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Transcript of the March 25, 2021

Meeting of the

New York City Loft Board

This transcript has been prepared pursuant to Governor Cuomo’s Executive Order 202.1, which suspended Article 7 of the Public Officers Law, to the extent necessary to permit any public body to meet and take such actions authorized by the law without permitting in public in-person access to meetings and authorizing such meetings to be held remotely by conference call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed.

The meeting began at: **2:11 P.M.**

1 **Chairperson Hylton:** Good afternoon. My name is Renaldo Hylton, the Chairperson designee of the New
2 York City Loft Board. Welcome to our March 21st, 2021, public meeting. This meeting is being held via
3 teleconference pursuant to Governor Cuomo's Executive Order 202.1, due to the coronavirus
4 emergency.

5 Section 282 of the New York State Multiple Dwelling Law establishes the New York City Loft Board. The
6 Board is charged with overseeing the legalization of Interim Multiple Dwelling buildings from
7 commercial and manufacturing spaces to safe, rent-regulated residences that comply with the minimum
8 standards of safety and fire protection stated in Article 7-B of the New York State Multiple Dwelling Law.
9 To achieve this goal, the Board adjudicates and mediates disputes between owners and tenants, tracks
10 the progress of each building undergoing legalization, and prosecutes parties who violate the Loft Law
11 and the Loft Board rules.

12 We first turn to vote on the minutes of the January 21st public meeting. Are there any corrections or
13 comments to the minutes?

14 **Mr. DeLaney:** Did we get a revised version?

15 **Ms. Lin:** Yes, I believe Mr. Clarke had sent one out.

16 **Mr. Clarke:** I'm not sure if I sent it out, the last one. I think I just put it in the document I-drive. So...

17 **Ms. Lin:** Okay. Our apologies. We thought we had sent it out. So, would the Board members like to
18 circulate that now? The only modification, I believe, we made was to revise the summary. Would you
19 rather table it for April meeting?

20 **Chairperson Hylton:** It was revised?

21 **Ms. Lin:** It was revised, yes.

22 **Chairperson Hylton:** All right. Could you send this, Mr. Clarke? In the meantime, we can probably vote
23 on these minutes at a later time in the meeting, after Board members can see that summary, because
24 that's the only thing that was missing. One of the case summaries right?

1 **Mr. Clarke:** Yes

2 **Chairperson Hylton:** Board members, you want to do that? We'll delay that vote until you've had a
3 chance to look at it in email?

4 **Mr. Hylton:** Yeah

5 **Chairperson Hylton:** Or would you prefer to just delay it until the next Board meeting?

6 **Mr. DeLaney:** I'd prefer we put it off to April. That way we can get more done on rules today.

7 **Chairperson Hylton:** Okay, great. I apologize for that.

8 **Mr. Clarke:** Sorry for that.

9 **Chairperson Hylton:** All right. So, the only item on the agenda is the rulemaking, and Mr. Clarke will
10 begin to lead this discussion, unless there's something that anyone wants to say before we go right into
11 the discussion on rules? Mr. Barowitz?

12 **Mr. Barowitz:** I don't know why I keep doing this. But I just have a couple of comments, generally
13 speaking. By the way, on page 72, the term pre-certified is not in the English language. It means that
14 something (inaudible), but didn't. So, if it was a little bit clearer about what it is, that it wasn't certified.
15 But it's not pre-certified.

16 **Chairperson Hylton:** Okay, is this something that we're going to be touching on today? Page 72, Mr.
17 Clarke?

18 **Mr. Clarke:** No, we're not going to be talking about page 72 today.

19 **Mr. Barowitz:** We're not getting into that?

20 **Mr. Clarke:** No. The only pages that we're going to be touching are on the outline that was sent over to
21 everyone. We have an outline that the Board members should be reading in conjunction with the
22 proposed rules that we sent out. And in that outline, we have all the changes that we're going to be
23 discussing today as well as the corresponding page numbers in the actual, larger comparison document.

1 **Chairperson Hylton:** So, this is page 72 in in big document, but I'm still looking for that word. You said
2 pre-certified?

3 **Ms. Torres-Moskovitz:** I see it, Renaldo, on page 72, in the middle of the page. I think that's what he's
4 referring to.

5 **Someone:** (Garbled)

6 **Chairperson Hylton:** Yeah, I hear you, Julie, I just....Unless my pages are off... What section? Is it talking
7 about LONOs? I have the wrong document.

8 **Ms. Lin:** It's talking about pre-certified applications for rent adjustments. So that's 2-01, subdivision (i),
9 paragraph two. And the first reference actually starts on page 71. So, if you're looking at version 1.6 that
10 I sent out early this week, if you view it in full markup, it should appear on page 71, and it carries over to
11 72 as well.

12 **Chairperson Hylton:** Okay, I have it in printed version, so maybe it's off a little bit. All right. Mr. Barowitz,
13 is there a way we could just leave that? We'll take that offline until next....Okay, great. Stephan?

14 **Mr. Clarke:** Sure. Thank you thank you Chairperson Hylton and Board members. Before we get into the
15 actual outline and the proposed rules, there are a couple of updates that we wanted to share with
16 everyone. The first being, we had a conversation with OATH yesterday. We were discussing in previous
17 rulemaking meetings comparing OATH's procedural rules with the Loft Board's procedural rules, and
18 that was pretty much the only outstanding issue that we had with OATH. Also, the very last issue we
19 had with them was section 1-33, with respect to the appeals. But first, we wanted to update you with
20 the conversation that we had.

21 At the end of our last Board meeting, under section 1-27(e), we wanted to create some type of carve-
22 out so that the parties were not responsible for sending out the notices. We wanted to place that
23 burden back on the Loft Board. So, we spoke with OATH yesterday, and we came up with some language
24 that OATH agrees with, and we just wanted to... I didn't send out the actual language, but basically, at
25 the end of section 1-27(e)... I'll read it out to the Board members. We did not include it in the packet
26 that you have yet. It'll probably be updated in the April version of the comparison document. The

1 comparison document, as you've seen, we have different versions. Right now, we're on 1.6. It's a
2 document that's continuously being modified and updated with any changes that we need to make. But
3 as of now, we don't have the OATH language in the latest version that you have. But I would like to read
4 the language that OATH and...

5 **Chairperson Hylton:** Mr. Clarke, the reason why we don't have it is because this was just yesterday,
6 correct? Late yesterday that it was agreed upon?

7 **Mr. Clarke:** Yes, that's correct. So, under 1-27(e), it says, for the OATH hearings:

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

11 The last section that we added and spoke with OATH about is this sentence: However, notices for
12 scheduled hearings must be sent in accordance with 1-27(b). Which places the mailing of the notices
13 back on the Loft Board.

14 So that's the first update we wanted to bring to the Board's attention. The second issue that we had...

15 **Mr. DeLaney:** Can you read that again, please?

16 **Mr. Clarke:** Sure. That last sentence that we added is: However, notices for scheduled hearings must be
17 sent in accordance with 1-27(b).

18 **Mr. Hylton:** Stephan, can I ask a question about that?

19 **Mr. Clarke:** Sure

20 **Mr. Hylton:** So, is that saying that the Loft Board would be sending out notices for OATH hearings
21 dealing with Loft Board cases?

22 **Mr. Clarke:** Yes, that's what it is saying.

23

1 **Mr. Hylton:** And the schedule for the judges at OATH? In order to be able to do that administratively,
2 constructively? How does that work?

