Comments and Responses to the BHA FY 2020 Annual Plan Amendment #1.

The following document contains the comments and responses received on the BHA's FY 2020 Annual Plan Amendment #1. BHA staff met with the Resident Advisory Board from September through December discussing the Plan Amendment #1 process and documents and sent copies of the Plan Amendment #1 to the RAB and Local Tenant Organizations. The Plan Amendment #1 was put out for public comment on November 1, 2020 and the comment period closed on December 15, 2020 with a virtual public hearing held on zoom December 7, 2020 at 11 am and another at 6 pm.

The BHA took several steps to notify the public of the FY 2020 Annual Plan Amendment #1 and the opportunity to comment. The BHA placed an advertisement in the Boston Globe, included a notice with the rent statement of public housing residents, sent a mailing to Leased Housing participants in Boston and nearby towns notifying them of the Public Hearing and the proposed Plan Amendment. The BHA also sent letters to many local officials and advocacy groups. The Plan was made available for review at Boston Public Library Copley Square branch, BHA's headquarters at 52 Chauncy St., and on its website www.bostonhousing.org.

Many comments are specific to Plan attachments:
ACOP: Admissions and Continued Occupancy Policy
Admin: Leased Housing Administrative Plan
AP: Annual Plan template
S: Supplement
TPP: Tenant Participation Policy

ACOP

Comment: I appreciate the time and attention spent on this document to facilitate navigation, avoid redundancy, and foster use of plain language. Here are thoughts as I have gone through this:

On p. 7, 1.1: In addition to the ACOPs for HOPE VI sites being available from the property management staff, there should be some way that they would be accessible through the BHA.

Response: This makes sense for past and future conversion projects. The BHA will gather and post these ACOPs electronically.

Comment: On p. 9, 1.2.4: I believe that BHA no longer has a specific Reasonable Accommodation Policy for Public Housing, but rather a more general Reasonable Accommodation Policy that covers both public housing and leased housing programs.

Response: The ACOP has been updated to accurately reflect the above.

Comment: p. 9, 1.2.7: There may be some ambiguity about the process to be used where the applicant is also a remaining household member, since such individuals have grievance rights under federal law. BHA should spell this out and if the process is different for state and federal housing, or for different aspects of the process, this should be articulated.

Response: This will be addressed accordingly in the sections regarding residual tenancy / applicant policy.

Comment: On p. 10, 1.3(c)(iii), typo, “to” should be added before “evict”.

Response: This has been updated. Thank you.

Comment: P. 10, 1.3(c)(iv), typo, “or” should be deleted after “evict”. It would be helpful to give further guidance about how BHA determines there is an “actual or imminent threat” and when it would take other appropriate action which would not result in loss of protections to the victim/survivor.

Response: Typo has been corrected. Rather than narrowly define actual or imminent threats, BHA will continued to use the discretion provided by this definition in working with victims and advocates to provide the protections available to applicants and residents under VAWA.

Comment: pp. 10-11, 1.3(d), typo, 4th line, period after "in writing". BHA may want to revisit the strictness of the 14-day period (and loss of protection) in light of recent SJC and Appeals Court decisions involving housing authorities and VAWA relief.

Response: The 14-day period may be extended for good cause per the current policy.

Comment: P. 11, 1.4.3: BHA may want to add additional examples, particularly during COVID-19 or where the applicant may not be able to physically come to a site. Video relays and other technological methods to provide access for sight or hearing impaired applicants should be made available, as well as permitting third-parties authorized by the applicant who may be able to help with communication and understanding.

Response: Thanks for your comment. Language has been added regarding video. Language exists to allow 3rd parties to assist in communication.

Comment: p. 17, 2.3.1: It makes sense to remove the lists of places where material will be published, and to have the generalized language about BHA's outreach obligations instead.

Response: Thanks for your comment.

Comment: p. 18, 3.2: The 3rd and 4th sentences here are not as clear as they could be. I believe the point is that changes will not be permitted in development choices after an applicant enters final screening, except where justified case by case on consideration of reasonable accommodation or extenuating circumstances. As to the 5th sentence, there may be circumstances in which screening would not be completed but the applicant would not be removed from waiting lists. This could happen, for example, if the applicant mistakenly thought she qualified for Priority 1 status but BHA staff concluded that she did not and would not have been called in at the time without such priority; in such cases, the priority might be removed (or the effective date of priority revised), but the household would remain on the waiting list until it would be called in order given the change in priority. In the 3rd paragraph, it may make sense to delete the 2nd sentence (i.e., that a pregnant applicant cannot select a 1-BR or studio unit), if for example a household could opt for a smaller unit and could execute a waiver. It also may be that the applicant does not intend to have the child, when born, be part of her household.

Response: Revisions have been made for clarity to sentences 3 and 4 in paragraph 1. Once the applicant is called in for final screening, development choices cannot be changed unless by reasonable accommodation or other good cause. The second sentence of paragraph 3 has been deleted.

Comment: pp. 18-19: 3.2.1: While not necessary for the ACOP, it would be helpful, in the PHA Plan, for BHA to say when the last 3-year review was done and when the next one is due.

Response: Noted. BHA will update the Annual Plan with this information.

Comment: P. 19, 3.3.1: Where a form is not complete and legible, does BHA offer any assistance to applicants to help them ensure completion and legibility (including any referrals)?

Response: As the BHA moves applications online, we presume that field and data validation will be useful for helping applicants submit complete applications.

In addition, the BHA will assist with incomplete applications as the comment suggests. The section has been updated accordingly.

Comment: p. 19, 3.3.2: How is dating and time stamping done for remote or on-line-submissions? Is there a confirming email back to indicate that the BHA has received the document and regards it as complete?

Response: Submission dates are confirmed in an email, but also in the online portal, whether CHAMP or the BHA's prospective applicant portal.

Comment: pp. 19-20, 3.3.3(a): This provides for mail communication, and during the time of COVID-19, as well as given modern technology, other means of communication may also be reliable or in fact superior (and may confirm receipt, for example, by email or text reply). While use of mailed communications may be a necessary "default", if there has been adequate communication through other means, this should be acceptable. For the last sentence, should "and" be "any"?

Response: Thanks for your comment. This section has been updated accordingly.

Comment: p. 20, 3.3.4: Prior to any waiting list update, BHA staff should scour the records to be sure that any change of address is not already in their records but might not have been placed in the appropriate fields. For example, it may be that the applicant or his advocate sent the Occupancy Department an email in the last few months with a change of address. The last paragraph appears to be redundant with what's in 3.3.1; to the extent it contained additional needed information, this probably only needs to be stated once. Moreover, as noted above, if the issue is lack of completeness or legibility, there should be some service available to applicants who have difficult to overcome these obstacles.

Response: The BHA hopes that the move to emphasize online waiting lists will reduce withdrawn applications related to address changes. The redundant paragraph has been deleted.

Comment: p. 21, 4.2.1: Should there be some discussion about what happens to federal public housing waiting lists (and transfer lists) if a development is no longer public housing? There is some discussion of this in HUD's proposed HOTMA rules, and this has also come up in the Mixed Finance Management protocols—particularly where applicants or tenants may have been on such lists for a prolonged period. This may not be fully answered by the RAD Addendum since many of these sites aren't under RAD.

Response: The ACOP is not the appropriate place for this language necessarily. As conversions occur the BHA is committed to ensuring that Applicants are transferred to the converted site waiting list retaining their position.

Comment: pp. 22-23, 4.2.3: There is some ambiguity about how the 20-day period is counted. Is the date of the notice the date that's printed on the notice, the date it is mailed from the BHA, or the date it is received? Similarly, would the applicant be in compliance if the notice was postmarked within the 20-day period, even if not received until later? Here again, email communications should be regarded as sufficient for the applicant or an advocate to exercise options in a timely manner, and if the 20th day falls on a weekend or holiday, response should be timely if by the next business day thereafter. On the failure to keep an appointment, is the applicant notified of the need to respond within 10 days of the original scheduling to avoid withdrawal? On the failure to supply information, is the applicant notified of deadlines for submission and consequences for missing those deadlines? On refusal to accept housing, it should be noted that refusal to accept a

voucher should be treated differently than refusal of a hard (project-based or public housing) unit, since there is the uncertainty with a voucher whether it will actually lead to a lease up. The language here about a one-year bar on reapplication should be subject to waiver for extenuating circumstances. Under withdrawal for "becoming housed", it would help to spell this out more—there should not be withdrawal, for example, if the applicant's move is into non-BHA housing where she is still heavily rent-burdened, or the unit is inaccessible, etc.

Response: All notices provide language regarding the required response timeframe. The notice period is unambiguous; a response must be received in writing, electronically or otherwise, 20 days from the date of the withdrawal notice. The BHA shall always consider the individual circumstances of each case with respect to reasonable accommodation or other good cause.

Comment: pp. 24-25, 4.3.2: In (b)(i), typo, should be "sent to" rather than "sent by". In (b)(ii), typo, should be "list" rather than "listing". For (d), does the hearing notice advise the applicant of the need to contact the BHA at least 24-hours in advance to request rescheduling? For (e), both in the hearing notice and in any default notice, is this explained (what the applicant would need to show and the deadline for the request for rehearing)?

Response: Thanks for the comment. Notices will be reviewed to ensure the policy is detailed with respect to late hearing requests.

Comment: pp. 26-27, 4.3.4: In (c), in addition to the specific exceptions outlined, believe there should be case-by-case exceptions to the 18-month bar on reapplication for extenuating circumstances. For example, it may be that the client is subsequently displaced by fire and the basis for the negative decision was not such that it should affect providing assistance to the family.

Response: In the following paragraph, please note that applicants denied Priority Status, Preference(s), Good Cause or Reasonable Accommodation may re-apply for the same or a different Priority or Preference at any time provided a waiting list is open except as provided for in this policy.

Comment: p. 29, 4.5.3: Why is Super Priority reserved?

Response: The previous revisions of the ACOP did not include Super Priority. While there were circumstances considered for a super priority preference to public housing, BHA had not settled on language at the time of this revision.

Comment: P. 29, 4.5.4: The change here in (b) is HUGE. This would incredibly simplify the Priority 1 verification so: (i) as long as you qualified for the priority both at the time of application and at the time of the final eligibility interview, you'd be good; and (ii) if you had different bases for Priority 1 at the two moments in time, you'd be good. BHA should be commended for this change.

Response: Thanks for the comment. We are hopeful this simplifies things for Applicants and internal operations.

Comment: Pp. 29-34, 4.5.5: The Cost Burdened in Boston and Graduates of Project Based Units Who Have Fulfilled Supportive Service Goals are new Priority 1 categories for public housing (the second was a priority for leased housing). One question here is whether HUD will approve a cost-burden priority that is limited to living in a particular town. However, HUD has long permitted resident preference as long as it does not have a disparate impact, and given the City's commitment of resources to the BHA for a variety of initiatives, it certainly is appropriate to ask that BHA help address cost-burdened households in Boston. Under 4.5.5(a), displacement generally will not include those in subsidized

housing, but can include it if the subsidy is not permanent or if the unit is inaccessible. I would ask that the BHA also include those with tenant-based subsidies where the landlord is alleging "other good cause" for eviction or non-renewal that is not the tenant's fault. Such Section 8 tenants can face displacement as readily as private market tenants, and it may be that the tenant can't secure the type of unit needed solely through a Section 8 voucher or has had a very difficult time securing a replacement Section 8 unit (for example, the tenant may need a wheelchair accessible unit).

Under (g), court-ordered eviction for no fault would be covered, and under (h), there would be a new category for displaced due to being cost burdened in Boston. It is not clear how these new categories would work with regard to the prior treatment of nonpayment evictions where there was a change in circumstances such that due to a loss of household income, an increase in rent, or other increase in household costs, a tenant could not afford to pay the rent. BHA has since the 1970's counted this as part of its "emergency" category. GBLS litigated over this issue with the BHA in the mid-1990's when BHA proposed at one point to revise the definition, and BHA agreed to maintain this within its priority categories. It is likely that BHA intends to preserve this, at least for Boston households, within the revised Section (h). However, part of the problem with this language, similar to that in DHCD regulations, is the assumption that households would be paying 50% or more of income. If this is construed to mean that the household is obligated to pay that much, whether in fact it is paid to and accepted by the landlord, that may work. As I understand it, unlike the prior Priority 1 category, this would not require that there is a court-ordered eviction, but could include situations where it is clear that the tenancy is not sustainable but that the changed circumstances were not of the household's making.

Response: For the reasons outlined in this comment, we've defined the term displaced to mean that either the applicant is already displaced or is in imminent danger of displacement. There is quite a bit of flexibility here. Acceptable applications under this category could include a situation where the landlord is moving to evict based on the tenant's unwillingness to accept a rent increase or a loss in family income that results in a similar increased rent burden. This requirement is about the obligation and not the actual payment.

Comment: pp. 34-35, 4.5.6: I believe this definition of homelessness, which includes those who cannot go into shelter for medical reasons or those in housing funded or provided for interim stability or support of the homeless on a transitional basis, likely works. There may be questions about what exactly will fit here and that it covers all who were covered by past descriptions; here again, it would be helpful to get feedback from providers who work with homeless and at risk populations.

