MINUTES OF PUBLIC MEETING

New York City Loft Board Public Meeting

March 25, 2021

The meeting began at 2:11 PM

Attendees: Elliott Barowitz, Public Member; Richard Roche, Fire Department's *ex officio*; Charles DeLaney, Tenants' Representative; Christian Hylton, Owners' Representative; Heather Roslund, Public Member; Julie Torres-Moskovitz, Public Member; Renaldo Hylton, Chairperson Designee; Tina Lin, Acting Executive Director

INTRODUCTION:

Chairperson Hylton welcomed those present to the March 25, 2021, public meeting of the New York City Loft Board and explained that the meeting was being held via teleconference due to the coronavirus emergency, pursuant to the Governor's Executive Order 202.1. He then briefly summarized Section 282 of the New York State Multiple Dwelling Law, which establishes the New York City Loft Board, and described the general operation of the Board as consistent with Article 7-C of the New York State Multiple Dwelling Law.

VOTE ON MEETING MINUTES: January 21, 2021

It was determined that the revised version of these minutes had not been circulated before the meeting, so the Board decided to table these until the April Board meeting.

RULEMAKING

Before Mr. Clarke commenced, Mr. Barowitz raised a question about the use of the word pre-certified in § 2-01(i), but it was determined that the issue could be put aside until later, as it was not part of the material to be covered in this session.

Mr. Clarke first presented the Board with the results of staff's meeting the day before with OATH, in which the last two remaining open items regarding OATH's comments were addressed.

Regarding the comparison of Loft Board and OATH procedural rules under § 1-27(e) and the carve-out the Board wanted to create to allow Loft Board staff to send out hearing notices, rather than the filing party/parties: OATH and staff agreed upon language, which Mr. Clarke read into the record. The language currently reads:

> Where OATH conducts a hearing and the Loft Board rules conflict with OATH procedural rules, OATH'S procedural rules of practice will apply unless otherwise provided by state law. Where there is no OATH rule or practice regarding a procedural issue, the Loft Board rules will apply.

To this, was added the following final passage, agreed upon by the Loft Board staff and OATH:

> However, notices for scheduled hearings must be sent in accordance with 1-27(b).

Which, Mr. Clarke explained, places responsibility for the mailing of the notices on the Loft Board staff.

Mr. Hylton asked for clarification in terms of how coordinating with the schedules of OATH judges would work.

Chairperson Hylton and Mr. Clarke summarized how the system currently works, OATH's concerns, the crux of the problem, and the proposed solution: once a case is transferred to OATH from the Loft Board, OATH handles all notices for conferences, hearings, cancellations, notices of default, etc., as a courtesy to the Loft Board, even though, according to OATH's rules, it is the filing party/parties who are responsible for doing this. So, understandably, OATH does not want it codified in the Loft Board rules as their official responsibility. Rather, they want to retain the freedom to return this function to the Loft Board in the event that, at some point in the future, they feel they can no longer do this for the Loft Board. In that case, the Loft Board rule would then apply, and that rule also states that it is the responsibility of the filing party/parties to send out these notices. And since the Loft Board members

and staff do not want that burden to fall to the parties, it was necessary to create the carve-out to prevent that and to transfer that task to the Loft Board staff.

Mr. DeLaney concurred, saying that was his recollection of the previous week's discussion. However, he, like Mr. Hylton, was concerned about how the scheduling communication between the Loft Board and OATH would be handled.

Chairperson Hylton and Mr. Clarke explained that this was an administrative issue that would be worked out if this ever were to happen; that it was not something to address in the rules. Both also felt this was not an imminent possibility, so there was no need to be overly concerned about it at this point.

Chairperson Hylton also pointed out that the Loft Board and OATH are both city agencies, so whatever system OATH currently uses to send these notices would, most likely, be shared with the Loft Board.

Mr. DeLaney and Ms. Torres-Moskovitz felt that while the Board and staff may feel the day is far off, it is OATH that will ultimately declare when that day has arrived, so it might be a good idea to gain some understanding of what the transfer might look like.

Chairperson Hylton agreed and asked the staff to circle back to OATH to discuss this in a little more depth and report back next month.

Mr. DeLaney had another concern: If indeed those discussions do lead in the direction that there needs to be another sentence or two in the rules, it would be good to figure that out now, rather than finding ourselves, or whoever our successors are, having to publish a rule and go through months of waiting to put the plan into action.

Chairperson Hylton: I doubt it would be a rule. I think it is more an administrative procedure. But we can document how we would accomplish this and have it on file just in case. Maybe even rehearse it.

Chairperson Hylton asked staff if they would have all the necessary contact information about the affected parties for cases that are at OATH.

Ms. Lin said that that information is supposed to be included in the application and that the office manager has a system for keeping track of it. But Ms. Lin's concern was staffing – not having the human resources to do this.

Chairperson Hylton reiterated the need to speak with OATH now about the logistics.

Ms. Roslund wondered if an affected party was somehow missed – not notified of something – if that would that be grounds for a retrial.

Ms. Lin and Chairperson Hylton discussed how this would be handled. If a party felt they were prejudiced by the omission, they could file a reconsideration application with the Loft Board.

Mr. Clarke presented the results of the second item reviewed with OATH -- § 1-33, Appeals: If the Board recalls, OATH wanted to change the language in that section, which reads:

> An appeal from a determination of an OATH Hearings Division officer, issued pursuant to a Loft Board rule, must be brought before the OATH Hearings Division in accordance with the applicable rules and provisions established by OATH, as set forth in chapters three and six of Title 48 of the Rules of the City of New York.

Our current rule states that the appeal from a determination is pursuant to the Loft Board rules. OATH made a change that said the appeal should be pursuant to the Loft Law. At the end of our last meeting, the Board members said they did not want to accept that change, as the power to do any of our enforcement came from the Loft Board rules. We discussed that with OATH, and they're okay with leaving it as-is in our current rules – that the appeals process will be pursuant to the Loft Board rules.

So, with respect to the OATH comments, other than the feedback we'll get from the conversation we'll try to have before the next meeting, OATH comments are now complete.

Mr. Clarke went on to outline the next steps in terms of updating the draft of changes: We have to update this language in our comparison chart, so you'll see it in future comparison documents. Other changes that resulted from the comparison of OATH and Loft Board procedures were places where we wanted to incorporate some of OATH's procedures into ours. And we ask that, if Board members see

any other OATH language they feel would be a good to include in our proposed rules, to please bring it to our attention as soon as possible, so we can review it; bring it to the other Board members' attention; discuss it; and if it's something everyone would like to incorporate, we can do that.

Chairperson Hylton emphasized that this would have to be by next month (April), or else it would not be considered.