3 **Chairperson Hylton:** Stephan, I think there's a little... To what Mr. Hylton just asked, I want to clarify. So,
4 they're doing that right now. They're actually...OATH is doing that. We're saying...OATH is saying, in
5 OATH's practice, in OATH's rules, they don't do that. It's on the party who brought the action to do
6 these notices. For Loft Board cases, we don't want to put that on a tenant to do that. So, we're willing
7 to... The Loft Board will take that responsibility on, should OATH say I cannot do this. But they will
8 continue to do this. So, in terms of the rules, it's in our rules that we will do it, if they say that. But they'll
9 continuing to do that. They're doing it right now.

10 **Mr. Hylton:** So...

11 **Chairperson Hylton:** These are not for when you bring the first case. Right, Stephan? This is for
12 adjournments and all?

13 **Mr. Clarke:** That's correct. Once it's already at OATH.

14 **Mr. Hylton:** And so, Loft Board would then bring further notifications, if necessary, as per how the
15 hearing is transpiring, based on what had occurred? I'm just figuring out, constructively, how that
16 works.

17 **Mr. Clarke:** As Chairperson Hylton said, right now, the way that it works is, OATH is doing all of that for
18 us. Once it gets over to OATH, they're handling all notices for conferences, hearings, cancellations,
19 notices of default -- they're handling all of those notices there at OATH for us. But OATH does not want
20 to commit to having it in the rules for them to continue to do it. So, they want to have it in the rules
21 that the Loft Board will do it, if one day, OATH decides that they just can't do it anymore. And it's in our
22 rules that the Loft Board would be responsible for that. But right now, and for the foreseeable future,
23 OATH is taking care of that. Those notices.

24 **Mr. Hylton:** Well, shouldn't it be some type of additional thing saying like, in conjunction with OATH
25 communications, or something? Just not to commit to taking on a burden or a practice that may
26 necessarily be cumbersome to staff, where OATH is currently doing the work.

1 **Chairperson Hylton:** Remember, this is actually our rule right now. In our rules, if we were...This is
2 language...In our rules, right, Stephan, correct me if I'm wrong, but in our rules, currently, that is the Loft
3 Board's responsibility.

4 **Mr. Hylton:** Okay

5 **Mr. Clarke:** That is correct.

6 **Chairperson Hylton:** So, OATH doesn't want us to impose our rules on them to be their responsibility.
7 And if they say later that they cannot handle this, because in OATH's rules, it is the party that brings the
8 action's responsibility to do these. So, if that becomes cumbersome for them, they would just say, okay,
9 Loft Board, do what your rule says. So, I think Mr. Hylton's point, though -- and I do have this question is
10 -- how does the Loft Board get notice of these adjournments or whatever things that need to be sent
11 out?

12 **Mr. Clarke:** I'm not really sure, to be honest with you. I think that if we got to that point, we'd have to
13 set up some type of communication with OATH, where we can be notified of what's happening. And
14 once we get that notification, we would send out notices accordingly.

15 **Chairperson Hylton:** Okay. Yeah, this is, Christian, it has to be way far down the line. This is something
16 that they're just...OATH is protecting themselves. But really, it's been in our rules that we do it anyway.
17 And they're doing it for us, forever now. But now that they see our rules, they say, wait a minute, you
18 guys can't tell us to do something -- take on this burden -- that is not a part of our procedures. In the
19 first place, we're doing for you now, but there may come a time when there's ninety-nine tenants and
20 some other parties affected by this, and then we'd have to send out ninety-nine notices, and we only
21 have one clerk. So then, it can't be our responsibility, because in our rule, it wouldn't have been us
22 anyway. It would have been the party that brought the action. Now, since you don't want that to
23 happen -- since it's the Loft Board that doesn't want that to happen -- you have to take that
24 responsibility on. And we're willing to take it on.

25 **Mr. Hylton:** Okay. Thanks.

26

1 **Mr. DeLaney:** So that's the purpose. As I recall from last week, the purpose of this carve-out is to avoid
2 the onus for sending all these notices splashing back on the parties. Rather, we'll handle.

3 **Chairperson Hylton:** Right

4 **Mr. DeLaney:** But it does seem that the question with regard to when and if this comes to pass, how do
5 OATH and the Loft Board communicate on this in an effective way? That sounds like it needs to be
6 explored a little more.

7 **Chairperson Hylton:** Yeah, and those are things that you don't put in a rule, because those are practices
8 that...It's a procedural thing; it's not a rule thing. It's just maybe...

9 **Mr. Clarke:** Administrative

10 **Chairperson Hylton:** Administrative, thank you. So, we can't put that in the rule. But that would
11 definitely have to be worked out. The Loft Board would probably have to get the list from the party who
12 brought the action of all the affected parties. And then as soon as an adjournment happens, for
13 instance, they will let us know that there's an adjournment for this day, and then we'll send out the
14 notices.

15 **Mr. Hylton:** And then would there be a date in terms of when they have to communicate that to Loft
16 Board, so that Loft Board could send out the notices in a duly time fashion? It kind of will end up in a
17 loop, and it's more than administrative.

18 **Chairperson Hylton:** Yeah. So maybe when that time comes, we would have to quickly do a rule or
19 something, or publish some procedure, some administrative procedure put in place. But I'm thinking
20 futuristic. It won't be....The reason why I'm not worried about it is because of technology evolving, and
21 all that, where notices can be quickly put together. It's not going to... I don't even think OATH is going to
22 be bothered with it, because it's probably not going to be a burden. Because it's so easy. It's not like a
23 clerk typing up these individual notices anymore. It could be just a mail-merge type of thing, and notices
24 go out. And some of it may be electronic. So that's what I'm thinking. What do you think? Stephan,
25 you're going to say something?

26

1 **Mr. Clarke:** No, I would just agree. I think it's far down the line. When you think about it, it does seem
2 like a nightmare for the Loft Board staff. But it is in our current rules, as Chairperson Hylton said. We're
3 very fortunate that we're not having to do it now. But if the day comes where we do have to do it, we'll
4 just have to find a way do it.

5 **Chairperson Hylton:** Listen, Loft Board is, as OATH is, a city agency, and they have a system, right? So,
6 we'll have to clone that system and do it ourselves, if that's the case. They would have to share that
7 information with us, or that thing with us.

8 **Mr. DeLaney:** The one thing that concerns me a little bit as well, we can all agree that the day is far off;
9 but actually, it's OATH that will declare when that day has arrived. So, it would seem prudent -- the way
10 baseball outfielders have worked out a convention to signal who's going to catch the ball so they don't
11 crash into each other, and it doesn't fall to the ground with nobody catching it -- It would be good if we
12 had an idea how we're going to do that before there's a high-fly ball in the air.

13 **Chairperson Hylton:** Well, it's not going to be as soon as a baseball game, or quick like that. I hear the
14 analogy. But we're so far off that, yes, we'll...Actually staff, let's think about this. Maybe for next month,
15 let's talk to OATH and see, procedurally, how we'd actually -- if there's a hand-off to us -- do this. If it
16 can be smooth. Just to report back to the Board. But I think the language here does what we want. We
17 can always go back to OATH and say, hey, how would we be alerted? And how would we do this quickly
18 if you guys had to hand it off to us? Does that satisfy everybody for now? We'll circle back with OATH
19 and see how that...Make sure that there is a signal plan to use Chuck's analogy going forward.

20 **Mr. Clarke:** Sufficient notice. I think that's what Mr. DeLaney is concerned with.