Response: Thanks for the comment. The BHA shall continue to work with homeless service providers and the ever changing landscape of funding and requirements to ensure the most vulnerable are able to maintain eligibility for BHA programs.

Comment: pp. 35-36, 4.6.2 and 4.6.3: It's not clear exactly how the language in 4.6.2 and 4.6.3 interacts, and this may cause some confusion. It's also note clear how BHA identifies which individuals should be granted Mitigation Vouchers and how the public housing lists and the Section 8 set-aside interact.

Response: Deleted the word only in paragraph 4.6.2 to provide clarity.

Comment: p. 37, 4.6.7: It should be noted that it's not clear if HUD will revoke the right for mixed families to have pro-rated rent. HUD proposed this

in a rules change last year. If this occurs, BHA will need to discuss this further.

Response: Noted. Thanks for the comment. We are tracking this issue closely.

Comment: Pp. 38-40, 4.9: On the Applicant Family Break-Up Policy, I think this works, but would ask that others who do more work with survivors of domestic violence review it. This also includes situations where the remaining applicant members were minors and an adult is being added to safeguard their interests. There also needs to be sensitivity on communications to avoid risks, similar to under VAWA.

Response: Thanks for the comment. The BHA is sensitive to the requirement under VAWA, which applied to all section of the policy where instances of domestic violence could potentially arise.

Comment: p. 42, 5.1.4: Good to see the language providing that in the case of conversion actions, where public housing is being converted to another form of subsidy, BHA may consider entering into a repayment arrangement. The person likely would only be regarded as an "applicant", though, for the Section 8 program—but there might be cases where there was a residual tenancy application, and so the person would be regarded as an "applicant" for both public housing and Section 8.

Response: Thanks for your comment. The BHA will continue to strive to maintain tenancies for those families who are the subject of public housing conversions.

Comment: p. 42, 5.1.5: It may be helpful to spell out further what would be regarded as fraud and what would not. Thus, for example, if a person was in the BHA's Leased Housing program and was applying for public housing, and the case would be considered for repayment arrangements under EIV terms normally, this should not be regarded as fraud. It is a case, however, where continued eligibility can be premised on entering into a repayment agreement.

Response: Entering into and maintaining a repayment agreement would resolve the issue of fraud for an applicant. Fraud, simply stated, is the intentional misrepresentation of information that would cause the BHA to act contrary to its policies and procedures had accurate information been provided.

Comment: p. 43, 5.3.3: Under (b), it should be noted that it isn't always necessary for documents to have been generated in the last 60 days, if they are things that aren't subject to more recent change (birth certificates, SSNs, verification of citizenship or eligible immigration status). See 5.3.4(b) (p. 44). Some of what is in these two sections is redundant and may be inconsistent.

Response: Language has been added in accordance with the comment.

Comment: pp. 44-45, 5.4.1: I can't recall whether the requirement for photo identification is new. Note that it is not required by HUD or DHCD regulations.

Response: This is an existing requirement.

Comment: p. 45, 5.3.4: On the proof of relationship, it's not clear if this may go beyond what HUD prescribes in its definition of "familial status" in 42 U.S.C. 3602(k), in terms of the parental designation needing to be sworn or under the pains and penalties of perjury. This should be reviewed, as well as the standardized forms that are used for medical treatment or for an adult to take responsibility for a child's education.

Response: Agreed that the designation does not need to be sworn under the pains and penalties of perjury under the federal law. This Section has been updated accordingly.

Comment: pp. 45-46, 5.3.5: I don't think that BHA destroys the Social Security card copies that are in normal BHA tenant files. If this is what is required, there are many property managers who need to take appropriate steps to remove these items.

Response: Agreed. Thanks for the note.

Comment: p. 46, 5.3.6: Verification of student status shouldn't only refer to letterhead, since there may be on-line forms of verification that might be acceptable (particularly during COVID-19).

Response: This section has been updated to include the phrase, "other official documentation" in addition to letterhead.

Comment: pp. 46-49, 5.3.9: As noted above, it is possible that HUD may revoke pro-ration as an option (as was proposed in rulemaking in 2019). I believe this list of acceptable verifications is fairly old and I don't know if there may be other items that should be acceptable under 42 USC 1436a.

Response: Thanks for the comment here. This list is the most current guidance that HUD has provided. We will review the statutory language at 42 USC 1436a. The requirements set forth in that statute are not easy to tie to the documents that an applicant might present. The BHA shall seek additional guidance here.

Comment: pp. 50-51, 5.5.7: It should be noted that if HUD finalizes its HOTMA proposed regulations from 2019, it could change how assets are handled.

Response: Thanks for the comment.

Comment: P. 52, 5.5.10: As drafted, this makes it appear that the whole section has to do with permissible medical medical deductions where not otherwise required by federal law for elderly/disabled households, i.e., the area where BHA has discretion to establish additional deductions. However, the disability assistance expenses outlined in (a)(iv) is actually mandated by federal law whether the household is elderly/disabled or not; the issue instead is whether you can cumulate those expenses with other medical expenses if the disability assistance expenses are below 3% of annual gross income but the total would be over the threshold.

Response: Agree with the comment. The term permissive shall be removed.

Comment: P. 52, 5.5.11: This would provide that excluded resident service stipends may exceed $200/month where necessary in an emergency (such as during the pandemic). It would be helpful to get a report from BHA about how this is being utilized.

Response: BHA shall provide information regarding the use of this deduction in the annual plan.

Comment: P. 53, 5.6.1: Believe that this language about one-year's housing history, possibly extended to three years, is new, and replaces what BHA previously had for a five-year history. This should help reduce administrative burdens.

Response: Thanks for the comment. BHA agrees.

Comment: pp. 53-56, 5.6.2: In screening for meeting financial obligations, it must be recognized that many households may not have sufficient income to meet rent and other obligations, or may have had income losses, changes in family composition, or other hardships (such as medical problems/debts) which would explain why they were unable to meet financial obligations for reasons outside of their control. BHA should always evaluate the history with an eye to whether the household would be likely to be lease compliant when rent can adjust to reflect changes in family income. Sometimes even if an applicant intends to honor a repayment arrangement, they

really can't do so until they are on an income-based rent so that they can manage debt repayment. Moreover, there may be negative eviction or termination history which can be adequately explained or where current circumstances may it likely that future behavior will be different. While there is reference to vendor arrangements, there may be other arrangements, similar to Rent Secure, which would also be good evidence of likely compliance. Under (c)(vi), evidence that a household was obligated to pay more than 50% of income for rent and tenant-paid utilities should suffice, since landlords may vary about their willingness to accept partial payments (and tenants who cannot otherwise avoid eviction through partial payment may not have made partial payments). Use of Credit Bureau information should be limited since sometimes it may be that the tenant was covering necessities but fell behind on other obligations, and there is concern that use of credit scores is likely to have a disparate impact. It is good that BHA has included information about right to dispute credit reports if they are relied upon and the right to reconsider a recommendation if the report is corrected. The bankruptcy language here is somewhat problematic in that it may be difficult to separate non-discrimination on the basis of bankruptcy (and the idea of giving a fresh start encompassed with bankruptcy) and the consideration of the debts involved in the bankruptcy. Some modification to the language may be in order.

Response: Thanks for the comment. BHA recognizes that evaluating the ability to pay for low income families is not going to be emphasis in the screening for suitability criteria.

Comment: pp. 56-60, 5.6.3: Regarding treatment of the property or other tenants/staff, here again it is important to give applicants who are willing to address past issues second chances, and to acknowledge that some issues (such as housekeeping) may be related to a disability and that additional assistance (such as a live-In aide) may be needed and appropriate. It appears that (c)(iv) is incomplete. In addition, while it is appropriate to review past court and BHA records to identify possible issues, it should not be assumed, just because there was such a history, that the individual is not capable of lease compliance, with or without assistance as the applicant may identify. Staff must be careful with observations of housekeeping or hygiene in office or home visits to not jump to conclusions where there may have been an illness or other circumstance that would not be a fair picture of the applicant's normal conduct.

Response: Thanks for the comment. BHA will continue to refine the screening criteria over the next year, removing language that does not apply or is unnecessary for our process.

Comment: pp. 60-64, 5.6.4: It should be noted that the pattern of alcohol abuse affecting others' quiet enjoyment will not usually show up in criminal history, but more often in the prior screening criteria (and it may more logically belong there). It is good that BHA notes that a continued without a finding (CWOF) is insufficient to conclude that there was engagement in criminal activity; BHA should do the same with arrests that did not lead to a conviction which may appear in some of the data sources identified. Under (d), it may not always be that a criminal incident was "isolated"—there may have been a period of time when the applicant was engaged in a series of crimes, but it has been some time since the applicant engaged in such behavior and there may be have changes in life-circumstances that redirected the applicant. Under (e), having such clear lookback periods is helpful, but it would help to spell out more how the language on "inherently violent" conduct will be applied. Thus, an applicant may be listed as a Level 2 sex offender (but not life-time)

because of statutory rape which involved the ages of the parties (both teenagers), but where there is no other indicator that predation or current risk exists, the simple fact of Level 2 status should not put the applicant outside of the normal lookback period.

Response: Thanks for the comment. The BHA will consider any mitigating circumstances presented by the applicant in determining whether or not the applicant should be granted eligibility.

Comment: p. 66, 5.7.1: At (f), there is reference to the PCA not having income included except as provided in 5.5.2.8. That cross-reference is incorrect and should be modified. Probably the reference now is to 5.7.2(h).

Response: Noted and updated. Thank you.

Comment: pp. 66-67, 5.7.2: At (d) and (e), again there is a cross-reference to 5.5.2.8 which no longer exists, and the reference should instead be to the options at 5.7.2(h). When this written notice of options is given, it should be kept in the file, and the election of which option is chosen, after the notice is given, should be signed by the person and kept in the applicant file.

Response: Thanks for the comment and the note on the procedural requirement to keep the notice in the file.

Comment: pp. 68-69, 6.1.3: Typo in (i), 3rd line, "approve" should be "approved". 5th sentence, typo, "Applicant" should be "Applicants".

Response: Thank you. Updated.

Comment: pp. 69-70, 6.2.1: For (P), remove "HOPE VI", since units are no longer being developed through HOPE VI.

Response: Updated. Thank you.

Comment: pp. 70-71, 6.2.3: Question as to how the counter system works. If only Special Circumstance Transfers were being done, then the first such transfer would be the 4th offer, the 2nd would be the 8th, etc. However, since Over/Underhoused Transfers are to be offered the 8th offer, this would then mean that the next Special Circumstance Transfer (2nd in line), unless there are no Overhoused/Underhoused Applicants, or unless the development is not at 98% occupancy. It is not clear why the 2nd Special Circumstance transfer wouldn't occur at offer 8 if the development is not at 98%. Could you elaborate? Is this understanding correct?

Response: Thanks for the comment which highlights the confusing nature of this language with respect to the eight offer. The language has been revised in an attempt to clarify.

(v) Every eighth apartment for each bedroom size category by development/AMP shall be offered in accordance with the following considerations:

- If the development is at or above 98% occupancy the apartment shall be offered to the next approved Under or Over Housed Transfer at the top of the On-Site Under or Over Housed Transfer list/AMP

- If the development is at or above 98% occupancy and there are no approved On-Site Under or Over housed transfers, the eighth unit shall be offered to the next approved Special Circumstances Transfer Applicant.

- If the development is at or above 98% occupancy, and there are no approved On-Site Under or Over housed transfers nor any approved Special Circumstances Transfer Applicants, the eighth unit shall be offered to the next highest ranked approved Applicant.

- If the development is not at 98% occupancy rate, the eight unit will be offered to the next highest ranked approved Applicant.

Comment: pp. 71-72, 6.2.5: It is not clear how the offer is communicated, and how the 7 business day period is calculated. If it is communicated by phone or email, it should also be backed up by mail, so there is a clear record, and the clock shouldn't begin to run either until the notice is mailed or it is received. Part (b) seems to be redundant for what's in part (a).

Response: Offers are communicated in writing and the section has been updated to reflect that. As the BHA begins to use portals, email communication will begin to be a primary source of communication to families.

Comment: pp. 72-73, 6.2.6: There should be exceptions to the one-year bar on reapplication, as there may be unforeseen circumstances which make it a real hardship to impose this bar (for example, all residents of a building are displaced by a fire, and all but one applicant get placed—the one applicant is not placed because of past withdrawal and the 1-year bar), Similarly, under (b), the 3-year bar on application of any past preference/priority seems too severe/arbitrary and there should be case-by-case exceptions—let's say that the new application is not barred because it's a new priority basis (fire displacement), but preference point for veteran status are denied (because the person had veterans preference on the earlier application). The removal of transfer basis in (c) may not in fact be in BHA's interest, because they may want to close up an uninhabitable building or get an overhoused tenant into a right-sized unit. In all cases, some reason/judgment/discretion should be applied. Sections (d) and (f) appears to provide for the exceptions, and it would be best to cross-reference. Note that there is no longer a Section 4.4.5, and this should probably be 4.4.2.