Ms. Lin: Before we move on, Board members, there were two provisions you had asked us to investigate for you. You had asked us to take a look at our subpoena process, § 1-27(c), to bring it more in line with OATH's procedure; and at § 1-25, I believe it was (a), the timing for submitting amended pleadings. We had discussed those two items at previous Board meetings, and staff will be reviewing those to redraft Loft Board procedures to make them conform with OATH procedures. But in the meantime, if you would review the document that compares OATH's rules and our rules and see something you think we should be adopting from OATH, please email the staff, as Chairperson Hylton said, by next month, and staff will review it and bring it back to you for approval.

Mr. Clarke: Thank you, Ms. Lin. The next issue, which might lead to discussion, is a document I sent with respect to consent to emails. We were discussing that toward the end of our meeting last week. We added some language in various parts of our proposed rules that addressed consent to email service, and Chairperson Hylton had asked the Board members to review that language, and if there were any questions or comments, the staff would address them today. Are there any comments about the language that we added with respect to consent for email service?

Mr. DeLaney confirmed with Mr. Clarke which document he was referencing and asked if Mr. Clarke could walk the Board through it.

Mr. Clarke: We are discussing the document that says Consent to Email at the top. The first section is Service and Filing of Applications, and under each of these sections is a common theme. Whenever there's email service, we're basically adding language that there should be some type of consent from the person receiving the email; something saying they consent to having service via email. So, in the first section, 1-21(c)(1), it says:

> The applicant may serve personally or by (1) email, if the affected party consents to such service and has provided the applicant with a current and valid email address.

Are there any questions about that? If not, we can continue with §1-22(b)(1), Service and Filing of Answers. Under (b)(1), it says:

> The affected party may serve personally or by email, if the applicant has consented to such service and has provided a current and valid email address for the applicant contained in the application.

So, similar language. It's saying there should be consent to service -- if the applicant has provided a valid email address. Are there any questions for § 1-22(b)(1)? The next section is § 2-01(d)(2)(vi)(B)(a), which says:

> email, if the Occupant consents to such service and has provided the Owner or Responsible Party with a current and valid email address.

The same thing. We're just making sure that there is some type of consent when a party receives an email service. Are there any comments?

Ms. Torres-Moskovitz asked about the procedure for narrative statements: Typically, the narrative statement is sent out twice -- in regular mail and then certified mail. Is this saying it would also be sent as an email attachment? Or instead of?

Mr. Clarke: It's saying that the narrative statement can be sent out by email, if the party consents to it.

Ms. Torres-Moskovitz: Therefore, they would not receive a certified mail copy?

Mr. Clarke confirmed that that was the case and asked for a moment to review to be sure it was reflected in the language.

Ms. Torres-Moskovitz: Actually, I'm looking at your sheet further down, under section 5. It's page 2 of the short email document you sent.

Ms. Lin: Which provision are you looking at? 2-01(d)(2)... you're looking at (vi) or (ix)?

Ms. Torres-Moskovitz: I'm trying to see if I can find the answer under § 2-01(g)(4)(i)(B). There's something there under (B):

> certified or registered mail, return receipt requested with an additional copy sent by regular mail. The Owner or Responsible Party may, in addition, send a copy to the Occupant via email...

It sounds like it's in addition to. It's not going paperless or anything.

Ms. Lin: For this provision, yes.

Ms. Torres-Moskovitz: Okay. But is our goal to go more paperless? Or is our goal to just also communicate by email, instead of mail?

Ms. Lin: It's probably dual. The majority of these provisions were discussed in the past, before current Loft Board staff came on. But I think that the idea was to make things easier for all parties and to encourage paperless transactions. I'm not sure why there's a carve-out for this specific provision, but if I could guess, I would say probably because this appears to be in relation to an access application. We probably wanted to make sure that the tenants had an actual copy by certified mail, in addition to email service. Please correct me if I'm wrong, Loft Board members who recall this, but I would guess that's why email is in addition to certified and registered mail.

Chairperson Hylton: As I recall, the previous Executive Director didn't want to take away the traditional service for narrative statements, which could possibly negatively affect tenants. We want to make sure people get these services as many ways as possible. Electronic narrative statements are just coming from the Loft Board, right? It's not the court system. So, it would be no real issue. It would just make it more efficient -- as many people as possible being served electronically. But we didn't want to take away the traditional service for narrative statements. So that was it. It's only for narrative statements. I think we didn't want to take away the formal notice that goes out to each tenant.

Ms. Torres-Moskovitz felt this was redundant.

Chairperson Hylton: It is redundant, but the service is a requirement of law. If you decide not to collect a certified hard copy from the post office because you already have it via email, that's fine. But you can't say you never were served, right? But we want to make it as convenient as possible, especially for tenants. That's the reasoning here.

Ms. Lin: I just want to point out that this is for access issues. This isn't for all narrative statements. This specific provision, § 2-01(g)(iv), is for when the owner is trying to get access to your unit.

Ms. Torres-Moskovitz: But it's similar for the narrative statement in general, too, I think. That's how it works there as well.

Ms. Lin: I believe it depends on... Let's see. The narrative statement, that is § 2-01(d)(2)(vi) -- there, I believe it's an option. You may serve each occupant personally, or by email, fax, first class mail, or private delivery service. So there, it's framed as an "or." You can select any one of those to effectuate service. It's only when it comes to access applications that our rules require you to do personal service or certified mail plus regular mail. But you can substitute regular mail with email.

Actually, I'm sorry. I take that back. I don't know if you can substitute. I'll have to take a look at that again. But you can provide an additional copy by email if you wish.

Ms. Torres-Moskovitz said she was just thinking of the amount of work: You are allowed to email someone, and if you have to send a certified copy as well, then that goes out. So, is a copy by regular mail still necessary?

Ms. Lin: I think for access applications, it doesn't hurt to have more stringent requirements because that could be grounds for eviction if you don't comply. Everything else is probably curable. But for access applications, I don't think it necessarily hurts to add an additional, heightened burden to ensure that occupants receive these access notices.

Mr. Barowitz: And regular mail tends to be more pertinent than an email. You all know how many emails you get a day, and it's sometimes easy to overlook. So, both systems are absolutely necessary.

Chairperson Hylton: Paper is what's required by law. It's more formal, more official. So, that needs to be done. And then email is just added for convenience.

Mr. DeLaney: I'm still back on the narrative statement. We were discussing page 58 with regard to the narrative statement. But back on page 52 -- I'm looking at V 1.6, in the (4)(d)(1)(i) on page 52 -- there's no provision for email service. Is that correct?

Ms. Lin: Where are you looking?

