition—had combined the three groups. Instead, the BHA focused on plans to rehabilitate the housing project, the BRA focused on development of the land surrounding the project—and the tenants were left out of the process entirely. This time, the three would work together on all phases of planning.

The document’s promises aren’t extravagant—nothing more than a decent place to live. But those promises, which would later be witnessed and guaranteed by the court, in the person of the court-appointed receiver, were new to Boston's public housing tenants. The promises were the end of a long, hard road that no one knew but the tenants themselves. Some tenants were skeptical even of these “guaranteed” promises—as they should have been, given their experience. But their skepticism was matched by a determination born of that same experience. As Terry Mair put it, “We’ve got nothing more to lose.”