Response: If there is good cause for rejection that will be evaluated. However, there must be a disincentive for rejecting a valid offer of housing in order to ensure that we fully utilize the very limited resource of public housing. The issues related to references have been resolved.

Comment: pp. 73-76, 6.2.7: Under (a)(iv), there may be times when the particular professionals may not be able to provide the verification. For example the applicant finds out, after she selected Franklin Field, that the family of her former abuser has relocated to that neighborhood. It may be that her source of that information is not a social worker or law enforcement official. At(b)(iv), under VAWA, a self-certification should be sufficient to claim protection, and the language here may not be consistent with current VAWA requirements.

Response: This section requires that the request is established and supported by a 3rd party, even if they are not the primary source of verification. Changed the wording, so that "established" is now "supported".

Comment: pp. 76-77, 6.2.8: Where a transfer is being done in conjunction with reasonable accommodation (moving a resident who requires particular features into a unit with those features), under (c)(i), is this a case where BHA should be assisting to pay for the relocation? Should BHA do this for both moves, in order to ease the burden for both the household that needs to vacate and the household that needs the features?

Response: The BHA will evaluate relocation assistance based on the individual circumstances of the resident and the respective needs.

Comment: p. 77, 6.2.9: Did BHA amend the non-smoking policy to reflect slight changes made by HUD in the final rule which took effect in early 2017? If so, may make sense to say, "as revised in 2017".

Response: Changes made to remove dates to avoid having to change the policy when minor

changes are made at the federal level in the future.

Comment: pp. 87-89, 9.1.3: The "good standing" requirement should only apply to those additions to the household that require BHA advance approval (i.e., it should not apply to minors added by birth, adoption, court-awarded custody, or some sort of other status recognized within "familial status" under 42 U.S.C. 3602(k)). I would recommend deleting the language on "temporary orders" since the familial status definition does not have such limiting language. In addition, there should be case by case exceptions. For example, it may be that the original tenant was in breach because of memory issues, but is adding an adult daughter who will help her remember her lease obligations—it would be contrary to sound management for the BHA to deny that request simply because the mother was already in breach. Under (d), it may make sense to add language saying that while an application to add a household member is pending, if the individual is living in the household, use and occupancy will be recalculated to include such person's income (unless they are a Personal Care Attendant who will not have remainder rights) and sharing with them a statement of the tenancy obligations expected for persons living in the household.

Response: The "good standing" has been revised to note the exception of the additions that do not require BHA approval. Language regarding temporary guardianship has been removed. The good cause requirement can be waived with the approval of a reasonable accommodation.

Comment: Pp. 91-92, 9.2.8: Presumably BHA will not change this from FMR to SAFMR. One of the concerns that the RAB raised in the first year that BHA set flat rents under QHWRA was that they should not vary by neighborhood, but would be uniform citywide.

Response: The BHA will not change this to SAFMR and the rents will remain uniform.

Comment: pp. 92-93, 9.3.1: This should be revised to reflect the familial status statute, i.e., there are some other family care arrangements which should result in the addition of a minor to the household without advance approval, although BHA should promptly be notified of them. Under (b), we object to using the 10% change in unearned income, since this will benefit higher income families more, and is more difficult to track than the $200/month threshold that BHA previously used (and which is used in HUD multifamily housing). While HUD proposed this in HOTMA, GBLS submitted comments questioning this in 2019, and we have yet to see where HUD ultimately lands. We support the change that says that the tenant may get a downward adjustment in income with the effective date based on when the income changed, as long as it is reported within 30 days; if the change is reported outside of that 30-day window, as I understand it, then the decrease would be effective based on the reporting date. BHA may want to have some flexibility for retroactive adjustments where failure to timely reported was related to a disability (for example, the tenant was hospitalized at the time of the income loss and was unable to report within the 30 day window).

Response: The BHA's reading is that the 10% threshold is statutory. Since this policy excludes earned income, the majority of cases are likely to be from those instances where a family has a 10% increase family income due to the receipt of a new benefit after receiving zero income.

Comment: pp. 94-95, 9.4: Similar question to what was asked earlier regarding how the higher "overincome rent" is set. Presumably it should be based on the FMR, rather than the SAFMR, as stated here, so that

there is uniformity across the portfolio. In addition to what's stated here, there should be language about what happens if the household income declines below the over-income limits after the 2-year grace period has expired and the rent was properly increased. The same mechanism should apply of reverting to the income-based or flat rent, and a new 2-year period established.

Response: The BHA shall continue to utilize FMR to maintain uniformity across the portfolio.

Comment: pp. 95-98, 9.5: It is good to have this level of detail on the Enterprise Income Verification (EIV) system. It may be helpful to include some language about the affordability of repayment agreements and that if there is a change in circumstances after the agreement Is executed (for example, either household income increases, so that a higher installment on the outstanding debt can be paid, or that it has decreased, so the installment should be reduced), the agreement will be modified. Failure to honor a repayment agreement can be a basis for adverse action by the BHA. However, if a household continues to owe funds but has been following through on its agreement, it should be considered to be in "good standing" for the purpose of other BHA treatment.

Response: Thanks for the comment.

Comment: pp. 98-99, 9.6: It should be noted that the Self-Sufficient Income Exclusion is likely to be phased out at some point under HOTMA, and BHA will need to adapt. It should also be noted that under regulatory changes in 2016, once the two-year disregard clock "starts", it continues to run, even if the household may not claim a full 24 months of disregard because of periods of unemployment during that period.

Response: Thanks for the comment.

Comment: pp. 99-104, numbered as 9.5, but this is not right: This is the Community Services and Economic Self-Sufficiency Policy, and should be designated 9.7 (and later sections should also be renumbered).

Response: Thanks. This has been updated.

Comment: pp. 104-105, numbered as 9.6, on Inspections, should be renumbered as 9.8. Under what was 9.6.2 (what would be 9.8.2), on p. 105, the bill should advise the tenant of the right to dispute it through the BHA grievance procedure (and the method and deadlines for any such dispute).

Response: Thank you. This section has been updated to note the ability to dispute.

Comment: pp. 105-106, numbered as 9.7, on Leased Termination Procedure, should be renumbered as 9.9. It should be noted that changes in law may also change what is required for lease termination. Thus, for example, the CARES Act passed by Congress in March, 2020 requires that any lease termination notice be a 30-day notice, rather than the 14-day notice that might be permitted by state law for nonpayment of rent, for example.

Response: Thank you for your comment. The section number has been updated.

Comment: Admissions (for both Public Housing and Section 8): These are issues covered in both the Admissions and Continued Occupancy Policy (ACOP) for public housing and the Section 8 Administrative Plan, and David Gleich summarized these at our November meeting. Key points here:
A. BHA has simplified and streamlined this. Positive.
B. BHA has simplified verifying Priority 1 status to when the applicant applied and when they are interviewed—and even if not the same Priority 1 status, as long as for each date there was some Priority 1

qualification, that's enough. That will likely result in more positive returns and less churning because people may, for example, not have remained in shelter continuously in between. Positive.
C. Changed definition of homelessness, and no need to write up all the set-asides or description of supportive housing programs. Positive.
D. Creating new Priority 1 category for rent burdened Boston households. Positive in that it may allow some groups to be reached that aren't currently. Question whether any applicants who currently get priority for loss of NP evictions due to changed circumstances (Boston and non-Boston) will lose it, and make sure existing priority not lost.

Response: Thanks for your comment. The revision has been made with an eye towards expanding the category and not closing those out are already eligible, including those who would qualify under the no fault eviction priority.

Comment: I'm Mac McCreight. I'm from Greater Boston Legal Services and I work as a technical advisor for the RAB, but of course we also are always submitting comments to the BHA on a variety of different policies and we've done so on this as well. I just wanted to acknowledge this is the 21st set of public hearings around the PHA plan. The first RAB and first PHA plan hearings were held in the Fall of 1999. BHA has had a very good history of following through on this and always being very transparent with its approach. Obviously, this is the first time we've had to do one of these on Zoom and not in person and that poses some challenges to everybody concerned and I want to just take a moment to thank the BHA and thank the residents of the BHA for how everyone has been dealing with these unprecedented circumstances that we're all in right now. Obviously, there are some extremely unfortunate things that have happened. We have lost members of the resident community, both in Public Housing and in Section 8. Some real resident leaders. We've lost people in the larger community, but people have been really resilient in trying to deal with this and roll with it as best we can.

I was just going to summarize for here, some comments I made the other day at the RAB meeting that we had last week. I know there are a lot of things that have been rolled out. One of the things that's been rolled out is improvements in the BHA Section 8 Administrative Plan and Admissions and Continued Occupancy Policy and I want to applaud the BHA for what it did to simplify a lot of that, make it a lot more straightforward to read. Also to do things that mean that there's probably going to be less churning in the system where, for example, someone gets on a waiting list, they're homeless at the time they apply to the BHA, that's true, but it takes a while before they reach the top of the waiting list. In the meantime, maybe something happened where they're not in shelter for a bit, but, by the time they get into their appointment at the BHA, they are again in shelter because their situation's been very unstable. The revisions here that the BHA has come up with have basically said if at the two moments in time of when you applied and when you have your interview, at both times, you're eligible, that's all we really need to know. I think that's going to be extremely helpful for a lot of people. Also, a lot more flexibility about language around what counts as "homeless," not having to write out all these different set-aside plans, which obviously change as there are grant opportunities or particular populations that BHA and the city are focused on working with at a particular time, so I think all of that's good.

Response: Thanks for the comment.

Comment: I would also recognize that BHA has added a new priority category of Rent Burdened. That category did exist as kind of a lower-tier priority for elderly and disabled housing, but now would be

expanded to be within Priority 1. That should allow some people to be reached who might not have been reached before. I know we've talked before in the past about how, whether or not, for example, the Asian population of Boston was getting proportionately served. Statistically, it didn't look like that, and, so, I think this is a good response to that. The two things there that are important, though, are that BHA has long had a Priority 1 for people who lose non-payment evictions where circumstances go beyond their control. Somebody who could originally afford their apartment, but then, through means completely outside of their control, can no longer afford the apartment – the rent goes up, household income goes down, there's some catastrophic medical emergency with big debt. BHA has always recognized that if you can prove that change, and your rent burden is over 50%, you've got some kind of court order or eviction, that can then count for Priority 1, and so I would hope that would fit within this new category.

Response: See responses above regarding the same subject.

Comment: The other thing is that that category, as it was written in the past, was not limited to Boston residents. It certainly is appropriate to prioritize Boston residents, since BHA is getting funding from the city and its first focus needs to be on residents from the city, but there may be people who for circumstances outside their control have moved, but still have Boston ties and, so it's worth not having those people who previously might have gotten Priority 1 status lose it as a result of a change. It's just worth a look at.

Response: The court ordered no fault eviction category, which closely tracks prior language, is not targeted at Boston families. The rent burdened category is limited to Boston displaced families.

Admin

Comment: p. 11, 3.1.1 and 3.1.2: Fine revisions/edits to simplify, refer to on-line options.

Response: Thanks for your comment.

Comment: p.12, 3.2.2: OK on referencing website and possible of multiple waiting list.

Response: Thanks for your comment.

Comment: p. 13, 3.2.3(c): Not clear what the new language means, and it may be good to give an example. Presumably electronic means of communication is not the sole option, since there may be applicants/participants who do not have such tech access, and applicants should be given multiple options. However, if an applicant has chosen to communicate electronically with BHA, and has not provided alternative means by which he/she/they can be reached, BHA may encounter difficulty if the email information is not correct.

Response: Paragraph has been updated to include the following:
"Fails to respond to a letter or an email where the applicant has opted in to receiving electronic communications from the BHA."

Comment: pp. 13-16, 3.2.5: Fine to substitute term "withdrawal" for "removal". Under (a)(3), p. 14, notices of appointment should inform the applicant of the responsibility to follow up, within 10 days, if appointment wasn't met. In addition, it should be the BHA practice, if it appears that the applicant didn't keep the appointment, to send out a notice of this and the need to contact within 10 days. There may be times that the applicant in fact was at the BHA, but at the wrong location, or that staff did not properly identify a person who was waiting or were not aware of language or other needs necessary for communication. Under (a)(5), p. 15, this should also include being retained on other project-

based waiting lists that don't have such supportive service requirements. Under (a)(6), p. 15, typo in 2nd paragraph, 1st line, should be ""offer of housing", not "offer housing". Similarly, if an applicant refused to accept a tenant-based voucher, this should not affect placement on the project-based lists—the applicant may have come to the conclusion that she would prefer the certainty of a hard unit offer (particularly with certain features or services) to the uncertainty of a mobile voucher and not being sure that a unit would be secured within the search period. The one-year bar on reapplication should be modified. As in the ACOP, there may be subsequent reasons why a family has dire needs for housing that are different from those at the time an offer was declined, and BHA should be free to consider that.On (a)(7), p. 15, would help to spell out what "becoming housed" means—presumably this would be leasing up with public housing, project-based assistance, or a tenant-based voucher, but would not include simply a temporary private market rental which otherwise may be unstable (highly rent burdened, inaccessible, not safe, etc.). Under (c)(2), p. 16, it would help to be specific about how the period of notice is calculated—from the date on the notice, from the date of mailing, from the date of receipt—as well as when the applicant's response would be considered timely (for example, an email response within the time period should be sufficient, and if the 20th day falls on the weekend, receipt of mail or an email on the next business day should be regarded as timely). Moreover, if there are circumstances where BHA would entertain a late appeal for compelling circumstances or as a reasonable accommodation (consistent with long-standing BHA practice and similar to the ACOP), these should be described either here or later and in standard notices used by the BHA.