Mr. DeLaney: Page 52 of the V 1.6 Word document

Ms. Roslund: The sentence that starts, An Owner, Responsible Party, or Occupant may request from the Occupant filing the alternate plan?

Mr. DeLaney: No

Chairperson Hylton: I see it.

Mr. DeLaney: It's the first verbiage under section 4 that modifies sub (v) of 2-01.

Chairperson Hylton: It says:

> Except as otherwise stated in these rules, all notices, requests, responses, and stipulations served by Owner on Responsible Parties and Occupants directly upon each other shall be in writing with a copy delivered and mailed to the Loft Board.

So that we need to keep, right? Simply because we want to be sure to fulfill that formal requirement, that an owner serving a tenant must put it in writing and serve it on the tenant in writing. If you want to send them an email, that's fine, too. But this is not going away. That's my read. So, email is not a service here; it's just a notice. The proper service requirement here, in this regard, is in writing, by mail.

Mr. DeLaney: So, are we headed toward a situation where some things can be served by email, but not others?

Chairperson Hylton: No, we are specifying in the rules that, in situations where a tenant's livelihood may be seriously impacted, those notices should be via formal services. If you want to do email in addition to that, that's fine. But email is not going to be substituted for proper, formal service by mail. That's all. It's like the IRS may email you, but they always still send you a notice in the mail. They always mail you a hard copy. Unless, of course, the tenant agrees. Then that's not the Loft Board's concern. They would have to, obviously, put that in writing. Then, according to our rules, the official way would be this method.

Mr. DeLaney: For that?

Chairperson Hylton: Yes

Mr. DeLaney: But not for everything?

Chairperson Hylton: No. And I think it's for the Board to recognize some of these situations. If you want to change it, of course, you can. It's your rule. But I thought that we had gone through this already and decided that in some of these instances, we don't want to take away the formal service because there are very serious consequences if a notice is not received.

Mr. DeLaney: I guess my concern is, if we have a situation where some things can be done via email, but others can't, I want to make sure people don't get tripped up on that.

Chairperson Hylton: Okay so, lawyers, correct me if I'm wrong here, but I think the requirement for paper service – formal, post-office-type service -- is not going away for anybody. No one can just say, I'm serving you electronically, and not by paper, without your consent. You can give me both, but I would have to consent to email only.

That requirement for paper service, post-office-type service or personal service... Can they do personal service also?

Mr. Clarke: Yes

Chairperson Hylton: Email and other types of service have to be by consent. And I suppose that will also be proof of that consent. It would have to be. So, everyone will have that right not to be served via email. And if there's a case like the other one we described, if you want to send it both ways, that's fine. But it will not have been properly served until I've gotten my paper service. Unless I give that right away by consenting. That's the safe way. I want to encourage you not to change this. That is the safest way -- not to give that right away. But times are changing, and some may say I don't want all that paper. I'm more concerned about the environment than anything else. And if they want to waive that, they can waive it. But until that time comes, where we have to do it electronically, I think we should leave this.

Mr. Hylton: I agree.

Ms. Torres-Moskovitz: So, it's an "and," not an "or." It's not either or. We're just saying right now, it has to be mailed. Therefore, the email just becomes another form of faster communication, but it doesn't supersede anything else.

Chairperson Hylton: That's right.

Ms. Torres-Moskovitz: Okay. And that's fine. I understand there are people who don't use email as much as I do. But I will say that a fifty-page narrative statement that has to be mailed out twice each time -- and you might have it mailed out five times, as it gets corrected – that's a lot of paper. But I guess that's not the worst environmental issue we're facing at the moment.

Ms. Lin: Again, a tenant can choose to accept those electronically if they want to. The only thing that you can't leave out, though, is certified mail requirements for an access notice. For the actual narrative statement legalization plan, I think you can still request to get email only.

Ms. Torres-Moskovitz: Okay, so this part's not clear to me, then. . I don't understand where we're at right now.

Ms. Roslund: In the particular section we're looking at right now, I think if I'm looking at the same section that Mr. DeLaney brought up -- it's an "or." So, the one on page 52, for instance, says:

> The Occupant must serve a copy of the narrative statement and alternate plan application personally, or by either mail, first class mail, private delivery service, fax, or email.

It's an "or." So, in that instance, it's a choice. But then there would be other instances where it's not a choice.

Ms. Lin: Right, and that's § 2-01(g)(4), which Ms. Torres-Moskovitz had brought up before.

Ms. Roslund: Right

There was a discussion among Board members and staff as to where the language in question was located in the document and a request to find a way to standardize the formatting in the future to avoid this confusion.

Ms. Lin: I'm not sure if we answered Ms. Torres-Moskovitz's question sufficiently. She originally asked why we require mail for certain things. And again, I believe the only thing we do require mail service for is access notices.

Chairperson Hylton: Right. Absolutely required. Meaning you must do it by mail. The others are choices, should anyone consent.

Ms. Lin: Email is a choice. But it's the tenant's choice; it's not the owner's choice. The third party. It's not always the owner serving the tenant. It's the recipient's choice whether to accept email service.

Ms. Torres-Moskovitz: But I never had a choice to get just email for a narrative statement. It comes certified, and it comes in the mail.

Ms. Lin: In our current rule, yes. So, we're trying to modify it to make it so that you could receive that by email. Right now, we require mail for everything.

Ms. Torres-Moskovitz: Okay, everyone is saying it should remain because certain people want mail.

Chairperson Hylton: I'm saying the choice to receive by email is always there. The default is mail. Mail or personal service. That's the default. If you choose to accept service another way, you have to consent to that.

Ms. Torres-Moskovitz: Okay, if a tenant consents to email, will they be receiving anything in the mail except for an access?

Chairperson Hylton: No, they wouldn't. It's one or the other. Unless the other party wants to mail them, too. But that wouldn't be the requirement. Once you consent to an email service, then you're going to get the email service.

Ms. Torres-Moskovitz: Instead of mail?

Chairperson Hylton: Yes

Ms. Torres-Moskovitz: I like that.

Ms. Roslund: It's like when your bank asks you if you want to go paperless.

Chairperson Hylton: That's right. You give that consent.

Ms. Torres-Moskovitz: So, the overarching goal is to give tenants and owners a choice, if they want to consent to email; and if they say yes, they will not receive anything in the mail, except for items related to access issues, which are deemed more critical. Is that the only issue? Because I thought you were saying -- and I do kind of remember this with former Executive Director Balsam – I thought she wanted to do both because it had to be sent by certified mail as well. Even on issues like a narrative statement packet.

Chairperson Hylton: I don't know. But that's not the way the rule is written.

Ms. Torres-Moskovitz: Okay, I'm fine.

Chairperson Hylton: It may have been in a discussion about access that you heard that.