21 **Chairperson Hylton:** Yes, absolutely.

22 **Mr. Clarke:** Six months in advance or something like that.

23 **Chairperson Hylton:** Yeah

24 **Ms. Torres-Moskovitz:** Or even, I would add, just hearing...

25

1 **Chairperson Hylton:** I'm sorry, Julie?

2 **Ms. Torres-Moskovitz:** Yes. Sorry. What Christian brings up is important. Chuck's backing it up. I think
3 we've talked a little about it before, but maybe it's like some kind of cursory promise or some sharing of
4 information, so you know what's involved in...How much would need to go into it? I think it is more than
5 just printing a mailing list merge. It's got to have more to it. And it would be helpful if they provided
6 some information to you up front so the staff would be prepared. Yeah.

7 **Chairperson Hylton:** Sure. We'll talk to them and see how we can give you information back, say next
8 month. Hopefully, we'll just do a quick call with them and say, hey, you know, how would we even get a
9 heads-up that this is coming our way? But also remember, I don't even want to go there, but when this
10 comes around, it could be a whole new administration. I'm sure it would be. Maybe even a whole new
11 Board. So, we need to put something in writing maybe and document it. As to what we decided on.

12 **Mr. DeLaney:** The other concern I have is, if indeed those discussions do lead in the direction that there
13 needs to be another sentence or two in the rules, it would be good to figure that out now, rather than
14 find ourselves, or whoever our lucky successors are, having to publish a rule and go through months of
15 waiting to put the plan into action.

16 **Chairperson Hylton:** Yeah. I doubt it would be a rule. I think it's more just administrative procedure. We
17 can document something, how we get that done, and have that somewhere on file just in case, maybe
18 even rehearse it sometimes. Alright? Let me just ask the staff – Heather, I know you have something --
19 but staff, do we know these cases... Do we already know these cases that are at OATH, do we already
20 know who the affected parties are, and do we have that information?

21 **Ms. Lin:** They're supposed to list them on the application.

22 **Chairperson Hylton:** Okay, so that information will already be... It's probably a hard copy of something,
23 but that's information that we already have as to those parties, right? Do they have their contact
24 information on there, too?

1 **Ms. Lin:** Yeah. They're supposed to list the addresses as well. We should talk to the office manager
2 about this. She does have a system for doing this. I think the burden comes down to staff... We just
3 don't have resources or time to do things like this.

4 **Chairperson Hylton:** Okay, so we'll talk offline on that and maybe reach out to OATH and see. Make
5 sure that we put something together. If this comes around to that, it would be easy to implement.
6 Heather, you had a comment?

7 **Ms. Roslund:** It was actually very similar to what you just asked. I was just wondering what, regardless
8 of who sends out the notifications, if an affected party is missed, or not listed, or purposefully left out,
9 or inadvertently left out, or however it may happen, is that grounds for a retrial? What happens if one
10 affected party is not notified of something?

11 **Chairperson Hylton:** The lawyers will tell you.

12 **Ms. Lin.** I think it would depend on what the person who is left out -- what they're trying to claim. It
13 would have to be something that affects their rights directly. And a lot of the cases that we see, it
14 doesn't really affect anybody else. It's typically a dispute between the owner and tenant. I'm sure it does
15 happen. There could be a situation that could involve another tenant in the building. Nothing comes to
16 mind right now, but I'm not ruling it out. But they first would have to make a claim on how they were
17 somehow prejudiced by being left out.

18 **Ms. Roslund:** Thanks

19 **Chairperson Hylton:** So, a judge would make a ruling on what to do there, Heather. I think that's what
20 I'm hearing right?

21 **Ms. Lin:** They might be able to come to us with a recon if they found out about it. They could file a
22 recon with us after the Loft Board Order comes out, and we would take that into consideration.

23 **Chairperson Hylton:** And a recon, for the purpose of the public listening, is a reconsideration
24 application.

25

1 **Ms. Lin:** Right, a reconsideration application. So, if someone got wind that a Loft Board Order had come
2 down; and they were left out the process; and they felt like they should have been heard because they
3 might be prejudiced by this Loft Board Order, I think they would be able to file a reconsideration with us
4 and explain to us the situation and why they should have been included in the first place.

5 **Chairperson Hylton:** Thank you. Mr. Clarke?

6 **Mr. Clarke:** Thank you. So, the next issue that we discussed with OATH yesterday was the language in
7 1-33, Appeals. If the Board members remember, OATH wanted to change the language in that section,
8 and I'll read it again. It said:

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

13 So, in our rules we currently have the appeal from determination is pursuant to the Loft Board rules.
14 OATH made a change and said that the appeal should be pursuant to the Loft Law. The Board members,
15 at the end of last meeting, did not want to accept that change. The Board members reasoned that the
16 power to do any of our enforcement came from the Loft Board rules. So, we discussed that with OATH,
17 and they're okay with leaving it as-is in our current rules, saying the appeals process will be pursuant to
18 the Loft Board rules. So, we just wanted to update you all, and let you know that we're leaving that
19 language as is.

20 Okay. So, with respect to the OATH comments, other than the feedback that we're going to try to get
21 from this conversation that we'll try to have before the next meeting, OATH comments are complete
22 now. What we do want to ask the Board members to do is, we do have to update this language in our
23 comparison chart. So, in future comparison documents, you're going to see the updated language in the
24 future documents. And also, we do have some additional changes that we made, when we did the
25 comparison between the procedural rules or the Loft Board and OATH. The Loft Board found some
26 language that they wanted to incorporate or take from OATH and incorporate into our proposed rules.
27 So we have that, and we're going to be incorporating that in the future comparison documents. But we

1 do want to ask the Loft Board members, if they see any other rules, procedural rules.... I know we went
2 through the whole thing, but if you guys want to look at it again, if anyone wants to look at it again and
3 just bring to our attention anything that they think might be a good idea to take from OATH and put into
4 our proposed rules, we would ask that you do that as quickly as possible, so we can take a look at that;
5 bring it to the other Board members; discuss it; and if it's something that you that everyone would like
6 to incorporate, we can incorporate that.

7 **Chairperson Hylton:** So, let me just say that, I know you said as quickly as possible, Mr. Clarke, but if it's
8 not in by next month, we're not going to make any....right? So, we need to be definitive that this can't
9 happen two months down the line. If you're going to want to make any changes or have any ideas, just
10 to spring it by next month, or we'll leave that alone.

11 **Mr. Clarke:** Thank you. Okay, so the second thing that...

12 **Ms. Lin:** Oh, wait. I'm sorry Stephan. Before we move on....Board members, we are aware of two
13 provisions you had asked us to take a look at, so we'll bring that back to you. One is 1-27(c). You had
14 asked us to take a look about the subpoenas, to make them more in line with OATH's procedure. And
15 the other one is 1-25, I believe it was (a), the timing for submitting amended pleadings. We had
16 discussed those two items at previous Board meetings, so staff will be taking a look at that to redraft our
17 Loft Board procedures to make it conform with OATH procedures. But in the meantime, if you want to
18 take a look at the document that compares OATH rules and our rules, and you see something that you
19 think we should be adopting from OATH, please email the staff, let us know, like Chairperson Hylton
20 said, by next month, and staff will take a look and bring it back to you for approval.

21 **Mr. Clarke:** Thank you. So, the next issue, which might lead to discussion, is a document that I sent with
22 respect to consent to emails. We were discussing that towards the end of our meeting last week. We
23 added some language in various parts of our proposed rules that spoke on consent to email service.
24 Chairperson Hylton asked that the Board members take a look at that language, and if there are any
25 questions or comments, the staff would address them today. So, we're just allowing this opportunity to
26 address any comments to the language that we added with respect to consent for email service. Are
27 there any comments from the Board members?