Response: Added language to section (a)(5) as the comment suggests. In Section (a)(6), the typo was corrected. With respect to the withdrawal from all PBV waiting lists, it is BHA policy to encourage a family to a accept at a site to which they've applied. In paragraph (a)(7), housed has been updated to "receives housing administered by the BHA". With respect to notice and notice periods nothing in the policy as written precludes email as a written request for a hearing. The BHA frequently permits late hearing requests for compelling circumstances or other reasons. Over the next period, the BHA will continue to revise both policy documents, as well as in the hearing notices, to ensure the standards in the ACOP and the Administrative Plan are aligned to maximize transparency with respect to the standards.

Comment: p. 20, 3.3: Fine to substitute "the BHA" for "the Occupancy Department".

Response: Thanks.

Comment: p. 21, 3.3.3 and 3.3.4 (as well as n. 7): As I understand it, the ACOP has been revised so that priority is not verified for the whole period of time that the applicant has been waiting, but as of the time of application and as of the time eligibility is determined. Moreover, as long as the applicant means the criteria for some Priority 1 category at both dates, it does not necessary have to be the same category. For example, if the applicant was homeless at the time of application, and is in a location with a current domestic violence risk at the time of the eligibility check (but not homeless), this would be sufficient. It is not clear that these same factors have been picked up here, and for overall consistency, BHA should clarify the language. While there is reference to Section 5.2 (pp. 59-60), this part seems to relate more to program eligibility rather than to priority.

Response: The intent here is to mirror the ACOP. The language in this section has been updated to, "The BHA will provide to each potential Applicant a description of all

Priorities and Preferences that may be available. BHA will verify the Priority at initial application and when the applicant is called in for final eligibility." Additionally, language in 3.3.5(e) provides clarity to the verification requirements.

Comment: pp. 21-42, 3.3.5: This section is long and convoluted and probably would benefit from a plain language/navigation rewrite.

Response: BHA agrees. A rewrite of this section for improved navigation and plain language is one of the top priorities for the next round of revisions for the annual plan document.

Comment: On (b), pp. 21-24, I would question the language in n. 8 (p. 21), since there may be good reasons for the tenant to reject the public housing offer but need a super-priority (such as an ongoing safety risk within the City of Boston such that tenant-based assistance is needed). On the other hand, there may be times that the public housing offer should have adequately addressed the need. What should not happen is that the applicant is left with nothing because of assuming that other options existed and were superior—all of this should be discussed with the applicant at the time, so she is fully aware of the possible consequences (and can share with BHA any good cause factors that might make waiting for the voucher appropriate). On (b)(2)(iv), on p. 23, this limits super-priority due to reasonable accommodation needs that can't be met in the existing project-based site to Mod Rehab, and there may be circumstances where this might be needed for the PBV program—for example, a family member becomes disabled after admission and needs a wheelchair accessible unit there are not wheelchair accessible units of the right size immediately available within that site, and super-priority would allow the individual to access a vacant wheelchair accessible unit at a different PBV site. Under (b)(3), on pp. 23-24, BHA should review this to be sure it is consistent with VAWA—for example, in many instances, a VAWA certification may be sufficient to establish the need for super-priority.

Response: BHA agrees with the comment as related to note 8 and have revised accordingly. The offer of public housing should not result in a withdrawal of super priority. In certain circumstances, the acceptance may result in the withdrawal of the super priority status if it resolves the issue for which super priority was granted in the first place (e.g,, dv, safety, reasonable accommodation). BHA shall conduct a review of transfer related notices to ensure that language is provided with respect to choices and good cause. BHA has added PBV as option to Section (b)(2)(iv). Sections 1.2.5 and the BHA's VAWA policy provides an explanation of Applicant and Participant rights with respect to VAWA. A certification under VAWA is for the purposes of avoiding an adverse decision by the BHA on the grounds of being the victim of Domestic Violence, Dating Violence Stalking, or Sexual Assault. VAWA does not necessarily create a priority right to housing, but rather protects an applicant from being denied solely to an act of domestic violence. It would make sense that the two separate sections could have slightly different verification requirements. Additionally, the BHA is not proposing any changes to the Domestic Violence Priority.

Comment: Under (c), Mitigation Vouchers, on p. 24, this raises the question (see separate comments on ACOP), about how these households are identified and tracked on public housing waiting lists, and there should be some explanation of that.

Response: This strategy has been detailed in the BHA's designated housing plan. The BHA identified those Non-elderly disabled Applicants that were negatively affected by the change in the Designated Housing percentages were

offered an opportunity to apply for vouchers.

Comment: Under (d), Supported Housing Programs, on pp. 24-25, BHA may need to describe these more so as to avoid confusion with supportive housing programs that may be used in Project-Based Voucher developments and would provide an exception to program/project cap, since such programs do not mandate participation and households qualify for exempt units if they would qualify for the services, whether or not they choose to participate in them—but BHA is likely using this as well for certain "set-asides" of tenant-based vouchers in conjunction with alleviation of homelessness. Being clear on the terminology, whether participation is required, and which units descriptions are being applied to will be helpful. It is not necessary to weigh down the Administrative Plan with detailed descriptions of each program, and reference to Memoranda of Understanding will give the BHA and the City of Boston to adapt to changing circumstances, funding opportunities, and collaborations, as long as the underlying materials are readily accessible to the public, to applicants, and to advocates.

Response: Thank you for the comment. The paragraph has been updated to further explain that these are set-asides.

Comment: Under (e), Priority 1 (pp. 28-35), the opening confirms what also in the ACOP revisions and a major beneficial change—i.e., that the Priority 1 determination is based on the status as of the time of application and at the time of the final eligibility interview. It would help to add that it need not be the same Priority 1 category as long as the case fits within a Priority 1 category for both dates. In terms of organization, on p. 29, there should be an "A" before Displaced Categories (to be parallel to the "B" used before Homeless on p. 34).

Response: Thank you.

Comment: On the "imminent danger of being displaced", on p. 29, BHA should follow its long-standing practice regarding court-ordered evictions—if the tenant is under a court decision or agreement for judgment in which possession is awarded to the landlord, this should be sufficient, even if there may be a prolonged stay of execution or the tenant may be staving off displacement through an appeal. There may also be tenants displaced by condominium or cooperative conversion who have prolonged notice periods who should qualify.

Response: The BHA agrees with this comment and this is laid out in the definition of displaced that precedes this paragraph.

Comment: Later on p. 29, as noted in comments on the ACOP, there should not be a blanket denial of displacement priority if the tenant is in subsidized housing—for the Section 8 tenant-based or MRVP programs, for example, the owner is free to not renew the lease without cause after the initial term, or to terminate for "other good cause" which is not the tenant's fault. While a Section 8 voucher or MRVP tenant may have the ability to secure alternative housing with the voucher, sometimes tenants cannot secure such housing within any stay of execution and voucher search period, or they may need some of the unique features of project based units (such as wheelchair accessible units) which are difficult to find on the private market. In addition, tenants in HUD multifamily housing who are displaced by natural forces, condemnation, domestic violence, inaccessibility, or the like may still need alternative placements and such assistance may not be available within that program.

Response: This section has been revised adding the term adequate prior to subsidized housing to allow for the flexibility described in the comment. The same language

has been added to the ACOP for consistency.

Comment: On p. 31, the verification for domestic violence priority, this should be cross-checked against current VAWA requirements. There also appears to be a missing "and" in 3(5)a. If the person is already displaced, consistent with HUD's prior federal preference definitions of involuntary displacement, it should not be necessary to verify that the person is unsafe where currently doubled up (the issue then would be that the survivor of domestic violence has not obtained standard permanent replacement housing since the displacement occurred).

Response: BHA agrees that the applicant no longer needs to be in imminent danger. The language has been updated accordingly.

Comment: As noted in comments on the ACOP, BHA has long considered "court-ordered no fault evictions" (on p. 32) to include nonpayment evictions due to loss of household, increased rent, or other changed circumstances beyond the household's ability to control, and the rent burden (including tenant-paid utilities) exceeds 50% of household income. It may be BHA's intent to capture all of these, for Boston households, in the new rent-burdened category on p. 33 (as well as those not yet under court-ordered eviction). Since this was an area of vigorous policy discussion for many years, this should be discussed. Moreover, it should be noted that if the rent burdened category replaces the prior emergency case category, there are going to be non-Boston households who would have previously qualified for Priority 1—and some of these are in fact long-time Boston households who fortuitously relocated to nearby communities but are still in need of help.

Response: See above response to same issue in ACOP.

Comment: As noted in the ACOP comments, it may be that the definition of Homeless on pp. 34-35 captures everything that was previously covered, but it would be helpful to get feedback from homeless providers. In particular, there may be questions about when the "interim stability" category at B.1(3) applies. In the past, BHA specified some time periods that would be regarded as transitional, and there may be some danger, without greater detail, that some who should be benefited would be excluded, or that there may be differing interpretations of this language by different staff. There is no verification requirement for the "interim stability" programs, and something should probably be added on that.

Response: See above response to same issue in ACOP.

Comment: pp. 42-47, 3.3.7: On (b), Veterans Preference (p. 43), it should be noted that this Veterans Preference may be different than the question of what definition of "veteran" is used for a Project-Based Voucher development to be exempt from certain project/program caps under HOTMA, and that HUD has mandated that its definition of "veteran" be used for such exemption, even if there may be a different state law veterans preference. On (c), Working Families Preference, there may be questions whether HUD is permitting a waiver from this due to COVID-19, since many persons who would otherwise have been working for the prior six months or longer may not have been able to due to shutdowns. On (f), Homeless Service Organizations Preference (pp. 45-46), consistent with HOTMA requirements for the Project Based Voucher Program, this should be based on eligibility for the services but not require that the applicant have agreed to accept such services, since they are voluntary. On (h), Right of First Refusal (p. 46), it may be helpful to discuss this further. There may be cases where returning households have the option of either accepting a unit in a building with tax credits or waiting for

placement in a non-tax credit property which will be offered later; the election of such options should not affect the right to return to the site.

Response: Thanks for your comment.

Comment: pp. 47-48: There is no discussion in the revised text about the City of Boston ICCH Programs Priority (listed here as 50 points), If the intent is to replace this with the Supported Housing Programs at 3.3.5(d), that should be said.

Response: Thank you for your comment. This has been updated to signal that ICHH priorities will fall under the Supported Housing programs category.

Comment: pp. 60-61, 5.3.2: While BHA has proposed no change here, in any form notices that BHA uses, it should include information about the deadlines for response, and as suggested above, if there is failure to appear, there should be a written notice with the information about the steps that the applicant must take and how soon to keep the application active. There may be circumstances in which there was not timely response but it is later determined that the failure to respond was related to a disability; as provided in HUD regulations, BHA has the ability to reinstate such applicants to the waiting list. The reference in (e) to the RARAPP should be replaced with the current Reasonable Accommodation policy (which has a different name and covers all of the BHA programs).

Response: Thank you for the comment.

Comment: pp. 61-62, 5.3.3: The last paragraph here reflects the fact that qualifying for a different Priority 1 category at the time of application and at the time of verification of eligibility will not result in loss of Priority 1 status. However, the language here does not appear as clear as that in the ACOP, and BHA may want to compare the two.

Response: Thanks for the comment, the language has been updated to mirror the ACOP.

Comment: p. 62, 5.3.4: It would be helpful to distinguish between situations where there appears to be fraud or willful misrepresentation and where the applicant makes a mistake because of not adequately understanding program requirements. Just as HUD distinguishes between these categories for the Enterprise Income Verification (EIV) program—allowing repayment of excess subsidy paid in affordable installments if there is an error/mistake, but terminating if there is fraud—there should be a similar distinction made here. Often issues may be complicated due to disability, limited English proficiency, or other challenges for families.

Response: See response above related to similar section in ACOP.

Comment: Pp. 68-70, 5.5.1 and 5.5.2: As was discussed this summer in conjunction with Charlestown relocation (and as comes up in other BHA sites), the language here about exceptions to the “very low income” category should be revised to include tenants who were temporarily relocated from federal public housing to state public housing and who then wish to return to a federal site which now has project-based Section 8 assistance. If the family had temporarily relocated to federal public housing, it would be regarded as “continuously assisted” and the 80% of AMI standard would be used. However, the same is not true for those relocated to state public housing, since such tenants were not “continuously assisted” under the U.S. Housing Act of 1937. HUD regulations give housing authorities discretion to establish additional categories of exceptions to the “very low-income” category, and this makes sense.