Ms. Torres-Moskovitz: Okay, so it's only access. It would be great if there was a one-page cheat sheet, so you didn't have to read through thousands of words to find that.

Chairperson Hylton: Most times, the folks who are bringing these actions are represented by counsel, so they would know how to do this. But the basic thing tenants would have to know is that their basic right is to get every notice by mail. And if they aren't being notified by mail, they would have to have opted for email and provide that information to the party.

Ms. Torres-Moskovitz: The one part I'm still unsure about is that sometimes there are a lot of tenants in buildings that aren't IMDs, and I think they get served as well, don't they? So, how would they get on an email list?

Chairperson Hylton: They would just get mail. That's the safest way anyway. And unless you actually go and ask people for their email addresses, the easiest way would just be mail.

Ms. Torres-Moskovitz: So, then the IMD tenants can agree to email access, and the others just receive mail. Correct?

Mr. Clarke: Correct. Unless it's access. Once the party consents, they'll be notified by email, and not through paper. Unless the person serving decides, out of the kindness of their heart, to give them an extra copy. Once consent is given, the party serving is only required to send it via email. Unless it's access.

Ms. Torres-Moskovitz: So that's a change and an improvement upon what currently exists, which is every single person gets mail twice. Okay, got it. Thank you.

Mr. Clarke: On the sheet I gave everyone with respect to consent, the last two on page 2 dealt with access. I think we discussed that already. Once the email consent deals with access, there must also be paper mail. But in addition, there can also be email service of the access notices, or an answer to an access notice. Are there any other questions with respect to the consent to email?

So, the next portion, before we get into line edits, concerns the use-based escalators. It's just a change to the Definitions section that we wanted to bring to the Board's attention. You'll see it on the

comparison document under Definitions, §1-12 for the Use-Based Escalators. This is where we made a change and wanted to bring it to the Board members' attention, as it's not on the outline we're about to go through.

In the Definition section, for Use-Based Escalators, the only thing we did was add in language. There is a specific date that it correlates to in the current definition, but that's for buildings that came into our jurisdiction under 281.5. So, we expanded and added June 25th, 2019, so that we can incorporate buildings coming into our jurisdiction under 281.6. So, it's the same thing. We're just adding an additional date for the window period, or the effective date of the law, to June 25th, 2019. It's not there yet, but we wanted the Board to know that we will be putting that in there in April.

Mr. DeLaney: Can you read where it would go?

Mr. Clarke: Sure. I'll read the entire new definition:

> Use-Based Escalators means charges that are based on a verifiable calculation of the Occupant's usage and the costs of the Responsible Party and were part of the last lease or rental agreement in effect on or before June 21, 2010, for units covered pursuant to MDL section 281.5, or June 25, 2019, for units covered pursuant to MDL section 281.6. Use-Based Escalators may include charges related to gas, electricity, and steam.

So, we just wanted to bring that to your attention. And the reason why, again, we added that was because of the change to the law, allowing buildings to come in under 281.6.

Are there any questions or comments? So, we are now done with all the documents, and we're ready to discuss the eighteen items in the outline titled, Loft Board Draft Rules Staff Outline, February 2020 and February 2021, version 1.6, March 22, 2021. If you're looking at it on the computer, this correlates to pages 1 through 94 of the comparison document.

Ms. Lin compiled this because there were certain changes made from the version that the Board members certified after the Mayor's Office and the Law Department marked-up the document. We wanted the Board members to see all of those changes, so we put them into one document to make it less confusing.

What you won't see in this outline are the comments that we discussed about OATH or the Law Department comments. We're in the process of updating that right now. You also will not see any formatting changes, such as bold words, or spacing, or capitalization. You're not going to see minor editorial or stylistic changes and instances, such as where shall should be changed to must. We are working on all of that, and in future versions, you will see it.

Ms. Lin: Sorry, Stephan, no, you won't see that. So, all these changes are available in the comparison document. You will see those there. That's why you see all those markups. But it's not in the outline, which means we're not bringing it to your attention, specifically. I don't feel that we need to discuss all the formatting changes and the minor stylistic changes. If the Board members want to go through the comparison document themselves and flag things for us that you do want to discuss, feel free to do so. You have the materials. But staff was not planning on addressing those issues unless the Board members want to. So, the outline doesn't include those instances that we've already discussed or changes that seem pretty minor.

Mr. DeLaney: A question and a suggestion. The question is, I presume at some point down the road, after we get through version 1.6, 1.7, however many until we get the version, Now It's All Done, we'll get the chance to go over the whole document and look at issues like formatting and such?

Ms. Lin: Yes. We'll distribute a clean version to the Board members. I'm not sure if we'll have specific topics to discuss at that point, but maybe the Board members could review the entire document and let us know whether they want to discuss anything in particular.

Mr. DeLaney: Okay, that's my question. My suggestion is, after that remarkable discussion about email, I would like to suggest we take a five-minute break before we dive into this staff outline.

Chairperson Hylton: So granted. It's now 3:27. We will reconvene at 3:32.

--- Five-minute break ------

Mr. Clarke: Will now be working from this outline. (New York City Loft Board Notice of Public Hearing and Opportunity to Comment on Proposed Rules). The first change is at the bottom of the outline,

pages 1 and 2. This is just a notice of the public hearing and an opportunity to comment. It's the red information on 1 and 2. The basic, general information required by law for us to include has been added: the virtual and the phone dial-in information; how to sign up for a hearing; time to notify the Loft Board of a need for accommodations; changes to accommodation requests; and how to review comments. That's on page 1 and 2 of the bigger comparison document. We just wanted to bring that to your attention, that that language has been added and is there for your review. That's item number 1.

Chairperson Hylton: In my opinion, this is the administrative requirement for rulemaking. This outlines what we're doing in the rules; lets people know their rights in terms of being heard and making comments; and gives them the information they require to join or to view the debate on the rules, officially, when we get into the public hearing. So, unless you see something blatantly false here, you can just review that on your own and point any issues out to staff. I don't think we should spend time on it now.

Mr. DeLaney: I have a question. This presupposes that the public hearing will be virtual. However, depending how long it takes us to get through the rules; send them to Law; get them back from Law; discuss any changes; vote to publish; and put it in the city record -- it may be that we'll be back in a different environment.

Chairperson Hylton: Yes, or even a hybrid situation. So, when that time comes, all this for joining by phone and so on, may or may not be necessary. But it could still be an option. So, we've got to wait to make any edits to this piece.

Mr. DeLaney said he only wanted to be sure they weren't committed to an all-virtual situation.

Chairperson Hylton: More than likely, this will be revised and will probably be scrutinized by our legal staff before it goes public.