1 **Mr. DeLaney:** That's the short document you sent out yesterday, correct?

2 **Chairperson Hylton:** Yeah, the very top of this list, Consent to Email.

3 **Ms. Roslund:** And the green is the added?

4 **Mr. Clarke:** Yes

5 **Mr. DeLaney:** Can you just walk us through it?

6 **Mr. Clarke:** Section by section? (Then distorted)

7 **Ms. Lin:** Mr. Clarke, you sound a little bit distorted.

8 **Chairperson Hylton:** Is anyone else having...Go ahead. Try again, Mr. Clarke.

9 **Mr. Clarke:** (Distorted)

10 **Chairperson Hylton:** Yeah. You're coming in distorted. Could you come around here? Come right here.
11 I'm going to be off camera. Mr. Clarke will take my space. But I'm here.

12 **Mr. Clarke:** I'm sorry about that everyone. Can everyone hear me? Okay. So, we want to be discussing
13 the document that says Consent to Email at the top. The first section is Service and Filing of
14 Applications, and under each of these sections is a very common theme. Whenever there's email
15 service, we're basically adding language that there should be some type of consent from the person
16 receiving the email; that they consent to having service via email. So, in the first section, 1-21(c)(1), it
17 says:

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

20 So, we added that consent language there. Are there any questions about that? If not, I see Mr. Roche
21 has fallen off. But I think we can continue with 1-22(b)(1), Service and Filing of Answers. Under (b)(1), it
22 says:

23

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

3 So, similar language. It's saying that there should be consent to service -- if the applicant has provided a
4 valid email address. Are there any questions for 1-22(b)(1)? Okay, the next section is...

5 **Mr. DeLaney:** Mr. Clarke, can I just interrupt for one second? Renaldo, if you can mute Stephan's
6 microphone at his desk. We're still getting a low grade staticky rumble.

7 **Mr. Clarke:** So, under 2-01(d)(2)(vi)(B)(a), it says:

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

10 The same thing. We're just making sure that there is some type of consent when a party receives an
11 email service. If we flip the page....I'm sorry. Are there any comments?

12 **Ms. Torres-Moskovitz:** I have a comment. For the narrative statement one. Is that where you're at?

13 **Mr. Clarke:** Yes

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

16 **Mr. Clarke:** It's saying that the narrative statement can be sent out by email, if the party consents to it.
17 It's not...

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

19 **Mr. Clarke:** Yes. This would take the place. Yeah. I didn't have the whole language there, so let me just
20 take a look just to make sure before... Sorry, bear with me just one moment.

21 **Ms. Torres-Moskovitz:** Maybe it's further on the page. 2-1...or (i)(B)?

22 **Mr. Clarke:** I think it's on page...

1 **Ms. Torres-Moskovitz:** It says, may, in addition, send a copy....

2 **Mr. Clarke:** Do you have the page number that is? Are you looking in the rules?

3 **Ms. Torres-Moskovitz:** Oh, I'm just looking....Actually, I'm looking at your sheet further down. Under
4 section 5. Further down. It's page 2 of the short email document that you sent.

5 **Mr. Clarke:** Yes. So, email...

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

7 **Ms. Torres-Moskovitz:** I guess, I think, Tina, my question is, I guess I'm trying to see if I can find the
8 answer under 2-01(g)(4)(i)(B). There's something there about, under (B):

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

11 So, it sounds like it's just in addition to. It's not going paperless or anything. It's just...

12 **Ms. Lin:** For this provision, yes.

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

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

22 **Chairperson Hylton:** Is anyone hearing me any better? (Still distorted)

23

1 **Mr. DeLaney:** You can be heard, but it's not pleasant.

2 **Chairperson Hylton:** So, as I recall this, Helaine, who was the previous Executive Director...There was
3 concern that we didn't want to take away the traditional service for narrative statements, which could
4 possibly negatively affect tenants, who probably...Even though we want to make sure people get these
5 services one way or the other, just as many as possible. Electronic for narrative statements are just
6 coming from the Loft Board, right? It's not the court system or something like that. So, it would be no
7 real issue. It would just make it more efficient that everybody gets...as many people as we can get this
8 service electronically. But we weren't going to take away the traditional service for narrative statements.
9 So that was it. It's only for narrative statements. I think we didn't want to take away that formal notice
10 that goes out to each tenant.

11 **Ms. Torres-Moskovitz:** Thank you. I bring it up for discussion because as a recipient of those narrative
12 statements, during the pandemic, when we get the certified notice and I've already gotten the mail
13 copy, I'm like, I'm not going to the post office to pick that up, because I've already gotten a real copy.
14 And on top of it, if I get an email copy... I'm just wondering, I know the goal is to reach as many different
15 people with different means, but it is sort of redundant.

16 **Chairperson Hylton:** It is redundant, but the service is a requirement of law. So, if you decide not to go
17 and do it, you can't say you never were served, right? But we want to give you the convenience,
18 especially for tenants, as much as possible. That's the reason here.

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

21 **Ms. Torres-Moskovitz:** Oh, just access. But it's similar for the narrative statement in general, too,
22 probably. I mean, that's how it works there as well.

23 **Ms. Lin:** I believe it depends on... Let's see. The narrative statement, that is 2-01(d)(2)(vi) -- there, I
24 believe it's an option. You may serve each occupant personally, or by email, fax, first class mail, or
25 private delivery service. So there, that's framed as an "or." You can select any one of those to effectuate

1 service. It's only when it comes to access applications, our rules are requiring you to do personal service,
2 or certified mail, plus regular mail. But you can substitute regular mail with email.

3 **Ms. Torres-Moskovitz:** Okay, so that's...

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

6 **Ms. Torres-Moskovitz:** Yeah, I guess that's what I'm saying. I guess the end goal, it would be nice if the
7 email allows you to just email someone. And if you have to send out a certified copy, then a certified
8 copy goes out, but you skip the other mail regular mail copy. Because now you just increased the
9 amount of work. I'm just thinking through.

10 **Ms. Lin:** I think for access applications, it doesn't hurt for more stringent requirements. That is
11 something that could be grounds for eviction, if you don't comply. For everything else, it's probably
12 curable. But for access applications, I don't think it necessarily hurts to put an additional heightened
13 burden to ensure that occupants have received these access notices.

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

16 **Chairperson Hylton:** The paper is what's required by law. It's more formal, right? So, that needs to be
17 done. And then of course, the email, that's just an added convenience, as Tina mentioned.

18 **Mr. Barowitz:** Yes, yes

19 **Mr. DeLaney:** I'm still back on the narrative statement, and we were discussing page 58 of the...with
20 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
21 52, there's no provision for email service. Is that correct?

22 **Ms. Lin:** Where are you looking at?

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

24

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

3 **Mr. DeLaney:** No

4 **Chairperson Hylton:** I see it.

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

6 **Chairperson Hylton:** It says:

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

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

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

17 **Chairperson Hylton:** No, we are specifying in the rules, situations that you would not want...I think it's
18 more like situations where a tenant's livelihood may be affected here, very strongly, and we feel that
19 those should remain formal services. If you want to do email, that is not going to be substituted for
20 proper formal service by mail. That's all. It's kind of like, if the IRS wants to email you, they always still
21 send you a notice in the mail. I don't know if anybody's got audited here, but that stuff does not go
22 away. They always send you a hard copy. Unless, of course, the tenant agrees. Then that's not the Loft
23 Board's concern. You know, they would have to, obviously, put that in writing. According to our rules,
24 the official way would be this method.