Response: Agreed. Added language in a new paragraph (i) that could also cover expiring

use state programs in addition to what the comment describes above, “A low-income Family that is currently assisted by a state subsidized housing program.”

Comment: pp. 70-76, 5.5.3: In (f(7), p. 73, language is added that self-certification is permitted for net assets of below $5,000, and that this will be verified every 3 years. This is in HUD’s HOTMA proposed regulations and is unlikely to change, and makes sense.

Response: Thanks for the comment.

Comment: Pp. 78-79, 5.7: Some of the references here are outdated—the Criminal History Systems Board (CHSB) has been replaced by DCJIS. It should be noted that the language here about checking and paying for out-of-state criminal records checks if the applicant has not resided in MA in the past 2 years is not found in the ACOP, and there should be parallel language there (about BHA absorbing costs, and when it is likely that BHA will seek such records). See comments above regarding “activity that is inherently violent”, and needing some guidance to avoid subjective judgment calls (for example, assuming that Level 2 sex offender status may fall within this, when the classification was imposed not related to violence (statutory rape between consenting teenagers) and no showing of predation or other cause for concern. There is also no reference to other checking of whether there is life-time sex offender registration status outside of MA, and there likely should be, consistent with other language in the PHA Plan.

Response: The BHA does not pass along the costs for any CORI request. See response above regarding criminal activity to a similar comment on the ACOP. The BHA checks to determine if the applicant is subject to a lifetime registration requirement for a sex offense. This is detailed in the Sections on denial in Chapter 6.

Comment: pp. 80-83, 5.9: While this discusses the briefing session for applicants who are issued tenant-based (mobile) vouchers, there is no discussion here—and there should be—regarding in what manner applicants who have concluded the BHA internal process for screening for project-based assistance are informed that they have successfully completed that process and what to expect next and what their obligations are with regard to the BHA and prospective owners—including what the consequences may be of various things (if the owner rejects them or if they fail to accept an offer). This should be added somewhere to the Admin Plan. In addition, if a project-based participant is newly found eligible for a tenant-based voucher, the expectations are far different in terms of housing search, etc., but the participant may also not understand that in most instances, if such efforts to search with a voucher are not successful, the tenant may remain in place (with some limited exceptions, such as where assistance is being terminated for owner failure to maintain). This briefing is different enough from that for regular voucher holders that it should likely be separate with some unique content.

Response: BHA agrees with this comment generally that there should be an information session that outlines obligations and requirements for a project based voucher holder. It is unclear that this is required under the regulations, as the voucher does not have the same function for the project based program as it does for the tenant based program. The BHA is committed to working on these materials along with continuing to generally improve the briefing materials for the tenant based programs.

Comment: pp. 107-108, 8.5: Here and elsewhere, BHA may want to include language about use of the Small Area FMR (SAFMR). For example, in its proposed HOTMA regulations published in the fall of 2020, HUD has made clear that the reasonable accommodation

exception payment standard may be either 120% of the FMR or 120% of the SAFMR.

Response: Thanks for the comment. This section has been revised to note the ability to utilize SAFMRs.

Comment: Pp. 108-109, 8.6.2: If there is a rent increase approved by BHA, and the participant's rent share would be increased above 30% of income and there is a person with disabilities in the household, the consultation with the tenant about options should include the ability to seek a higher payment standard (and a reduced rent share) as a reasonable accommodation. Under (b)(3), it should be noted that the participant need not give a 30-day notice if the owner has already given such a notice (the tenant has the right to remain in the unit and subsidy will continue to be paid if the matter is being contested in the eviction case).

Response: A participant may request a reasonable accommodation. Section (b)(3) has been revised in light of the comment above.

Comment: pp. 110-111, 8.7.1: The changed language here about the effective date of rent decreases mirrors what BHA did at the start of the pandemic, and would make the change effective as of the first month after the decrease in income look place, as long as the change was reported within 30 days; if the change was not reported in the 30-day window, then BHA would follow its prior policy of making the change effective the first month after the change was reported. There should be exceptions for this and allowance for full retroactivity to the first month after the change when not timely reported in the case of reasonable accommodation, such as where the tenant's failure to timely report was related to a disability (hospitalization, cognitive impairment).

Response: The BHA will review any extenuating circumstances related to this policy and is required to consider delays in reporting that may be related to the disability of a family member.

Comment: p. 112, 8.8.4: This should be revised to include reference to SAFMR.

Response: Language referencing SAFMR has been added.

Comment: p. 112, 8.8.5: On occasion an owner may lawfully impose additional charges on a Section 8 tenant in the same manner as might be lawful for non-subsidized tenants—for example, there may be a parking fee, or a charge for use of storage space outside the unit. Any such charges must be reviewed and approved by the BHA, and would not be regarded as "rent".

Response: Thanks for the comment.

Comment: pp. 112-113, 8.8.6: BHA may want to add language here, as permitted by HOTMA, that it can use abated HAP funds where a Section 8 contract has been terminated due to the owner's failure to repair to assist the tenant with costs associated with relocating to a new unit (deposits and moving fees).

Response: The BHA will to look to add this language into a future iteration of the plan.

Comment: p. 113, 8.9.2: BHA may want to permit retroactivity even if the failure to timely report was on the participant where this is related to a reasonable accommodation (for example, the participant did not timely report an income loss because of hospitalization).

Response: BHA agrees with the comment. The requirements of the reasonable accommodation policy could apply to this section.

Comment: pp. 132-133, 11.1.1: Some of the changes here make sense and some do not. For example, it is fine, if a tenant has gotten an interim decrease in rent due to an income loss and there is a

subsequent regaining of income, to require that this be reported. I would recommend that this follow the usual rule of reporting of increases of $200/month or more from what was previously reported. This is the rule of thumb for the HUD multifamily program for years and it has worked well. I would recommend against the 10% change in reporting of unearned income—use of a percentage is confusing, and it will benefit more those with higher incomes and not be equitable.

Response: See comments above relate to similar provisions in the ACOP.

Comment: p. 134, 11.2.2: It may be helpful to add here the language from the proposed HOTMA changes in the fall of 2020 on owner breach of HQS and termination of the HAP and the options that the PHA has.

Response: See above regarding a similar comment related to HOTMA language and termination related to HQS violations.

Comment: pp. 134-135, 11.2.3: It may be helpful to add to this list that the owner has collected unlawful side payments from the tenant, or made the tenant assume certain obligations (such as paying for utilities) without obtaining BHA approval and contrary to the HAP Contract and lease. The BHA should direct owners to cure such violations and prove proof of such cure to the BHA; absent such cure, termination and disbarment from future participation would be proper.

Response: The BHA has the authority to ban an owner from the program under the HAP contract.

Comment: p. 136, 11.3.4(b): GBLS has previously questioned whether this provision, which would cut off continued participation rights if the tenant does not contact BHA within a certain period to obtain a relocation voucher, is proper, since it is not contained in any HUD regulation.

Response: Where the family vacates unit due to HQS violations the BHA will automatically issue a voucher rather than requiring the family to contact BHA. This section has been updated with a provision (c).

Comment: I had one last comment. On the Section 8 Administrative Plan – I know we've talked about this before, I just want to make sure it doesn't get lost – which is the idea that, right now we have the rule for Continued Assistance: if you move to Federal Housing and then you need to move back, you could be within 50% and 80% of area median; usually for Section 8, it's 50%. There was this grouping of people that might go to State Public Housing in the meantime. So, let's say that I was at Charlestown. They're relocating me because I'm in Phase One at Charlestown and I get moved to Orient Heights. Then, they tell me, "You now have a new apartment at Charlestown, a project-based voucher that's ready for you," but I'm somebody who's income was between 50% and 80%. That Federal rule about Continued Assistance doesn't work for me, because Orient Heights is not Federal. But BHA does have the freedom to add additional categories, such as people who go to State Public Housing but are going to come back to the site in that income grouping. I just wanted to make sure that that one got captured before it gets done as, I think, Amendment One.

Response: See response above to similar comment.

Comment: (also RED) I was on a call the other day which included Barbara Sard, where a number of us were planning about comments that might be done by National Housing Law Project (NHLP) and the Center on Budget Policy & Priorities about HUD's latest HOTMA regs. My assumption is that CLPHA and others are also pulling together comments and there is likely shared interest on a number of areas. In the course of this conversation, Barbara said something to me that was surprising, and I

realized that if it was true, I would need to add this as a comment on the FY 2021 PHA Plan and FY 2020 amendment before your deadline.

We were discussing the issue of tenant selection in PBV developments, and the initial role by the PHA in screening, and then the owner's later screening. As several in this email loop know, we've had some concerns about, for example, the Beacon proposal at Lenox Street because of lack of clarity about how CoreLogic credit checks will be used and advocates elsewhere have been concerned about overbroad use of credit history or past housing history where it was really related to poverty (failure to pay rent on an apartment with a high rent in comparison to income would not predict failure to pay if rent were income based, for example). People on the call wanted to know if people who were rejected by owners were staying on PHA lists for other sites, and I said that was our experience in Boston. I said that if, on the other hand, the applicant passed both PHA and owner screening, and then rejected an offer, my understanding at least with BHA was that the applicant would be removed from all waiting lists. Barbara said this should not be how it happens under the PBV statute, and that this was DIFFERENT from public housing, where that would in fact be proper. That was news to me, but since Barbara was very much involved in the drafting of the PBV statute and its revisions over the years, thought I should look.

Here is the language I found in looking at 42 USC 1437f(o)(13)(J) this morning: "Any family that rejects an offer of project-based assistance under this paragraph or that is rejected for admission to a structure by the owner or manager of a structure assisted under this paragraph shall retain its place on the waiting list as if the offer had not been made."

Please note this as a PHA Plan and amendment comment submitted prior to the deadline, but also let me know what's most appropriate both for our RAB/PHA Plan discussions and all of the related contexts in which we're having these conversations. Thanks.

Response: This may be an area where we would want to have continued discussion. The statutory language makes clear that an applicant cannot be removed from the tenant based list for rejecting an offer of project based housing, but it not as clear with respect to removal from other project based lists. BHA does want an incentive to preclude applicants from rejecting offers from site based lists that they have applied to.

Comment: So, I'm – thank you for recognizing me. I'm Michael Kane – and holding the hearing. I'm Michael Kane from the Mass Alliance of Tenants. We're the tenant union that represents tenants in privately-owned subsidized housing, both BHA – I'm sorry – HUD and Mass Housing subsidized housing family developments.

As the BHA knows, we have been concerned about tenants in paid subsidized 13A buildings who have – whose mortgages have ended, meaning that the subsidy structure has ended that they could be at risk of displacement. With me today at the hearing are [Yurie Ferster], who is the president of the Babcock Towers Tenants Association, and also Sandy [Patalero], who is the president of the Mercantile Wharf Tenants Association.

So, the issue is what happens when the mortgages end? We had made some proposals, which the BHA and the City have really stepped up and responded to, first with Mercantile Worth. Sixty tenants will be not displaced and those units will be permanently preserved thanks to the BHA for providing project-based vouchers to replace prior subsidies.

The reason we joined today's hearing though was, when we saw the draft plan, I couldn't tell whether the remaining two buildings that potentially could be affected

were covered by the plan in terms of the tenants who are facing displacement being able to get a priority for wait-list vouchers over the next year and a half. We're talking anywhere from 50 to 80 tenants at Babcock Towers who are mostly in their 70s, 80s, and 90s, and who would clearly be displaced in 2022 when the rents will quadruple of the previously regulated level.

So this morning before the hearing, I got a helpful email from David Gleich, which, as I understand it, clarifies that the plan does already – through the priority for that under the category of "other action." So, I wanted to confirm that and then briefly, we really need to work with the BHA to get the word out right away because the tenants there are really panicked and they've been bombarded with misinformation from the current manager that they're going to have to move and they don't have anyplace to go in 2022. So, this was a very important email, but we need to, you know, get the BHA to communicate directly with the residents so they know they have that option. We will coordinate our outreach with you, but I just want to bring that.

Response: So, Michael, just to follow up on the email this morning, and I know we've been communicating on this issue back and forth for some time now. First, let me say that the BHA is and has been committed to insuring that the households who are affected by the expiring state 13A program, the BHA is seeking to protect those tenants and ensure either that there's remaining affordability at those properties, or at a minimum, that the households who will no longer have the benefit of that program are protected with tenant-based vouchers. As you've mentioned, we've been fortunate to be able to get a few of those buildings – those expiring 13A buildings – under contract. Babcock Towers was not one of them, but we – as a fallback, we are committed to making sure that vouchers are available for those families at Babcock Towers that were participants in the 13A program. We know that the program, the 40T, is going to be ending. The low-rent restrictions are going to be ending kind of mid-2022, and so while we don't have funding availability for vouchers at this moment, we will have some; we are very likely to have that funding available at the beginning of 2022 or at the end of next year. The families at Babcock Towers, because they're in an expiring use building, they qualify under Priority One; it's called "other government action." And essentially because that 13A program is expiring, families qualify. The BHA's intent here is to open the Section 8 tenant-based waiting list only in that priority category when it comes time. So as we get to the end of 2021, to allow the families at Babcock Towers to apply to the tenant-based waiting list. Either they will be able to lease-in-place, which is probably what most would like to do, or to take that voucher and use it elsewhere.