Mr. Clarke: The next item, number 2 on the staff outline, is the Statement of Basis and Purpose of Proposed Rule. It's located on pages 3 and 4 and is just a brief summary of why we are creating these proposed rules. And that is, basically, due to the change in the law. It's a brief summary of the changes that are going to be happening. We still have to make some revisions to this, but this is what this

portion of the proposed rules looks like now. Board members can review this, and if they want to bring any comments or revisions to staff's attention, they should email us, and we'll take a look at it.

Chairperson Hylton: I'm just wondering for our staff, Ms. Lin, if you need to also include here, on this Statement of Basis and Purpose, the need to conform to some of OATH's practices. Is that in there?

Ms. Lin: I don't think so. This section definitely will be redrafted because this was all drafted sometime early last year. This is definitely not the final version. We will have to go back and revise it. Everything that comes with the proposed rule amendments will have to be updated because it does look quite a bit different. But this is just here so the Board members know what to expect in the future.

Ms. Torres-Moskovitz commented that the section summary was similar to what she had in mind when she mentioned creating a cheat-sheet.

Mr. Clarke: So, this will be revised. If there are any corrections to that, please bring them to staff's attention. We already know of things we need to change, and we already have a newer version of this. But it's not complete yet, and we didn't want to confuse the Board members with another one of these. So, we've already made some changes, and you'll see changes to this section.

Item number 3 is pages 6 through 7, and we just wanted to let you know that we're deleting the table of contents on 6 and 7. So that's what all the red-lining is. We're deleting the table of contents.

Mr. DeLaney: Could you explain why you chose to take out a table of contents after having had one in there?

Ms. Lin: A lot of these changes were done in conjunction with Operations, Law Department, and prior staff, and the version we got back all together had the table of contents deleted already. So, we can certainly always try to follow up with Operations or Law Department, if this is an important point, to ask why this was done. But at this point, no, I don't know why it was taken out.

Chairperson Hylton: We'll ask them. I think it's probably to conform to current rulemaking practices. But we'll follow up with them.

Ms. Lin: Do the Board members want me to follow up with Operations and the Law Department on this table of contents issue? Or was it just a question of curiosity?

Mr. DeLaney: On my part, curiosity.

Chairperson Hylton: I think they're the ones saying, no table of contents. But Ms. Lin, just confirm that and see if they can tell us why they are removing the table of contents.

Ms. Lin: Sure.

Mr. Clarke: We're now getting into the Definitions section, and item number 4 on the outline, on page 8, is the definition for Affected Party. Here there was a change. Owner was changed to Owner or Responsible Party. So, you'll see that in various parts of the proposed rules, and it's here now in the global definitions. So, wherever there was an Owner, in most cases, it was changed to Owner or Responsible Party. So, we're just bringing to your attention that in the definition of Affected Parties, you'll see a change for Owner, and that change is throughout the proposed rules.

Chairperson Hylton: And you will know that Owner or Responsible Party is in the Definitions because they are in caps. Meaning they are already defined. Occupant is also a defined term.

Mr. Clarke: Are there any comments or questions about that? The next definition, Family and Family Member, is on page 9. You'll see that there is no definition for Family Member because we deleted that global definition. The Law Department was confused about the definitions of Family and Family Member. We had a discussion about this, and we thought that it would be easier to just delete Family Member. Are there any questions or concerns?

Next is item number 6, Garbage Escalators, also found on page 9. For the definition of Garbage Escalators, we removed removal cost from the actual definition of Garbage Escalators. Originally, it was Garbage Removal Cost Escalators. We took out Removal Cost from the term and also did some slight redrafting to omit the reference to the Department of Sanitation that's in the definition. On your outline, you actually have the original text, and then you also have the modified version right below it, where it says changed to. So, you can compare them there. But the changes are simply that we

removed Removal Cost from the term Global Escalators, and we took out the reference to the Department of Sanitation. Are there any questions there?

Ms. Roslund: When can a building qualify for city garbage collection? After it gets its Certificate of Occupancy?

Mr. DeLaney: No. When it registers as an IMD.

Ms. Roslund. Okay. Thanks

Mr. Clarke: The next one is item number 7, for IMD, on page 10. We added MDL § 281 and also § 2-08 of these rules because the Law Department wanted us to be more specific with the rules that define IMD. Any questions or comments on that?

Next is item number 8 on the outline, on page 12, the definition for Responsible Party. It says in the outline we just redrafted this one for clarity. Person is already defined in the global definition, so we didn't need to have as much language in that definition. It was just, basically, a redrafting for clarity. Here you see the original text in the outline, and then underneath, what it was changed to.

I'll wait for the Board members review this. If you want to do the side-by-side or the top-and-bottom before and after, you can see that right there in the outline of the original text. And right below it is the changed text. If there are no questions, we'll move on to item number 9, which is also a definition – for Tenant, on page 12. We just redrafted that language for a bit more clarity.

Chairperson Hylton: What we suggest is that, as you go through, just read what the new, revised definition would say, and then move on, if there are no questions.

Mr. Clarke: The definition for Tenant has been changed to:

> Tenant refers to a residential tenant and is interchangeable with the term Occupant in Article 7-C of this Title.

Are there any questions or comments on that revision? Next is item number 10, on page 14. It's §1-15, Submissions to the Loft Board. I'll read what we added to paragraph (c):

...except that correspondence to the Loft Board does not have to be verified or affirmed.

So, the new paragraph reads:

> Unless otherwise stated in these rules, all submissions must be legible, signed either by hand or electronically, and verified or affirmed, except that correspondence to the Loft Board does not have to be verified or affirmed. The Loft Board may reject any submission that does not meet these requirements.

Are there any comments or questions for number 10?

Chairperson Hylton: I'm sorry, what submissions are you talking about here?

Mr. Clarke: Correspondence with the Loft Board. That's the subsection here. So, we're saying that correspondence to the Loft Board does not have to be verified or affirmed. It doesn't have to be signed, either by hand or electronically, or verified.

Mr. DeLaney: So, what we're saying is, some things do have to be verified?

Mr. Clarke: Yes

Ms. Roslund: We're making a distinction between a submission and a correspondence?

Mr. Clarke: Yes. So, that's the language for 10. Item 11, we just added the following language so that members of the public can obtain photocopies of non-exempt records that are larger than nine-by-fourteen.

> The public may obtain photocopies of non-exempt records which are larger than nine-by-fourteen inches at a charge per page as listed in RCNY § 101-03.

Are there any questions or comments on number 11?

Mr. DeLaney asked for a moment to review it, and Mr. Clarke then proceeded.