1 **Mr. DeLaney:** For that?

2 **Chairperson Hylton:** Yeah

3 **Mr. DeLaney:** But not for everything?

4 **Chairperson Hylton:** No, and I think it's for the Board to recognize some of these situations. And if you
5 want to change it, of course, it's your rule. But I thought that we had gone through this already. And
6 some of these instances, we don't want to take away the formal service because these are very serious
7 types of consequences.

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

10 **Chairperson Hylton:** Okay so, lawyers, correct me if I'm wrong here, but I think the requirement for
11 paper service, formal post-office-type service, is not going away for anybody. No one can just say, I'm
12 serving you electronic, and not paper, without your consent. You can give me both, but I would have to
13 consent to email only. And that's not... That requirement for paper service, post-office-type service, or
14 personal service... Can they do personal service also?

15 **Mr. Clarke:** Yes

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

25 **Mr. Hylton:** I agree.

1 **Ms. Torres-Moskovitz:** So, it's an "and," not an "or." You're not doing either or. We're just saying right
2 now, you're insisting -- and other people have spoken up -- that it has to be mailed. Therefore, the email
3 just becomes like another form of faster communication, but it doesn't supersede anything else.

4 **Chairperson Hylton:** That's right.

5 **Ms. Torres-Moskovitz:** Okay. And that could be fine for me because there are people who aren't using
6 email as much as I am. But I will say there's the narrative statement that's fifty pages that has to be
7 mailed out twice each time. And you might have it mailed out five times, as it gets corrected. It's a lot of
8 paper. But I guess that's not the worst environmental thing that we're...The buildings are using much
9 more energy than...

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

13 **Ms. Torres-Moskovitz:** Okay, so this part's not clear to me, then. If you're both saying the same thing.
14 It sounds like we're saying, we've got to have... I don't understand where we're at right now. If you're
15 saying it's...

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

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

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

22 **Ms. Lin:** Right, and that's 2-01(g)(4), which Julie had brought up before.

23 **Ms. Roslund:** Right...

24

1 **Chairperson Hylton:** What page number?

2 **Ms. Lin:** It should be around page 78, but let me double check. It shows up on, I believe, page 65. Oh
3 no, sorry, this is a different provision. Wait one second. Yeah, sorry. It is page 65.

4 **Ms. Roslund:** So, I know this is a small request. Maybe a big request. The next time we do this, can we
5 have the Word document PDF, so you can type in the page number instead of scrolling?

6 **Ms. Lin:** Yeah, we could probably do that. It might mess up the page numbers a little bit. When you
7 print things out. When you convert a PDF, it might be an additional layer. But if you can do Control Find,
8 you should be able to find the text pretty quickly. If you want a PDF, we can certainly....The problem is
9 making sure everyone's on the same page. Because some people will have PDFs, some people will have
10 Microsoft Word, and some people will have a printout. It does get a little bit dicey.

11 **Ms. Roslund:** Got it.

12 **Chairperson Hylton:** Okay, I'm sorry. I'm a little lost as to where we are right now.

13 **Ms. Lin:** On page 65. I think Ms. Torres had a question about why....I'm not sure if we answered the
14 question sufficiently, but Julie originally had a question about why we require mail for certain things. But
15 again, I believe the only thing that we do require mail service for is for an access notice.

16 **Chairperson Hylton:** Right. Absolutely required. Meaning you must have it with mail. The others are
17 choices. Should anyone consent.

18 **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
19 not always the owner serving the tenant. It's the recipient's choice whether to accept email service.

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

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

24

1 **Ms. Torres-Moskovitz:** Okay. So then listening to Elliott, maybe Chuck and Christian. They're saying it
2 should remain. I think that's what Renaldo's saying, too. It should always remain mail because certain
3 people want mail.

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

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

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

12 **Ms. Torres-Moskovitz:** Instead of mail, you're getting this.

13 **Chairperson Hylton:** Yeah

14 **Ms. Torres-Moskovitz:** I like that. I thought that was not what you were saying.

15 **Chairperson Hylton:** Oh, I'm sorry.

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

17 **Chairperson Hylton:** That's right. You have that consent. By the way, speaking of those banks, be
18 careful nowadays, they're tricking you pretty much into these -- I don't mean to digress, but you want to
19 log on, and you've got to be careful, though. These paperless things pop up, and you don't know why
20 you stopped getting your statements. And then you get a late penalty because you didn't get a bill. So
21 be careful.

22 **Ms. Roslund:** Yeah, Verizon does that, too.

23 **Chairperson Hylton:** We want to make sure it's not like that at the Loft Board.

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

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

8 **Ms. Torres-Moskovitz:** Okay, all right. I'm fine.

9 **Chairperson Hylton:** Julie, it may have been in discussion about access that you heard that.

10 **Ms. Torres-Moskovitz:** Okay, so it's only access. That's great. It would be great if there was like a one-
11 page cheat sheet, so you didn't have to read through thousands of words for a tenant or owner to find
12 that.

13 **Chairperson Hylton:** Most times, the folks who are bringing these actions are represented by counsel.
14 So, they would know how to do this. But I think the basic thing tenants would have to know is that their
15 basic right is to get every notice by mail. That's their basic right, that they're going to do that. And if they
16 don't get it by mail, they would have had to opt into the email and provide that information to the party.

17 **Ms. Torres-Moskovitz:** The one part I'm unsure of, though, is that there's a lot of tenants in the building
18 that aren't IMDs, and I think they get served as well. So, I don't know where they would have that
19 chance to hop on to email, because they...

20 **Chairperson Hylton:** They will just continue to get mail. That's the safest way anyway. Because unless
21 you actually go and ask people for their email addresses, the easiest probably would just be mail.

22 **Ms. Torres-Moskovitz:** So then, that's a scenario where the IMD tenants are getting...They're agreeing
23 to email access, and then the others in the building are just getting mail served to them. Correct?
24

25 **Chairperson Hylton:** Correct. I mean, Tina, please, you guys...

1 **Mr. Clarke:** Unless it's access. Access requires every other type of email consent. Once the party
2 consents, that means they're getting it through email, and they're not getting it through paper, unless
3 the person serving decides, out of the kindness of their heart, to give them an extra copy, if they want
4 to. Once consent is given, the party serving is only required to send it via email. Once they have
5 consent. Unless it's access.

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

8 **Mr. Clarke:** Okay, so on the sheet that I gave everyone with respect to consent, the last two on page 2
9 dealt with access. So, I think we discussed that already. And unless there any other comments, then yes,
10 once the email consent deals with access, there must be paper mail. But in addition, there can also be
11 email service of the access notices, or an answer to an access notice. So, are there any other questions
12 with respect to the consent to email? Mr. Barowitz, did you have a question?

13 **Mr. Barowitz:** No, I agree. We should move on.

14 **Mr. Clarke:** Okay, great. So, the next portion, before we get into line edits... Added documents. I think
15 Renaldo might have it.

16 **Chairperson Hylton:** I have it.

17 **Mr. Clarke:** It's the extension rule. Not the extension rule. It's the use-based escalators.

18 **Chairperson Hylton:** Give me a second.