There's also the potential to protect some of those families at J.J. Carroll, which is being redeveloped and there's a priority to move families there as well.

So, there are a couple of different things to make sure that the families are going to be protected. Those households at the Babcock Towers will be protected. Again, it's just a matter of – and we have talked about this a couple times in the past – we wanted to make sure that we got the longer-term PBV contracts in place, which has kind of really taken the whole of this year to finalize a lot of those contracts at other 13A developments, including Forbes and Mercantile Wharf before we made the offer – we started offering out tenant-based vouchers because the long-term affordability of the property was really the first option for the BHA and secondarily, to be able to issue tenant-based vouchers. But we are, again, committed to ensuring that those families at Babcock Towers are protected with subsidies. So, hopefully that's helpful. I don't know fi there are any follow-up questions there. Happy to respond to that in writing as well through the annual client comments.

Comment: Comment continued: Yes, well thank you. That is what you all have been saying that for some time; that there would be a priority, but we didn't… The problem is, we're not the BHA, so we are telling that to tenants but they're saying, you know, "where's the beef?" They don't – what they're hearing from the property manager, who has a lot of power in the building, is, "You've got to move out." In fact, they're telling – we're hearing they're telling the people with vouchers they have to move by 2022, which is certainly not correct, or is illegal. But that's what she is saying to people. She is the power in the building. So, people have been moving out. The rest of the people that haven't are panicked.

If the BHA could send a letter to everybody in the building in the three languages that says this is going to happen, and maybe gives people a chance to sign up on a waitlist, even if it's going to be a year. But if they know now they'll be secure, that will be a tremendous relief to them. It's causing a lot of stress and health issues, I hear from the elderly tenants who are freaking out.

Response: All right. Let's work on a joint letter, Michael, and then move forward. It makes sense for us to setup a meeting at some point with residents, or to do a joint phone call with the owner, or the manager to express the BHA's intent here

Comment: And then on the Warren Hall, as far as we know, the only – well, I know that the only 13A building left is this one. We want to get that out. But there was one HUD mortgage building that was not eligible for enhanced vouchers; it was very similar in that respect, and that was Warren Hall in Brighton. They did get regular vouchers offered several years ago, which a number of tenants took advantage of; others did not. There are a few – not a large number, I think it's under seven people at most – who were there in 2011, who are income-eligible, but who are now facing large rent increases, eventually, from the owner to the market that they would not be able to afford. So, it's a similar policy: Expiring mortgage tenants not eligible for enhanced vouchers, facing displacement from the time their mortgage ended, which was 2011.

Can that be considered under this policy as well?

Response: Well that's one that's going to take a little bit more conversation because those families were – and Michael we've talked about this, the Warren Hall situation before –those are families that were offered a voucher at the time of the mortgage expiration or termination and did not choose to take one but at this point are going to be forced out of the property.

Comment: As you may know, MAHT has proposed an amendment to the BHA's Plan regarding priority admissions for tenants facing displacement from "expiring mortgage" properties, such as Babcock Towers and Warren Hall in Brighton, where tenants have not been eligible for Enhanced Section 8 Vouchers from HUD, and low income tenants face displacement when subsidies and rent restrictions in expiring government mortgages end.

Immediately prior to the hearing, we received an email from David Gleich indicating that the BHA has, in fact, created a Priority category, called "Other Government Action" to cover the expiring 13A mortgage at Babcock Towers and similar actions. During the hearing, Mr. Gleich confirmed this policy. This is great news for the tenants at Babcock Towers in particular, as explained below. We have requested a meeting with Sheila Dillon and Beverly Estes-Smargiassi of DNC, tenant leader Yuri Fershter from Babcock Towers, and Mr. Gleich sometime next week to discuss steps to implement this policy at Babcock.

To our knowledge, there are only two remaining "expiring

mortgage" properties in Boston not eligible for Enhanced Section 8 Vouchers, and where at-risk tenants have not been assisted by Project Based Voucher contracts.

Babcock Towers is the last Boston such property with a Section 13A mortgage from Mass Housing. Since 2012, HUD has not provided expiring 13A mortgage buildings with Enhanced Section 8 Vouchers. A year ago, MassHousing estimated there were 80 income eligible (less than 50% AMI) households—mostly elderly and handicapped tenants-in the 13A mortgage-assisted units that would qualify for assistance; today, that number has likely diminished, perhaps to 60 or even 50, due to a concerted disinformation campaign by the property manager to replace low income people with market tenants. Because tenants are under siege and fearful of displacement, we look forward to swift implementation of the BHA's "Other Government Action" super-priority in the immediate future.

The Babcock mortgage expired in in 2019; tenants are protected by the Chapter 40T rent limitation until 2022, after which their rents are expected to quadruple, overnight. However, BHA Vouchers paying SAFMR's will be sufficient to cover those rents. Although the manager has reportedly told tenants, even those with BHA vouchers today, that they must move out at that time, SAFMRs combined with state protection against discrimination on the basis of source of income, should allow those tenants to remain in the building, which almost all would rather do.

It is worth noting that the SAFMR policy, and the idea of a Super Priority for expiring mortgage tenants, were first advocated by Yuri Fershter and the Babcock Towers Tenants Association over the past few years.

The second building, Warren Hall, had a HUD Section 236 mortgage with a Rent Supp/RAP mortgage that expired in 2011 that was likewise not eligible for Enhanced Section 8 Vouchers.. Warren Hall tenants, notably Dave Horan and MAHT, went to Washington, DC and were able to secure a HUD OGC policy decision and passage of the Merkley Brown amendment in 2011, which provided regular Housing Choice Vouchers—NOT Enhanced Vouches—for 100% of the 33 units in the building. However, only 11 or so tenants opted to use them, since the then prevalent, very low 40T limited rents for HUD Basic Rent payers were substantially less than what many low income tenants would pay if they took the Vouchers at the time. The BHA was able to retain the remaining 20 or so Vouchers, which were added to the BHA voucher pool.

Ten years later, however, the owner is gradually raising rents to full market levels, and some long-time tenants who were in residence in 2011, are now facing homelessness and displacement. We estimate no more than 7 people are in this situation, but it is dire for them. One long-time tenant leader has been displaced and has been living on a friend's sofa for more than a year.

Accordingly, we recommend that the BHA define its "Displaced by Government Action" policy, to apply to any expiring subsidized mortgage property not eligible for Enhanced Section 8 Vouchers, and where income eligible tenants in residence at the time of the mortgage termination are currently or have faced displacement as a result. We have forwarded this policy request to the BHA over the past 18 months or so.

We are reasonably confident that Warren Hall is the only expiring HUD mortgage building in Boston, that was not eligible for Enhanced Section 8 Vouchers, and that Babcock Towers is the only remaining 13A building that did not receive a PBV contract for its income eligible residents (although the Newcastle Saranac owners mayl have to request additional PBVs after repairs are

concluded, to assist additional residents there).

Please contact me at 617-233-1885 if you have any questions. Thank you for your consideration of this recommendation.

Response: See previous response on this matter.

Comment: I'm in a 13S building, the Forbes Building, but I don't know that I'm directly affected by any of this. But I am curious: There's a long waiting list for people with mobile vouchers. Will people who decide to move with a tenant-based voucher be put on – given priority on that list?

Response: Okay. So the rule generally is that anybody in a PBV property that's been there for one year can opt to decide to take a tenant-based voucher so long as funding is available and under the regulations, those families have the highest priority, and so they get to take a tenant-based voucher before anybody else on the mobile or the tenant-based voucher waiting list. So, in fact, the PBV voucher holders have the highest priority. The only caveat there is that you're a resident in good standing or a tenant in good standing, meaning that there's no action for termination, and that the BHA has funding availability to issue vouchers, which is really just driven by appropriations and congressional funding and how HUD disburses that funding.

Comment: The question is, with the small area FMR program, does the BHA pay 110 percent of the small area FMR's, or 100 percent to the landlords? I'm thinking of the tenant-based; I'm thinking of that…well, for instance, at Babcock Towers. You know, 110 percent might be needed to clear what the owner will demand for market rents.

Response: I apologize to everybody else on the Zoom meeting as I dive into the payment standard weeds here. So, the—

Unidentified Female: Love to hear it!

D. Gleich: [Laughs] So the BHA – again, we set our payment standards by zip code for the tenant-based program. And so we kind of looking at the median contract rents in each zip code to try to set our payment standards. And HUD gives us an option. They say you can use the FMR or, if it's higher than the FMR and you want to have a higher payment standard, you can set an exception payment standard and you can make use of those rents. Either way, we're bound between the payment standard between 90 and 110 percent of one of those two ranges. So, we're kind of limited – we have some flexibility – but there are also those limitations. So again, we're looking at the contract rents and we're trying to really dial in where the payment standard should be in each zip code and setting them either within the 90 and 110 percent range of the FMR, which covers really the larger Greater Boston area, or those SA FMRs, which are specific to each zip code. And the way we've got that structured right now, the PBVs follow suit. So, for a PBV property, where we've used the FMR and we haven't gone up to the SA FMR. Where we've used the FMR, the PBV rents are going to be capped at 110 percent of the FMR. But where we've used the SA FMR, it's going to be exactly where we've set that SA FMR. So, if the PBV property is in a zip code where we've decided to use SA FMR, the PBV rents are not going to be capped at 100 percent of FMR but rather, whatever percentage of SA FMR we've decided to use in that zip code. So it doesn't necessarily have to be all the way up to 110; it's just where we think that the kind of the median rent lies within that zip code.

That explanation is probably best served up in writing, so I'd be happy to send that out in response to the annual plan as well.

M. Kane: Okay, so the BHA can go above 100 percent if necessary, but you wouldn't just

do it on a blanket basis but on a case-by-case.

D. Gleich: There's a number of zip codes where we have set our payment standard at close to 110 percent of the Small Area Fair Market Rent because that's what it took to allow families to find rental units in those zip codes.

Comment: And is this (SAFMR) all working, by the way?

Response: When you say "is it working," you know, it is in some respects. So, one of the barriers to Section 8 families to be able to rent and really have choice in the housing choice voucher program, is price. And so, you know, where we are able to set our payment standards in smaller areas, like zip codes, as opposed to one large area, obviously there's going to be more units available when we're kind of dialing into what the contract rent is in each zip code, as opposed to, under the previous system, we had one large payment standard or one large area with one large payment standard. You're likely to have a payment standard that's much too high in some areas, and much too low for other areas. So while we've done some work on allowing families to move to different zip codes, and we've seen those changes – we've seen families moving to neighborhoods inside Boston and outside of Boston that they previously did not do. The changes are incremental; there is not a mass exodus to different neighborhoods throughout the program. But there have been noticeable changes. But beyond price, there are many other barriers that prevent our voucher holders from moving to areas that they choose to or would like to. So, we think the ability to have SA FMRs is helpful but it's not the end-all, be-all.

Comment: That's great. Thank you. We were very excited when the BHA announced that it was going to implement SAFMR as the first Housing Authority in the country. We're actually at our holiday party coming up on Saturday, we're honoring the mayor for his leadership in promoting fair housing across the board. This is the single most important fair housing measure because with 14,000 people in theory now can move anywhere in Greater Boston, which they couldn't before. Understand there will be other challenges. We'll help if we can to get the word out to encourage people to take advantage but between that and saving Mercantile Wharf and the Forbes and the other buildings, and the city rent subsidy program to commit city money to low income renters. These are huge things that the City of Boston really should be proud of and we're going to recognize the mayor. He couldn't make our annual meeting but he is coming on Saturday. I think you guys really are to be commended for your leadership on this. We'll work with you in any way we can to get the word out.

Response: Thank you, Michael. We really appreciate that positive feedback. Thanks everybody that's on the call and has been helping us as well through those initiatives.

We really take our mission seriously and try to work with as many partners as we can to make sure that the folks – the most vulnerable folks that we house and it's our mission to house, get a crack at having a place to live because housing affordability is – and the availability of affordable housing – is probably the biggest issue in the City.

Supplement

Comment: (Admissions) S. p. 11: At 2.A(1)b., the reference to use of EIV data for eviction history should also refer to termination history (where Section 8 assistance was previously terminated by a PHA). At 2.A(1)e., note the sorts of screening that BHA will conduct—regular CORI screening through DCJIS, the Dru Sjodin SORI and the National Sex Offender Registry, and criminal records from out of state for applicants who have

resided outside of Massachusetts, in compliance with each state's(and Puerto Rico's) criminal check requirements.

Response: Thanks for the comment. The supplement has been updated accordingly.

Comment: (Admissions) p.12: At 2.A(2)c.1, note that there are 46 public housing site-based waiting lists operated by the BHA , as well as waiting lists operated by private owners for 5 HOPE VI sites (presumably this is Mission Main, Orchard, Maverick, Washington Beech, and Anne M. Lynch Homes at Old Colony Phase I), for Franklin Hill, and for other units in later phases at Old Colony. Is this just the federal sites, or does it include the state sites? Other former public housing sites, such as West Newton St., Whittier St., Lower Mills, Heritage, Amory Street, etc., would likely now appear in the later portion of the Supplement under Section 8 Project-Based Voucher waiting lists, and there will likely be additional ones added to this in the coming years. Does BHA administer any portion of the waiting list at Old Colony, or is this all now with Beacon Residential?