Mr. Clarke: Item number 12 can be found on pages 16 through 17. It's § 1-19, paragraph (c). Here, all we did was move the phrase, readily available to the public, just for clarity's sake. So, it now reads:

> As soon as practicable and in any event within a reasonable time, Loft Board staff will make readily available to the public all written comments and a summary of oral comments received from the public or any agency. Following consideration of comments received and public testimony, the Loft Board will modify or amend the proposed rules.

Are there any comments?

Ms. Torres-Moskovitz asked to return to Number 10 for a moment, as she had a suggestion regarding the ordering of that passage: Couldn't that new passage be the last sentence instead of being mixed in between? So it would read: Unless otherwise stated in these rules, all submissions must be legible, signed either by hand or electronically, and verified or affirmed. Period. The Loft Board may reject any submission that does not meet these requirements. And then another sentence at the end that says: Correspondence to the Loft Board does not need to be verified or affirmed. Is that possible? Including it in the same sentence is confusing.

Mr. Clarke: I see what you're saying. Would any other Board members like to comment on that?

Ms. Roslund: I agree.

Mr. Clarke: The language here is page 14 (c).

Chairperson Hylton consulted with Ms. Lin and Mr. Clarke.

Ms. Torres-Moskovitz: The main point is that submissions have to be signed electronically or by hand. The second point is, don't worry, regular correspondence doesn't need to be verified. Right? But to mix them in that first sentence is confusing.

Mr. Clarke: I think we'll work on that change and bring new language to the Board for that.

Chairperson Hylton: You just want a separate sentence, right? You just want to make a sentence that says, Correspondence to the Loft Board does not have to be verified or affirmed?

Ms. Torres-Moskovitz: Yes

Chairperson Hylton: I don't think we need to come back to you on that. We'll just put it there. (To Mr. Clarke and Ms. Lin) Is that okay?

Mr. Clarke: Yes. Thank you, Ms. Torres-Moskovitz. So, I think we were on item number 13 in our outline, which is page 19 for § 1-12, Service and Filing of Applications. Here, clauses have been moved for clarity, but no substantive changes have been made. In the original text, there was some language in parentheses or in brackets that was moved to the end of the sentence. It's probably easier to see in the outline. In the original text, the language that's in the brackets has been moved to the bottom of the paragraph, and it just reads cleaner. Are there any comments? So then next we can go to page 22, item number 14, § 1- 21, Service and Filing of Applications.

Ms. Lin: It's § 1-21(e)(3). I left off a few words in the outline. It's a provision that required the applicant to explain why they can't file an electronic copy of the application. The Law Department says we can't require people to do this.

Mr. Clarke: We can't require them to explain why they can't file an electronic copy.

Ms. Lin: I don't think we can force them to file an electronic copy. I seem to recall over the summer former Director Balsam bringing this to the Board's attention. I think she did explain that we can't force people to file electronic copies.

Mr. Clarke: So that was a change there for item 14. We just eliminated that language. Any comments? Next, item number 15, page 31, regarding § 1-33(b). Here, where it says, Appeal from a Determination of a Loft Board Staff Hearing Officer, we added the word Staff, which was missing. We also repositioned the phrase, the Owner or the Responsible Party of the building in question, as it seemed unclear as to whether or not they were Affected Parties. Are there any comments to the way that this is redrafted?

There was a brief exchange about whether or not the term his or her is used in the rules. Ms. Lin determined that it was used about thirty times in other places.

Mr. Clarke: If there are no other comments, we can proceed to item number 16 on pages 32 and 33 of the outline. This was a little bit harder for me to spot, so please correct me if I'm wrong, Deputy General Counsel Lin. On page 33, in the first paragraph, the last sentence, there's a bracket that says Definitions. There's an open bracket that encompasses all the definitions on that page. So, we just wanted to confirm with the Board members that, because we now have a global definitions section, we were supposed to delete all of these definitions here, on this page.

Chairperson Hylton: Do we know that all these definitions exists elsewhere?

Ms. Lin: They are in the global definitions. The version that we got back had some edits to the section, but we think that was inadvertently done. We think the intent was to take out this entire section.

Chairperson Hylton: What edits?

Ms. Lin: You'd have to go back to the September draft because I already edited it. But in the September draft, you'll see brackets throughout the section, indicating where certain things are capitalized to conform with a global definition. I think a search-and-replace was done to make that happen after Operations told us that we had to do that. And so that inadvertently changed some sections throughout this rule that really were meant to be taken out, so changes should not have been made.

Chairperson Hylton: So staff, you're saying we need to take this out? Is that your recommendation?

Mr. Clarke: Yes. That's what it looks like.

Chairperson Hylton: Ms. Lin?

Ms. Lin: Yes, I think that's what's happening.

Chairperson Hylton: Okay, so let's tell the Board that's what is happening. We're taking this out.

Mr. Clarke: Yes. We'll be taking this out.

Chairperson Hylton: Okay. Thank you. We've taken this out, and let's move on.

Mr. Clarke: Next is item number 17, on page 59. Here, under § 2-01(d)(viii), Narrative Statement Conference, in paragraph (B), we just added the words, Purpose of Conference, at the start of (B). That's the only change there. Just for clarity. And if there are no comments to that, then the last item we have on this outline is number 18, page 94.

Chairperson Hylton: So, it says, Purpose of Conference. Should it just say, the conference? Or should it just say, purpose of a narrative statement conference is for informational and reconciliatory purposes? I think it just flows better. This conference sounds like we're talking about a specific time, right? So, the purpose of a narrative statement conference is for informational and reconciliatory purposes. Does anyone agree with that?

Ms. Roslund: Will you read that one more time?

Chairperson Hylton: A conference is for informational and conciliatory purposes.

Ms. Roslund: You used narrative statement. A narrative statement conference.

Chairperson Hylton: A narrative statement conference. Sorry.

Ms. Roslund: ...is for information and conciliatory purposes?

Chairperson Hylton: Informational

Mr. Clarke: So, should you also put purpose of a narrative statement conference before that?

Chairperson Hylton: No. It's fine. It's there already. Purpose of the Conference.

Ms. Torres-Moskovitz pointed out that a narrative statement conference is rarely just one meeting, but a series of meetings that can stretch over a long period of time.

Chairperson Hylton thanked Ms. Torres-Moskovitz for that clarification and said: What I'm saying here is, it's outlining what happens in a narrative statement conference. So, I think (B) should just be Purpose. Period. The Purpose. And then you should say, the purpose of a narrative statement conference is for

informational and conciliatory purposes. Does that make more sense? That this is about the narrative statement conference is clear in the topic. The top of (vii) says, Narrative Statement Conference.

Ms. Roslund: Right. And it doesn't do that in other places where it has what you would call a subtitle within the paragraph.