19 **Mr. Clarke:** Okay. Thank you. So, the next thing that I want to discuss is actually... It's just a change that
20 we made that we wanted to mention to the Board members for the Definitions section. So, if we look at
21 the comparison document, and we look at the Definition section under 1-12 for the Use-Based
22 Escalators, we made a change there, and we just wanted to bring it to the Board members' attention.
23 It's not on the outline that we're about to go through, but we wanted to bring it to your attention now,
24 and let you know that we're going to be updating it in the next version.

1 **Mr. DeLaney:** Could you be kind enough to give us the page number?

2 **Mr. Clarke:** Sure

3 **Ms. Lin:** It's on page 10. Page 10, the definition of Use-Based Escalators. Again, if you're looking at the
4 printed version, it might look a little different because of the markups. But if you're looking at only the
5 computer with a full markup, it should show up as page 10.

6 **Mr. Clarke:** The bottom of page 12 is the printed version. It's the bottom of page 12. If you're looking at
7 it on your computer, it's page 10. But for the Definition section, it says for Use-Based Escalators, the only
8 thing we did was we added in language. So, the Use-Based Escalators, there is a specific date that it
9 correlates to in the current definition, but that's for buildings that came into our jurisdiction under
10 281.5. So, we expanded and added the date of June 25th, 2019, so that we can incorporate buildings
11 coming into our jurisdiction under 281.6. So, it's the same thing. We're just adding an additional date for
12 the window period, or the effective date of the law, to June 25th, 2019. And it's not there yet, but we
13 just wanted to bring to the Board's attention that we will be putting that in there in April.

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

15 **Mr. Clarke:** Sure. I'll just read the entire definition. The new definition will read:

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

21 So, we just wanted to bring that to your attention. And the reason why, again, we added that was
22 because of the change of the rule, change of the law, allowing buildings to come in under 281.6. And
23 Use-Based Escalators, we just added that update.

24

25 So, we are now done with all the documents. We're ready to go into the ...I'm sorry, were there any
26 comments? If not, we're ready to grab our outlines, and we're going to be discussing eighteen items

1 that are in this outline. The title of the outline, at the top it says, Loft Board Draft Rules Staff Outline,
2 February 2020, and February 2021, version 1.6, March 22nd, 2021. This correlates to, if you're looking at
3 it on the computer, pages 1 through 94 of the comparison document.

4 So, on the outline, Tina put this together. And the reason we did this, she'll explain, is that there were
5 certain changes made from the version that the Board members certified after the Mayor's Office and
6 the Law Department marked-up the document. There were changes, and we wanted the Board
7 members to see all of the changes and to put them into one document so it's less confusing. So, what
8 you won't see in this outline, as Tina writes, is you're not going to see the comments that we discussed
9 about OATH -- the OATH comments. You're not going to see the Law Department comments that we
10 discussed. We're in the process of updating that right now. You're not going to see any formatting
11 changes, such as bold words, or spacing, or capitalization. You're not going to see minor editorial or
12 stylistic changes and instances where shall should be changed to must. You're not going to see that in
13 this comparison chart. But we're working on all of that, and in future versions, you will see that. But for
14 today, we're going to be...

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

23 **Mr. DeLaney:** A question and a suggestion. The question is, I presume at some point down the road,
24 after we get through version 1.6, 1.7, however many until we get the version, Now It's All Done, we'll
25 get the chance to go over the whole document and look at issues like formatting and that kind of stuff?
26

1 **Ms. Lin:** Yeah, we'll distribute a cleaned-up version to the Board members. I'm not sure if we'll have
2 specific topics to discuss at that point, but maybe the Board members could review the entire rules and
3 let us know whether they want to discuss anything specifically.

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

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

7 **Mr. DeLaney:** On the dot

8 **Chairperson Hylton:** Please do not leave the meeting at all. I am only muting myself. Mute yourself
9 also, and your cameras. Thank you.

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

11 **Chairperson Hylton:** Okay I'm back. I'm not sure if everyone is there. Who is ready? Can you please just
12 go back on camera. Okay, I think I have a quorum. Go ahead. We're back on the record.

13 **Mr. Clarke:** All right. So, we're going to be working off this outline. The first change is at the bottom of
14 the outline. You'll see pages 1 and 2. This is just a notice of the public hearing and an opportunity to
15 comment. We just brought this to your attention. It's on pages 1 and 2. It's the red information on 1
16 and 2. It's the basic, general information that's been added, that's been required by law for us to just
17 add that language in there. It basically says, as it says in the outline, it adds the virtual and the phone
18 dial-in information; it changes how to sign up for a hearing; time to notify the Loft Board of a need for
19 accommodations; changes to accommodation requests; and how to review comments. So that's on
20 page 1 and 2 of the bigger comparison document. We just wanted to bring that to your attention, that
21 that language has been added, and that's in there for your review. That's item number one.

22 **Chairperson Hylton:** So, in my opinion, this is the administrative requirement for rulemaking. And this
23 kind of outlines what we're doing in the rule; letting people know their rights according to these, in their
24 eyes, in terms of being heard and commenting; and giving them the information that they would require
25 to join or to view the debate on the rules, officially, when we get into the public hearing. So, in my
26 opinion, unless you see something blatantly false here, you can just review that on your own and point it

1 out to staff. And it could be done not even now. I don't think we should spend time on it. But if you see
2 something that is wrong, or should be added, or changed, you could probably just let staff know.
3 Because that's just legal stuff. Mr. DeLaney, were you going to say something?

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

8 **Chairperson Hylton:** Yes, or even a hybrid situation. So, when that time comes, all this for joining by
9 phone and stuff, maybe it's necessary or not, but it could be an option still to remain there. So, we've
10 got to wait till the time comes to make any kind of final edits to this piece.

11 **Mr. DeLaney:** Right. So, my question was simply, we're setting this forth as the option that would be
12 what we'd definitely use if the public hearing were going to be next month. But given the way things are
13 evolving, who knows what the circumstances will be when we actually publish these rules and put a
14 notice in the city record and all that stuff.

15 **Mr. Clarke:** Yes

16 **Mr. DeLaney:** So, we're not locking ourselves into an all-virtual situation?

17 **Chairperson Hylton:** More than likely, this has to be revised. And it's probably going to be scrutinized by
18 our legal staff before it goes public.

19 **Mr. DeLaney:** I'm sure.

20 **Mr. Clarke:** Okay, so the next item, number 2 on the staff outline. It's the Statement of Basis and
21 Purpose of Proposed Rule. It's located on pages 3 and 4. And this is just a brief summary here of why we
22 are creating these proposed rules. It's basically because of the change in the law. And it's just a brief
23 summary there of the changes that are going to be happening. And the Board members can review that.
24 We still have to make some revisions to this, but this is just what this portion of the proposed rules is for

1 now. And the Board members can take a look, and if they have any comments or revisions that they
2 want to bring to staff's attention, they can definitely send us an email, and we'll take a look at it.

3 **Mr. DeLaney:** Well, on the sixth line under background, you need a space between families and living.

4 **Chairperson Hylton:** I'm sorry, say that again.

5 **Mr. DeLaney:** On the sixth line in the first paragraph under background, you need a space between the
6 words families and living.

7 **Chairperson Hylton:** Okay, yeah.

8 **Mr. Clarke:** Okay. Thank you.

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

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

16 **Ms. Torres-Moskovitz:** Yeah, I was just going to comment, I don't want to go back into the emails, but
17 it's good that in section 4 of this summary, there's a place for that, explaining that clearly, which I think
18 is similar to what I was saying, like a cheat sheet. It would allow owners and tenants to read that section
19 summary, and they would understand. So, this is good. What their role is in terms of electronic versus
20 mail.