Response: The BHA only manages the waiting lists for the PBV sites at Old Colony.

Comment: (Admissions) p. 13: At 2.A(4)b, there is discussion of transfer priorities. Has there been a change in how much you need to be underhoused to qualify for special circumstances transfer? This says by 3 or more bedrooms, and this seems to be a change. It should be added that in 2020, BHA directed property managers to send notices to all households that were determined overhoused (to any degree) of the need to come in and make development choices as to where they would be willing to transfer.

Response: There have been no changes to this policy and this language exists in Chapter 7 of the current Administrative Plan.

Comment: (Admissions) pp. 14-15: At 2.A(4)c., there has been some change in preferences. It used to be that rent burdened tenants (those paying 50% or more of income for rent and tenant-paid utilities) or tenants who have received notices of planned landlord displacement but had not yet received an eviction judgment directing them to vacate could only qualify for priority in elderly/disabled public housing (and this was a lower ranking than Priority 1). BHA has revised this. This is likely to expand the number of applicants who will qualify for priority, and may mean (as with any expansion of priority) that there will be greater competition for scarce units within a larger pool. However, it holds out hope that families do not have to become homeless or suffer court-ordered eviction if they can manage until they get to the top of a waiting list. BHA has also added a priority for graduates of project-based units who have fulfilled supportive services goals, or those displaced due to being cost burdened in Boston.

Response: That's correct. Thanks for your comment here.

Comment: (Admissions) p. 18: At. 2.B(1)a, this should be revised to also cross-reference use of the EIV data-base to check on past eviction & termination history, similar to public housing. Again, at 2.B(1)d, note data sources that will be reviewed for criminal and sex offender history.

Response: The BHA will update the supplement language accordingly.

Comment: (Admissions) p. 19: At 2.B(2)b., it's important for the RAB to know that the tenant-based waiting list has been closed since October 2008, and that there are several special admissions programs run by the BHA with non-profit partners which allows applications on a referral basis for eligible families. There should be some cross-reference to the Admin Plan or website information so that people can familiarize

themselves with those programs if they are interested.

Response: Agreed. Information about these partnerships can be found in the current Administrative Plan. The BHA will create a web page with this information and update the RAB as soon as the page is created.

Comment: (Admissions) pp. 19-20: At 2.B(4)b.2, this doesn't show that this has been revised, but the high rent burden priority is a new one for BHA's Section 8 program. It should be noted that several set-aside programs that existed in the past are being eliminated—the DHCD referrals for the Leading the Way Home program, and the Boston Public Health Commission's Cooperative Agreement to Benefit Homeless Individuals (CABHI). Also eliminated are applicants referred by the City of Boston currently occupying transitional housing with supportive housing that is no longer needed, Homestart Rapid Rehousing referrals, and Coordinated Access referrals. Added is a new category of supportive services programs where there is a BHA written partnership agreement to provide housing and supportive services to targeted populations. There should be some discussion by BHA staff about the reasons for these changes to ensure that they are appropriate, and it would be good to know what providers for the homeless and at risk populations think about these changes.

Response: These programs described in detail in the current administrative plan shall remain. However, because of the rapidly changing nature of the agreements and the funding of programs for homeless families and individuals, it makes sense to document these partnerships outside of the ACOP and Administrative Plan and refer to them in the plans as supported housing programs.

Comment: (Admissions) pp. 20-22: At 2.B(4)b.3, at the very end of the chart describing preferences, these is new language that says "Referrals will be accepted from Supported Housing Programs as defined in the Administrative Plan, as funding permits", and then deleting the specific references to the referrals from the Interagency Council on Housing and Ending Homelessness Programs, and Leading the Way Home. Below, in the point system, "Supportive Housing Programs" is substituted for "City of Boston ICHH Programs Priority", but with the same number of points (50). As noted above, BHA's intent here may simply have been to add flexibility to its program, rather than having to "stop and start" new set-aside categories. BHA would want to be sure that homeless and at risk clients who were served by the prior with these populations. programs don't lose out, and to get feedback from the various providers who are working with these populations.

Response: See response above.

Tenant Participation Policy

Comment: Adding various provisions about how LTO Board and community meetings can take place remotely during pandemic. Positive. May be questions about whether any of this can continue otherwise (for example, inclement weather, illness, etc.) Need to also revise policy on Mixed Finance Tenant Participation, and if BHA thinks too much to do now, should commit to when that gets completed.

Response: Thank you for your comments on the Public Housing Tenant Participation Policy (TPP). As a general rule, BHA agrees that all BHA residents, regardless of who they are, which BHA developments they reside in, or the subsidy platform through which that housing is funded, should have the ability to participate in self-governance and access resources set aside

for these purposes. Today, the Public Housing Tenant Participation Policy lays out standards and procedures for public housing residents to have elected recognition through a Local Tenant Organization, provides for access to tenant participation funding, and instills requirements for transparency and accountability to the broader community of residents which the LTO represents.
This is consistent with BHA's current operations and work plans with regarding to properties owned by a BHA instrumentality and financed by Project Based Vouchers. Although federal regulations do not assert the same requirements onto the BHA regarding tenant participation in Voucher-funded properties as are required under the public housing program, BHA's intent is to both enable and support the development of resident capacity and leadership at BHA owned PBV sites.
As such, BHA is making the following changes to the Public Housing Tenant Participation Policy to clarify the applicability of the policy to all properties that remain under public ownership:
1. The policy is renamed "Tenant Participation Policy"
2. Language referred to "Public Housing" is, for the most part, replaced with "BHA Development," which includes both Public Housing and other properties owned by BHA instrumentalities. To that end, the Tenant Participation Fund at sites owned by a BHA Instrumentality will function with the same abilities and constraints, per unit resources, and other features as that in the public housing program. Absent a regulatory requirement to create a Tenant Participation Fund at PBV sites, BHA will aim to build such funds into sites' operating budgets.
3. Consistent with the above change, "public housing household" is amended to read "household within a BHA development"
4. The BHA is including good faith efforts toward reasonable representation of residents with different housing subsidy streams, in sites with multiple subsidy streams
5. Permitting Addendum permitting remote/alternative activities to apply to weather-related events, to permit injured or homebound residents to participate and or when remote activities provide an increased opportunity for resident participation
6. Some additional minor, clerical alterations have been made for consistency

BHA also received oral and written comments from GBLS on tenant participation in redevelopment sites no longer under BHA ownership. At these sites, BHA maintains a ground lease and establishes agreements with private development and management entities. BHA is working with GBLS, housing justice and tenant organizations on a longer-term project to establish best practices in these sites. This may require both new standards for newly redeveloped sites and revisiting practices at existing sites. Given the ongoing nature of this work, BHA is declining to amend the TPP by incorporating "mixed-finance" or redeveloped sites at this time. However, BHA as a matter of practice continues to refer private development partners to the existing TPP.

Comment: Title: Public Housing Tenant Participation Policy (cover)
Should this be changed so it explicitly covers deeply affordable replacement housing as well as public housing? Should something be added regarding the role of private owners/managers and BHA in public-private partners? Added "and" in the last "Whereas" clause—fine.

Response: See above response.

Comment: Section 1, Preamble (p. 1) Should this be revised to substitute something else for "public housing developments" (so that it explicitly covers replacement deeply affordable housing that may not be public housing)?

Response: See above response.

Comment: Section 2, Definitions (pp. 2-3)
Under BHA Agency Plan, added reference to DHCD approval (since there is now a State Plan as well)
Under BHA Central Office, provided flexibility for a different central office address for the future (is something contemplated?)

Under BHA Monitoring Committee, noted that the governance legislation was amended (regarding Monitoring Committee).

Under Development, I would recommend revision so that this could also take in mixed finance sites which were previously public housing and which may have been converted, in part or in full, to other kinds of financing or subsidies (so this isn't dependent on whether there are federal operating subsidies). Would recommend a similar changes to "Federal Development" , "Public Housing", "State Development", and "Tenants/Residents".

Under RAB, noted that membership could include not just Section 8 but other Leased Housing participants. Thus, for example, the RAB could include someone who had an MRVP subsidy. This is new with the establishment of the State agency plan (and the RAB would need to revise its bylaws to make clear that BHA state rental assistance tenants may participate).

Added a new definition of "voting eligible tenant". Would suggest changing it from "public housing" to "public housing or other affordable/replacement housing". May also want to make clear that individuals who are part of the "household" but who are not part of the "family" (for example, a live-in aide whose income is not counted and has no remaining household member rights) would not be eligible to vote.

Response: See above response.

Comment: Section 4, The Role of the LTO (p. 4)
Added, at 4.1, "gender identity or expression", to comply with change in law—fine.

Response: See above response.

Comment: Section 5, The Role of the BHA (pp. 4-5):
Should anything be added here about BHA's role when it is no longer the owner, but has oversight over the property through Ground Lease and/or Regulatory Agreeement?
Should there be a separate section for Role of Owner/Manager if Privately Owned Managed, and should that all be merged into this Section?

Response: See above response.

Comment: Section 6, Formation and By-Laws of LTO (pp. 5-6)
In 6.1, may want to include option that this would go to the owner/manager, rather than BHA, if it is a Mixed Finance site, consistent with the Mixed Finance Memorandum of Agreement for Tenant Participation.

In 6.4, may want to include a role for the owner/manager where the property is not BHA owned (i.e., both BHA and owner/manager may monitor finances involving BHA provided funds).

Would revise 6.6.1 so that voting eligible households include those in other replacement/deeply affordable units where the property is no longer public housing (or the affordable units there are not solely public housing). Fine in adding the language about membership including temporary relocatees.

In 6.6.2, amendments to add reference to virtual community meetings, and that interpretative services will be provided if funds are available, are fine. May want to add language about inviting Owner/manager representatives where property is not BHA owned/managed.

In 6.6.3, language added so that bylaw amendments could be done through virtual meetings—fine.

In 6.6.5 revised language so that it is clear that bylaws must state both the quorum for Board meetings and the quorum for community meetings—fine.

On 6.7, while this dispute resolution language has been in the Policy since 2007, are there any LTOs that have adopted this, and any models to share? Here again, should make clear that for Mixed Finance sites, this may involve the owner/manager if property is not BHA owned/managed.

Response: See above response.

Comment: Section 7, Formation and Role of the LTO Board (pp. 7-8)
In 7.2, may want to reference good standing with the owner/manager as well in case it's not a directly BHA-run site.

In 7.3, revised to add "gender identify or expression" consistent with law—fine. If a site includes a number of different subsidy types, it may be good to also strive for diversity with those subsidy types. For example, at Washington Beech, it would be good to have both public housing and Section 8 PBV tenants on the Board; at West Broadway, it would be good to include tenants from both the tax credit (privately managed) and non-tax credit portion of the site on the Board.

While 7.5 doesn't show that it was amended, I think it was. I believe the existing policy required a 5 member Board, but in discussions earlier this year (pre-pandemic), where a problem came up with not getting that many candidates at a State elderly/disabled site, we realized the DHCD regs did not require 5 members, and it was just a question of getting a waiver of the BHA policy.
In 7.7, there is the option for the LTO to call its officers by different names that serve the same function (Chair or President, etc.), and this is good because there may be different preferences at different sites. You may want to add the same to 7.7.1, "President or Chair".

In 7.8, this provides the option of having virtual Board meetings—fine. In the last sentence, language about executive session is revised to delete reference to "physical or mental condition of an LTO Member". BHA correctly points out that this language, while derived from corporate law principles, may be inconsistent with FHAA and ADA requirements.

In 7.9, there is new language about virtual meetings and votes and what is involved. I believe the language is fine, but may want to leave open that the funding source for this may be beyond TPF. For some LTOs, TPF may be so limited as to not make this realistic, and there may be other options (for example, BHA has been using CARES Act funds to help with this).

Response: See above response.

Comment: Section 8, Election Procedure (pp. 8-12)
In 8.3, :"gender identify or expression" has been added, consistent with law—fine. I think the Election Committee should not be selected by the Board, since this could lead to an indefinite delay where existing Board members may not wish for an election to proceed, but this could just say that an Election Committee shall be designated by the LTO and/or BHA. Here again, it may be good to seek a diversity of subsidy types where a site has more than one type (for example, where it is a mix of public housing and Section 8 units).

In 8.5, if the site is not BHA owned/managed, would make sense for the LTO to also inform the owner/manager.

In 8.6, the language is revised to provide as an option, but not to mandate, an independent third party to observe the election. Different

arrangements may be appropriate depending on the size of the site and the financial resources available. In the last sentence, I would delete “Upon request by the LTO”, since there may be times when the existing LTO Board is not wanting to proceed with an election but an Election Committee is proceeding—this should be left to the Election Committee to determine what help is needed.

Section 8.7 is new, and would provide that if materials are made available on-line for elections, that they shall also be made accessible for persons without internet access in public conspicuous locations or mailed or delivered to their door. This looks fine.