Ms. Torres-Moskovitz: I appreciate Purpose of Conference because you get lost in the Loft Law. And the center, the core, the heart of it is the narrative statement conference. Spelling out the words, purpose of conference, seems to underscore that.

Chairperson Hylton: I got you. So, maybe we shouldn't have Purpose of Conference by itself, but just say, the purpose of a narrative statement conference is...? Right?

Ms. Roslund: Yes

There was some discussion of the grammatically correct method of expressing this.

Chairperson Hylton: So, a narrative statement conference is for informational and conciliatory purposes?

Ms. Torres-Moskovitz repeated that it is usually not just one conference, but several, plural.

Ms. Roslund pointed out that a week-long professional event – for example, a dental conference -- is referred to as a singular conference.

Ms. Lin: I'd like to remind the Board members that these are old section-two rules. I think the original purpose was to come back and re-do section two once we're done with section one. So, a lot of this language -- all this language -- is actually just taken from what our rules are now. And that's not to say that Board members can't revise it now, but I think that's why a lot of language you see in here might need to be updated for a later round of rulemaking. Not this round.

Mr. Hylton: Is there a definition for narrative statement conference?

Chairperson Hylton: That's what I was just asking Mr. Clarke. Narrative statement is defined, but not the conference.

Ms. Lin: I think this is the definition right here. This is how you're supposed to define it.

Ms. Torres-Moskovitz noted that these conferences are unique, so hard to define, and that they don't fit the mold of a week-long dental conference, as suggested by Ms. Roslund.

Mr. Clarke: Not all narrative statement conferences are multiple conferences. Usually when the parties ask for a narrative statement conference, they're just asking for a conference. The initial conference. They're not asking for a series of conferences to be set up. The goal, really, is to just have one conference.

Mr. Barowitz: Why don't we just put an s in parentheses at the end of conference and leave it at that?

Chairperson Hylton: That's a good point. I don't know if it changes anything. That would indicate that it could be more than one.

Ms. Torres-Moskovitz agreed, saying that the (s) would at least suggest to people that this could be more than one event.

Chairperson Hylton asked Ms. Lin and Mr. Clarke to see what they could do with this language.

Ms. Lin: We would have to go through the rest of section two to see where that would apply. And it's more complicated than you think, changing things in 2-01.

Chairperson Hylton: Okay, so what are you suggesting here? Can we just make it, the purpose of a narrative statement conference is to maybe disseminate information and achieve...

Mr. Clarke: I like the way that you had it before. A narrative statement conference is for informational and conciliatory purposes. But Ms. Torres-Moskovitz brings up a point that I'm not sure the Board members want to discuss now, which is that in conducting the narrative statement conferences, there are issues as to whether or not parties have a right, in our rules, to multiple conferences. Our rules don't

say that. So, if you want to change it to conferences, that is actually something that people will look at and say they have a right to more conferences.

Chairperson Hylton: Good point. So, the way I have it is good?

Mr. Clarke: Yes

Chairperson Hylton: Okay, let's leave it. Thank you, Board members.

Mr. Clarke: Okay, the last one is § 2-02(b), at the top of page 94 next to Occupant. We just changed some of the language there. The words, eligible for or, have been added to the definition for Occupant. So now it reads:

> Occupant, unless otherwise provided, means a residential occupant eligible for or qualified for the protection of Article 7-C and any other residential tenant or any non-residential tenant.

We wanted to say that not just the occupant, but somebody eligible. Eligible or qualified. Not just qualified, but eligible. So, with that, we're done with this outline and the first round of these line edits. So, thank you Board members.

Chairperson Hylton: This is awesome. Thank you, Stephan.

Mr. Barowitz: I have two comments to make that are not particularly relevant in a way. One thing is, I can never understand why that West Chelsea area from 24th Street on to Avenue B allowed two units to be called a Multiple Dwelling Unit when, in fact, when the Loft Board came into effect, it eliminated all of the so-called legal lofts at the time that only were allowed to have two. And for those of you that don't know, you have to put a sign up, saying AIR, and put the number of floors, essentially, at least we were told, for the Fire Department, so they can go and rescue the people living in the building. Although that was not really the case. And so, I'm a little concerned about the two rather than the three. And in fact, we finally got to the point where, maybe we should say ID -- Interim Dwelling. Of course, we can't do this. But eliminate that three altogether. Even though I realize that the new buildings that have come before us in Brooklyn are generally Multiple Dwelling buildings.

Chairperson Hylton: Are you referring to the fact that a Multiple Dwelling refers to three or more dwelling units?

Mr. Barowitz: I believe that's the case.

Chairperson Hylton: Yes, however, I think in the loft world, regardless of how many units, it's still an Interim Multiple Dwelling. It's defined in the Loft Law. Am I correct?

Ms. Lin: You need three units, unless you're in Chelsea, as Mr. Barowitz referred to. But that's in the MDL, so the Loft Board can't change that.

Mr. Barowitz: It has to come down from Albany.

Mr. DeLaney: I can provide a little bit of background on that, if people would like to

Mr. Barowitz: The thing that bothers me, and I read this over and over again, and I really can't quite understand it, is the cellar and/or basement dwellings. And as I said once before, if you look at these movies made in New York City in the 1930s and 40s, people were generally living in the basement with windows. And now we've got this complicated thing that if it's twenty-five feet from the street level and so many feet out...one thing or another. Living in the city is as difficult as it could possibly be. We are losing artists because of the high cost of living. And my feeling has always been that we ought to make as many possible places open for artists and others that are coming under the Loft Law. I know this is not particularly relevant to what we're doing, but I just wanted to get that off my chest for maybe the second or third time.

Chairperson Hylton: Didn't the 2019 amendments address the cellar/ basement piece, where you can't have an IMD in a basement? That's taken out. That's part of these rules, actually, to address the 2019 changes.

Mr. Barowitz: I understand that, but my conflict is between the term cellar and basement. Cellar is illegal, but basement is not?

Ms. Roslund: Cellar is more than halfway below ground. And a basement is more than halfway above ground.

Chairperson Hylton: In short. But remember, we did have a whole presentation on those before the Board. Somebody from the Department of Buildings came and spoke about that. But yes, thank you, Ms. Roslund. It's the livable space, more than half of the livable space, is above ground. That's a basement. Otherwise, it's a cellar. And it is now no longer prohibited to have an IMD in a basement. It can be legalized. Is that what your point is? That is from the 2019 amendments, and so, that's all been captured in here.