21 **Mr. Clarke:** Okay, so this will be revised. Any corrections to that, please bring it to staff's attention. We
22 already know of things that we need to change, but we just haven't..... We already have a newer version
23 of this, but it's not complete yet, and we didn't want to confuse the Board members with another one of
24 these. So, we've already made some changes, and you'll see changes to this section.

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

3 **Mr. DeLaney:** I'm sorry. I only see a deletion of the heading, Table of Contents. There's nothing else in
4 the document.

5 **Chairperson Hylton:** I see all the red lines throughout the table of contents. You don't have it in your
6 document, Mr. DeLaney?

7 **Mr. DeLaney:** Not... Maybe I'm viewing it without comments, but no, I don't. Not that it matters, but
8 could you explain why you chose to take out a table of contents after having had one in there?

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

13 **Chairperson Hylton:** We'll ask them. I think it's probably to conform to current rulemaking practices. But
14 as Tina said, we'll follow through with them.

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

17 **Mr. DeLaney:** On my part, curiosity.

18 **Chairperson Hylton:** Yeah, I don't think we're going to have much say on this. I think they're the ones
19 saying, no table of contents. I think that's what it is. But Tina, just find out, really. Just see if they can give
20 us a background, why they are removing the table of contents.

21 **Ms. Lin:** Sure

22 **Mr. Clarke:** Okay, so now we're on item number 4 on the outline. We're now getting into the Definitions
23 section, and on page 8, the definition for Affected Party. So, what we did there was a change. We say
24 Owner was changed to Owner or Responsible Party. So, you'll see that in various parts of the proposed

1 rules. It's here now in the global definitions. So, wherever there was an Owner, in most cases, it was
2 changed to Owner or Responsible Party. So, we're just bringing it to your attention that Affected Parties,
3 in that definition, you'll see a change for Owner, and that change is throughout the proposed rules.

4 **Chairperson Hylton:** And you will notice that they're in definitions because Owner or Responsible Party
5 are in caps. Meaning that those are already defined.

6 **Mr. Clarke:** Yes

7 **Chairperson Hylton:** And the word Occupant is also a defined term.

8 **Mr. Clarke:** Yes. Okay, so are there any comments or questions with that? Now we'll go on to the next
9 definition, which is Family and Family Member, found on page 9. You'll see that there is no definition for
10 Family Member because we just deleted that global definition for Family Member. We had a discussion
11 about this, and the Law Department was confused between the definitions of Family or Family Member;
12 and we thought that it would just be easier to just delete Family Member, so we don't have Family
13 Member in there. We're eliminating Family Member. Are there any questions or concerns?

14

15 Okay, next is item number 6, Definitions, Garbage Escalators, also found on page 9. For the definition of
16 Garbage Escalators, we removed removal cost from the actual definition of Garbage Escalators.
17 Originally, it was Garbage Removal Cost Escalators. We took out Removal Cost from the term, and also,
18 we did some slight redrafting to omit the reference to the Department of Sanitation that's in the
19 definition. On your outline, you actually have the original text, and then you also have the cleaned-up
20 version right below it, where it says, changed to. So, you can compare them there; but really the
21 changes are, we removed Removal Cost from the term Global Escalators, and we also took out the
22 reference to the Department of Sanitation. Are there any questions there?

23 **Ms. Roslund:** I have a question.

24 **Mr. Clarke:** Yes?

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

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

2 **Ms. Roslund.** Okay. Thanks

3 **Mr. Clarke:** The next one is item number 7, for IMD, on page 10. For IMD, we added MDL section 281
4 and also section 2-08. So, we can define... Because there was a question by the Law Department. The
5 Law Department wanted us to be more specific with the rules that define IMD. So, we just added
6 section 281 and section 2-08 of these rules. Any questions or comments on that one?

7 Okay. The next one is item number 8 on the outline that's also Definitions, for Responsible Party, on
8 page 12. On the Responsible Party, it says in the outline we just redrafted this one for clarity. Person is
9 already defined in the global definition, so we didn't need to have as much language in that definition,
10 when we use the word Person. And it was just, basically, a redrafting for clarity. Here you see the
11 original text in the outline, and then also what it was changed to underneath.

12 **Chairperson Hylton:** So, question, Mr. Clarke. I see this seems a little different from the Responsible
13 Party definition. Oh no, I see. In the previous one, Responsible Party was part of the definition. And
14 here it is defining Responsible Party.

15 **Mr. Clarke:** Are you talking about the outline?

16 **Chairperson Hylton:** I withdraw that question. I got confused. Go ahead. I don't want to confuse
17 everybody else.

18 **Mr. Clarke:** Okay. So yeah, it's just the change that you see there in Responsible Party in the definition,
19 all the strike-outs that you see there, the reason why those strike-outs are there is just to clean up the
20 definition for Responsible Party. I'll wait for the Board members take a read. If you want to do the side-
21 by-side or the top-and-bottom before and after, you can see that right there in the outline of the
22 original text. And right below it is the changed text.

23 If no questions, we'll move on to item number 9, which is also a definition, for Tenant, on page 13. It's
24 on either 12 or 13. On mine, it's the bottom of page 12. It's printed. And here, we just redrafted that
25 language there for a little bit of clarity.

1 **Chairperson Hylton:** What we suggest is that, as you go through these changes, just read what it says.

2 **Mr. Clarke:** Read the original and...

3 **Chairperson Hylton:** No, no, no. Just read what the new, revised definition would say.

4 **Mr. Clarke:** Okay

5 **Chairperson Hylton:** And then just move on, if no one has any questions.

6 **Mr. Clarke:** Okay. So, go ahead and read what the new definition for Tenant is. It's been changed to:

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

9 Any questions, comments with that revision? Okay, the next is item number 10, and it's found on page
10 14. It's section 1-15, Submissions to the Loft Board. Here, in paragraph (c), there's an addition there
11 that allows for the public to obtain copies of non-exempt records that are larger than nine-by-five for
12 charges that are listed in RCNY section 101-03. So that's been added. I'll read what the language has
13 been changed to. Well, actually, in this instance, this is kind of a long block here, but if the Board
14 members would just take a look at page 15, in the center of that paragraph, you can see, I'll read this
15 sentence:

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

18 So that's allowing...that language has been inserted in there so members of the public can get copies of
19 non-exempt records that are larger than nine by fourteen.

20 **Mr. DeLaney:** Mr. Clarke, I think you've jumped over number 10.

21 **Mr. Clarke:** Oh, you're right. I'm sorry. Yes, that was actually 11. You're right, Mr. Delaney. Number 10,
22 Submissions to the Loft Board, is on page 14, and that is paragraph (c). Yes. So, here, we just added:

23

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

2 So, in that paragraph, we just add the language that corresponds with the Loft Board does not have to
3 be verified or affirmed. So, reading the new language for that paragraph:

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

8 Are there any comments or questions for number 10?

9 **Chairperson Hylton:** I'm sorry, I'm a little...Just what does it pertain to really here? What submissions
10 are you talking about?

11 **Mr. Clarke:** Just correspondence with the Loft Board

12 **Chairperson Hylton:** Correspondence with the Loft Board?

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

16 **Mr. DeLaney:** So, what we're saying is, some stuff has to be verified.

17 **Mr. Clarke:** Yeah

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

19 **Mr. Clarke:** Yes

20 **Ms. Torres-Moskovitz:** Is that otherwise known as a communication? Could it be submission and
21 communication? I'm just wondering....