Section 8.8.1.1 would provide an option for electronic nomination forms—this is fine. Section 8.8.1.2 adds references to the BHA Resident Capacity Program (RCP) or the BHA Center for Community Engagement and Civil Rights, as well as making requests to the development managers or such places. Since BHA programs and names may change over time, BHA may want to include something more generic, or add language that would cover some future designation.

Section 8.8.3 clarifies that notices will be provided to tenants at both the LTO and management office, and adds that if the materials are found elsewhere or on line, there will be clear instructions how to find and complete forms. It is not clear whether these options will require downloading, printing, and mailing out, or if there will be options to submit materials on line without the need for these extra steps. Obviously the simpler the process, the better, as long as there are work-arounds for those tenants who do not have access to computers or reliable internet.

In 8.8.4, there should be language to cover where non-BHA staff make this determination (such as in Mixed Finance properties). Language is added to include temporary relocatees.

In 8.8.5, again, there should be language to cover where non-BHA staff make this determination, such as for Mixed Finance properties.
In 8.9.1, language has been added to cover the two different ways that elections may be done. In most instances, tenants are just voting for Board members, and then the Board members after election select which one of them will serve in which Officer position. However, some LTOs have opted, in their bylaws, to have the tenants select the specific individuals who will serve in specific Officer positions. The nominations that are posted will need to be clear on this.

Language is also added providing that the notification may be on-line.

In 8.9.2, language is added about distributing informational materials about the candidates. While it may not be possible to hold candidates’ nights as was done prior to the pandemic, the informational materials may help tenants decide who they wish to vote for.

8.9.4.1 is new, and provides for how virtual voting could be done, including options for mail-in, electronic, or telephonic voting and voting over a number of days, so long as voting is secure, confidential, and there are ways to verify that each voting eligible person only cast one ballot, and provisions are added to bar providing partial results. I believe this language works and would provide sufficient flexibility for a number of options as may be necessary during the pandemic.

In 8.9.6, posting of results in community rooms or other conspicuous public locations is provided as an option.

In 8.9.9, language is added to provide some flexibility about how soon after the election the new Board must meet to select officers (the default is five working days, but LTO bylaws may provide for a different period).

In 8.10.4, language is added to make clear that the recall election is not held more often that once a year for each Officer or Director. Thus, for example, if the Chair survived a recall election in July, 2020, she could not be subject to another recall election until July 2021; however, if the Treasurer had not been part of that first recall election, there could be an attempt to recall the Treasurer in December, 2020.

Response: See above response.

Comment: Section 9, BHA Recognition of LTO (pp. 12-15)
In 9.1.2, I would add that if it is a Mixed Finance property, the MOA would need to include the owner/manager, and take the form of the Mixed Finance Tenant Participation MOA.

In 9.1.6, you may need to modify this, since it may not be that a 3rd party independent entity provided oversight in all cases (see above).

In 9.1.7, may want to include diversity of subsidy types if this is such a site (for example, where there is a mix of public housing and project-based vouchers, or some tax credit and some non-tax credit buildings).

In 9.1.10, may want to include that these are records requested by either the BHA or the owner/manager, where the site is not owned/managed by BHA.

In 9.2.1, may want to also reference the cooperative working relationship with the owner/manager, where the site is not owned/managed by BHA.

In 9.3, if this is a Mixed Finance site, the agreement would also include the owner/manager.

In 9.4, this is amended to include that the information about BHA recognition may be posted on line—fine.

In 9.9, this provides for certain information to be provided to BHA annually. If the site is a mixed finance site, this should also be provided to the owner/manager of the site.

9.9.3 is amended to cover the fact that Board members may either have been elected or appointed (for example, where a vacancy is being filled in between elections).

Section 9.9.4 is revised to delete sign in sheets and to substitute “information on attendance” (since meetings may have been virtual).
Section 9.10.5 is amended to include “gender identity or expression” as required by law—fine.

Section 9.11 is revised to include the possibility for an on-line meeting to address compliance concerns, and for notices to be posted on line.

Response: See above response.

Comment: Section 10, Meetings (pp. 15-16)
10.2 is revised to provide that the meeting may be virtual—fine.

10.3 is revised to say that: (a) the meeting will be in a wheelchair accessible location if this is available on site; (b) to provide that meetings may be on-line/virtual; and (c) to clarify that interpretative services will be provided to the extent funds are available. It may be helpful to clarify how BHA will meet its reasonable accommodation/ADA or Limited English Proficiency (LEP) responsibilities if there is no accessible space available or if funding for interpretation is not available.

Section 10.4 is revised to include reference to email, to allow the designation of either the President or a Chair, and that where electronic communication is used, to recommend that it be forwarded electronically to all Board members. (There may be a question of what is done when some but not all Board members have email.)
Throughout this section, should add language in case a Mixed Finance property is involved which is not BHA

owned/managed and so a non-BHA owner/manager should be involved.

Response: See above response.

Comment: Section 11, Providing Information and Training (pp. 16-17)
At 11.2.2, while the information about BHA's operating and capital budgets may be important for a standard public housing site, this would not be relevant to a Mixed Finance site, and may want to add other language to cover such sites' needs.

At 11.3.4, I would revise to say "public housing. Section 8, or other affordable housing", since for many mixed finance sites, it will be even more important for resident leaders to know how the Section 8 or Low Income Housing Tax Credit programs work.

At 11.5, I would revise "public housing" to say "public housing, Section 8, or other BHA affiliated affordable housing" (so this would cover economic opportunities for all such families, including those in mixed finance housing.

Response: See above response.

Comment: Section 12, Use of BHA Property (pp. 17-18)
In both the title and throughout this Section, this should be revised to include both BHA property and property that the BHA may not directly own or manager, but where the owner/manager is obligated to provide access, etc., under mixed finance arrangements.

Response: See above response.

Comment: Section 13, Inspection of Documents (p. 18)
Throughout this section, there should be revisions to cover the role of the owner/manager for mixed finance properties (where not directly BHA owned/manager). In some cases, it may be that information will be obtained from two sources (BHA for Leased Housing information, and the non-BHA property manager for site-specific issues).

Response: See above response.

Comment: Section 14, Funding Tenant Activities (p. 19)
Throughout this section, if mixed finance housing is involved, there would be a role for the owner/manager to be involved in the distribution and management of these funds, subject to BHA oversight, in accordance with the Mixed Finance Tenant Participation MOA, and this should be detailed. Moreover, the dispute resolution mechanism In that MOA would be followed.

Response: See above response.

Comment: Section 15, BHA Policy Development and Changes (pp. 19-20)
Section 15. doesn't require revision for Authority-wide policy changes . For mixed finance sites, the most relevant BHA policy changes may be changes in the Section 8 program (such as revisions to the Section 8 administrative plan). However, throughout this Section , there may be policy or similar changes in a mixed finance site (such as changes to house rules, lease, etc.) which are unique to that site, and there the owner/manager must follow the same protocols as the BHA would of advance opportunity for notice and comment to all affected residents and LTOs. Moreover, if there is a disagreement that the residents/LTO and the owner/manager cannot work out regarding such policy, etc. changes, there should be recourse to BHA. There should be revisions to reflect this. Section 15.3 provides the option for virtual rather than in-person meetings to discuss a policy change—that's fine.

Response: See above response.

Comment: Section 16, Development Operating Budgets (pp. 20-21)
At 16.1, language is added for the option for email notification

and for virtual meetings—that is fine.
All of this contemplates ordinary public housing. In mixed finance housing, there should likely be a similar annual budget review (particularly where there are questions of how to prioritize work), but the language should be modified to cover the differences.

Response: See above response.

Comment: Section 17, Human Resources (pp. 21-22)
Throughout this section, in a mixed finance site, there may be issues both of BHA-wide employment opportunities (and making sure residents in deeply affordable units know about them) and site-specific employment opportunities or selection of contractors, where the interaction between the LTO and the owner/manager should be detailed (with recourse to the BHA if there are problems).

Response: See above response.

Comment: Section 18, Modernization (pp. 22-24)
Here again, for a mixed finance site, this would likely not be on a traditional capital/modernization budget, but there would be arrangements that the LTO and owner/manager should be engaged in regarding prioritizing work to be done from a projected capital reserve budget, and there should be revised language, consistent with the Mixed Finance Tenant Participation MOA, to cover this.

Section 18.1.1 is revised to provide for virtual meetings—fine. (Section 18.1 is also split into two subsections.)

Section 18.2.1 is revised to provide for virtual meetings—fine.

Section 18.3.4 is revised so that pre-construction meetings can be virtual—fine (this should also provide for this to be with non-BHA owner/manager if mixed finance is involved).

Response: See above response.

Comment: Section 19, Demolition/Disposition (pp. 24-25)
At 19.6, this provides for review "during normal working hours". BHA should also make the materials available on line, so that residents who cannot come to the BHA (or where going to the BHA is not advised) can review the materials at their convenience.

Response: See above response.

Comment: Section 20, Dispute Resolution Process (pp. 25-26)
Language should be added that disputes at mixed finance sites shall be resolved in accordance with the Mixed Finance Tenant Participation MOA (where there are specific roles for the owner/manager and the BHA different than what is outlined here).

Response: See above response.

Comment: Section 21, BHA Monitoring Committee (pp. 26-27)
Section 21.1 is revised to reflect the fact that at least one member is a BHA Section 8 participant, as required by the revised governance legislation—fine.
Section 21.4 is revised to reflect the fact that Monitoring Committee members continue to serve until they are replaced, and do not automatically lose status at the end of a 2-year term, consistent with the revised governance legislation—fine.

Response: See above response.

Comment: Section 22, Resident Advisory Board (p. 27)
Section 22.1 is revised to note that this may include Section 8 or other Leased Housing Participants, consistent with new DHCD State Agency Plan requirements where an MRVP participant could be on the RAB. As noted above, the RAB bylaws need to be amended to cover this as well.

Section 22.2 makes clear that the nominations for the RAB by LTOs are for public housing representatives. If a site is mixed finance and contains a mix of public housing and Section 8 units (take Washington Beech, for example), then the LTO would only nominate from among the public housing tenants for the LTO elected members of the RAB.

Section 22.3 is revised to say that RAB meetings may be virtual, and to add the provision that the Annual Plan goes to both HUD and DHCD (since there is now a DHCD Agency Plan requirement).

Response: See above response.

Comment: Addendum Allowing Remote/Alternative Activities During COVID-19 Pandemic (new)
BHA may not want to limit this option to the pandemic. There might be other circumstances (such as extreme weather, or where LTO members are homebound or unable to attend a meeting in person through circumstances outside of their control) where it may be useful to use these options, particularly to supplement normal operations.

Under 1, in mixed finance sites, will it always be BHA setting up the language access? If this should be with the owner/manager instead, that should be said.

Under 1, if there is funding beyond TPF or Laundry Funds that would be available for tech communications, this should be utilized. Many LTOs have limited TPF or Laundry funds that already have competing demands.

Under 1, n. 1, this should also be modified to include the owner/manager in mixed finance sites where not directly owned/managed by the BHA.

Under 1, an LTO should not be penalized because it didn't provide for these tech alternatives in its budget, and it should be free to revise the budget through virtual meetings—BHA should be flexible and not penalize LTOs.

Response: See above response.

Comment: Section 2 seems fine.

Response: Thank you.

Comment: In Section 3, it may be helpful for the Host to also go over protocols such as people not talking over each other, raising hands, using the chat function, giving each person a turn, following agenda, etc. May also want to modify the language so it would include involvement of owner/manager in mixed finance sites (for example, where the LTO needs to submit its materials to the owner/manager as well as to BHA for annual compliance).

Response: See above response.

Comment: Section 4 all looks good. It should be noted that some adjustments might be pandemic related, and some might be ones that a Board had decided were needed for other reasons (for example, reducing the number of Board members required as long as within regulatory minimums).

Response: See above response.

Comment: In Section 5, typo in 4th line, "than" should be "then". Otherwise fine.

Response: See above response.

Comment: BHA came up with some revisions to its Tenant Participation Policy, which we think are really good, particularly dealing with the pandemic and particularly dealing with, "How do you continue to participate in your taskforce, your resident group? How does the Board meet? How does the community have meetings?" and taking advantage of things like Zoom and having things count, so it's not like, "Well, because you talked with me on the phone and you didn't come into my

living room, which is unsafe, it doesn't count." All of that is good.

There are a couple of questions there. One is there may be some question about, "Are there things in there you want to use in the future, even if you didn't have a pandemic? If you had bad weather, or if you had an illness or something like that," as a way for people to continue to participate in their community meetings? The other thing is, and I think BHA agrees with us on this, but it was just a question of, "Let's get this wrapped up right now because we really need to do this," which was including all the mixed finance Tenant Participation pieces. BHA's moved a lot in the area of moving from Public Housing to Section 8 assistance and what they call Repositioning Subsidies, which makes total sense. BHA needs that money flow in order to have the long-term life of the housing, but some of the policies are still written as if everything's Public Housing. Hopefully, if BHA could commit to some date to complete the second part of that Tenant Participation piece rather than just leave it out there.

Response: See above response.