Mr. DeLaney: With regard to the language that permits, or posits, that there can be a two-unit IMD in West Chelsea, in an area that's bounded by such and such; that was added in 2010. Why it got continued in 2019, I don't know. It was the result, to my knowledge, of some very aggressive lobbying of then-Senator Tom Duane by constituents who had two units in their building. To my recollection, two cases had come before the Loft Board alleging that they should be covered as IMDs. Both of them failed because there was insufficient proof of even two residential occupants. And the lawyers mostly agree that if the Board ever did declare a two-unit building that never had more than two units to be an IMD, it would probably be struck down in court anyway. But I doubt we'll ever see another application on that particular point.

Chairperson Hylton: Thank you, Mr. DeLaney. I appreciate that. So, anything further on rules will have to wait until the next meeting because we want to wrap it up here.

This will conclude our March 25th, 2021, Loft Board meeting. Our next public meeting will be held on Thursday, April 15th, 2021, at 2pm. At that time, actually right now, I want to introduce you to our new Executive Director of the Loft Board, Kevin Schultz. Welcome aboard. Kevin is a member of the Department of Buildings now for what, Kevin?

Mr. Schultz: Fourteen years with the Department

Chairperson Hylton: Fourteen years with Department of Buildings. Kevin is currently coming out of the role of Deputy Director for the Internal Audits and Discipline Unit. He will be talking to you all

throughout the month, introducing himself one-on-one, and then he will relieve Ms. Lin of her burdens of the last couple of months. Almost a year actually. Thank you so much, Ms. Lin. I appreciate your picking up the slack. And she did very well. Kudos to you for a job well done. Ms. Lin will, of course, still be here, acting as Kevin's backbone, along with Mr. Clarke, and Amy, and the rest of the staff. I just want to say, welcome. Kevin, did you want to say something?

Mr. Schultz: Yes. I'm excited to get started. I've been listening as a member of the public for a little while now. I guess this is my last chance to do that. And I also want to say how impressed I am with the way Ms. Lin and her team have been keeping this boat afloat and on track. I know just from watching that it's no small feat. So, thank you, Ms. Lin, and your team. I'm glad to be part of that team now and excited and eager to hear from everyone on this call. So again, thanks and I'm really looking forward to the next meeting and speaking with everyone in between.

Chairperson Hylton: Thank you, Kevin. The next announcement is not a particularly happy one. I have to sadly announce that today is the last meeting, officially, for Julie Torres-Moskovitz. Julie has been with us now for the last, is it three years?

Ms. Torres-Moskovitz: Three years in May

Chairperson Hylton: Three years in May. Almost three years. And I've admired her passion for the issues that come up in this forum. You can tell when she asks a question that she's really thoughtful about the process, and I really appreciate her bringing that and her expertise as an architect to the Board. She's been a valued member of the Board and a passionate voice for tenants during her tenure, and so I personally will miss her very much. But we wish you well. This is her choice, that she needs to move on. And I'm going to give her a chance right now to say a few words if she wishes.

Ms. Torres-Moskovitz: I believe that very soon someone will be replacing me. I've been here three years; knew I had to move on; but wanted to make sure the role wasn't going to be empty. So that's why I'm leaving today. I've really enjoyed working with everyone, understanding local government, and how we all work together. It's really been interesting, and insightful, and inspiring to see democracy working at the local level. I also loved working with the staff at the Loft Board. I know how hard everyone's working, and we appreciate it. I'll miss you all, but I'll be on the other side, since I'm still a

tenant. And then I just wanted to mention that I wrote a letter. I'm a sustainable architect, and I was concerned about the Energy Code and Local Law 97 that creates carbon tax penalties and what that means for our buildings in the Loft Law. Laws take a long time to get through, so we're closing in on 2050, even with the caps starting at 2024. So, I sent that letter today, and I'm hoping that it continues a discussion that's important. And I'm happy to talk with anyone, if I can, if you have any questions. I know a little about Local Law 97 and am happy to share any info I have. So, thank you so much.

Chairperson Hylton: Thank you, Julie. Yes, I saw the email. I haven't had the chance to digest it yet, but I think you've copied the appropriate people on that. And of course, just like the self-cert and so on, that effort that you led, I thank you for raising issues and bringing them to the forefront of the Loft community. This is an example of why you'll be so missed by us here. So, keep on pushing and doing good things, especially for the city. I appreciate your civil service. So, I'm going to open it up to anyone who might like to say a few words.

Mr. DeLaney: Mr. Chairman, I would like to thank Julie for her service and just remind all the Board members how valuable it's been to have a knowledgeable, architectural presence on the Loft Board. Fortunately, we still have Ms. Roslund to explain the mysterious world of architects and how they navigate their way through work in New York City. But Julie has been a real pleasure to work with, and I would ask, Mr. Chairman, that we put down, perhaps in April or May, an agenda item to discuss her letter in a little bit more detail so that we keep that notion alive.

Chairperson Hylton: I'm not sure if I can actually invite Julie back to make the presentation as a member of the public. I have to check into that. But yes, we'll look at a suitable time to do that.

Mr. DeLaney: There have been times when we've asked experts appear before us. I remember the February 2019 discussion of primary residence as it relates to coverage issues and some other events. So, I think it's permissible with appropriate notice.

Ms. Torres-Moskovitz: I wrote the letter today because I didn't know when my last day would be, and I had to get the letter out while I was still a Loft Board member. But it's a topic I care about, so I'd be happy if you'd consider it, and I'm happy to join any meeting. Thank you.

Chairperson Hylton: Yes, thank you for bringing that up. Julie's working hard to the very last moment. But I'm sure we'll see you on the regular Loft Board meetings, like today, when we don't have that many viewers. We expect you to build the numbers up for us. I appreciate your coming back. I know you will. Alright, anyone else?

Mr. Barowitz: I just want to say, Julie, I'm sad to see you go. You really gave us a lot of fresh air these couple of years here, and I appreciate what you've said and how much you have contributed to the solid group that I hope we have become. You're partially responsible for doing that. So be well. So long. See you soon.

Chairperson Hylton: Thank you, Julie. I'm sure we could go on, but we have to wrap this meeting up, because I think you have an appointment. So, what I've been told is that I will be able to announce Julie's replacement before the April meeting, and you will get a chance to meet that person then. That's not something that's public yet, nor do I know this person. The Mayor's Office, of course, makes these appointments, and they'll let us know. But I will circulate that information to you as soon as I have the authority to do so. And then we'll meet that person officially in April.

On March 17, 2021, the Governor issued Executive Order 202.97, which suspended the in-person meeting requirement of the Open Meetings Law until April 16th, 2021. Our next meeting is April 15, 2021, which means we will be, again, virtual. As always, all information about the Board meetings will be on the Loft Board's website and the Loft Board Listserv. I want to encourage members of the public, again, to sign up for the Listserv. Board members, please sign and email your attendance sheets. Everyone have a Happy Easter and a Happy Passover, and we will see you again on April 15. Thank you.