1 **Mr. Clarke:** That might be similar to a communication. So, that's the language there, in 10. In item 11,
2 I'm sorry, I jumped ahead. But, again, we just added that language there so that members of the public
3 can get photocopies that are larger than nine-by-fourteen. Are there any questions or comments there
4 on number 11?

5 **Mr. DeLaney:** Can you give us a minute please?

6 **Mr. Clarke:** If there's nothing, then we can move to item number 12.

7 **Mr. DeLaney:** Actually, I asked if you could give me a minute to read it.

8 **Mr. Clarke:** Oh, I'm sorry.

9 **Mr. DeLaney:** Okay, thank you.

10 **Mr. Clarke:** Thank you. Item number 12 can be found on pages 16 through 17. It's 1-19, paragraph (c).
11 In here, all we did is, we moved the phrase, readily available to the public, just for clarity's sake.
12 So, I can read the new language here:

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

17 So, we just moved that phrase. Are there any comments?

18 **Ms. Torres-Moskovitz:** Sorry, I was playing catch up a minute. Number 10. I just want to go back for one
19 second. 11 was fine and 12 is fine for me. But I'm just wondering on 10, if you changed the -- you know,
20 they inserted that part that says, except that correspondence to the Loft Board does not have to be
21 verified or affirmed. Couldn't it be the last sentence instead of being mixed in between the first and the
22 last one? So: Unless otherwise stated in these rules, all submissions must be legible, signed either by
23 hand or electronically, and verified or affirmed. Period. The Loft Board may reject any submission that
24 does not meet these requirements. And then another sentence at the end that says: Correspondence to

1 the Loft Board does not need to be verified or affirmed. Is that possible? It gets confusing to put it in
2 that same sentence.

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

4 **Ms. Roslund:** I agree with Julie.

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

6 **Chairperson Hylton:** Unless otherwise stated, all submissions must be legible...?

7 **Mr. Clarke:** Yes

8 **Chairperson Hylton:** (Inaudible). What's Julie saying?

9 **Mr. Clarke:** Ms. Moskovitz is saying that that language --except correspondence to the Loft Board --
10 should be moved to the bottom of the sentence. Just move it and just make it its own sentence at the
11 end of the definition...of the paragraph.

12 **Chairperson Hylton:** That's no problem. That clarifies it, right, Tina?

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

16 **Ms. Roslund:** It's verified, not signed.

17 **Ms. Torres-Moskovitz:** Oh, verified. Does not have to be verified. Thank you.

18 **Chairperson Hylton:** I'm sorry, I'm having a sidebar. One second. I'm sorry. Okay, I just needed to
19 understand what verified meant. And I guess, Mr. Clarke, just let me know, sometimes we need to have
20 a notarization or something like that. The document.

21 **Mr. Clarke:** Okay. So, I think that we'll work on that change, then bring new language to the Board for
22 that.

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

3 **Ms. Torres-Moskovitz:** Yes

4 **Chairperson Hylton:** This sentence by itself, instead of having except that, and put it at the end.

5 **Ms. Torres-Moskovitz:** Yes, correct.

6 **Chairperson Hylton:** I don't think we need to come back to you on that. We'll just put it there. Right,
7 guys?

8 **Mr. Clarke:** Okay, yeah. Thank you, Ms. Moskowitz. So, I think we were on page...We're on item number
9 13 in our outline now, which is page number 19 for 1-12, Service and Filing of Applications. So, this is
10 number 6 at the top of the ... if you have a printed version. So here, clauses have been moved for clarity,
11 but no substantive changes have been made. In the original text, there was some language in
12 parentheses or in brackets that was moved to the end of the sentence. And this is all for clarity. So, if
13 you take a look, it's probably easier to see in the outline. Your original text, the language that's in the
14 brackets, has been moved to the bottom of the paragraph, and it just reads cleaner. We'll allow the
15 Board members to read.

16 Okay. Are there any comments? Okay. So then next we can go to page 22. This is item number 14,
17 section 1- 21, Service and Filing of Applications. So here we eliminated the language requiring the
18 applicant to explain why the applicant...to explain why....Oh, I see.

19 **Chairperson Hylton:** This is page 22?

20 **Mr. Clarke:** Yes

21 **Chairperson Hylton:** At the very bottom?

22 **Mr. Clarke:** Yeah, it's section (e)(3).

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

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

5 **Ms. Lin:** Well, I don't think we can force them to file the electronic copy. That change was made... I
6 think former Director Balsam did bring this to the Board's attention. I seem to recall over the summer, I
7 think she did explain that we can't force people to file electronic copies.

8 **Mr. Clarke:** So that was a change there for item 14. We just eliminated that language. Any comments?

9 **Chairperson Hylton:** So, what we're doing is eliminating this whole thing that...Language is added
10 saying that they could do the hardcopy letter explaining why, right? And so, the Law Department said
11 we can't do that, so we're removing that, correct?

12 **Mr. Clarke:** Yes

13 **Chairperson Hylton:** Okay

14 **Mr. Clarke:** Item number 15, on page 31. Almost there. Number 15 is 1-33(b). So here, we just inserted
15 language here, where it says, Appeal from a Determination of a Loft Board Staff Hearing Officer. We just
16 added the word Staff. Staff was missing, so we added that language there. And then also, in the same
17 section, we redrafted the language so that the clause that means the Owner or the Responsible Party of
18 the building in question, it seemed misplaced as to whether or not they're Affected Parties, so we
19 redrafted the language there, so it's a little bit ...It gives more clarity to who the Affected Party is. So,
20 we'll give the Board members some time to just read. Are there any comments to the way that this is
21 redrafted?

22 **Ms. Torres-Moskovitz:** I just have one comment. Not a big deal, but is it often that we say his or her in
23 the rules, instead of like, one's capacity?

24

1 **Mr. Clarke:** Oh, I see. I'm really not sure, to be honest with you, how often we say that. I don't think we
2 say one's.

3 **Ms. Torres-Moskovitz:** We don't say one. Okay. I don't really care that much, but it just stands out a
4 little as funny.

5 **Mr. Clarke:** Thank you. Are there any other comments on this?

6 **Mr. Barowitz:** I think that was the only time that his and her was mentioned in the entire rule.

7 **Ms. Lin:** But we do mention it in other places. I just did a quick search, and there are about thirty other
8 places in which we use his or her.

9 **Mr. Clarke:** We don't say one's, though, right?

10 **Ms. Lin:** That would be a harder search to perform. One is pretty common.

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

17 **Chairperson Hylton:** Do we know that these exist in the other places? All these definitions?

18 **Ms. Lin:** They are in the global definitions already.

19 **Chairperson Hylton:** They're already in the global definitions. So, we are deleting these, right?

20 **Ms. Lin:** We believe so. The version that we got back had some edits to the section, but we think that
21 was inadvertently done. We think the intent was to take out this entire section.

22 **Chairperson Hylton:** What edits?

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

7 **Chairperson Hylton:** Okay, so staff, you're saying we need to take this out? Is that your
8 recommendation?

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

10 **Chairperson Hylton:** No, no. You're doing that now, right? Isn't...

11 **Mr. Clarke:** Yeah

12 **Chairperson Hylton:** Yeah. Right. Tina?

13 **Ms. Lin:** Yeah. I think that's what's happening.

14 **Chairperson Hylton:** Okay, so let's tell the Board that's what is happening, right? We're taking this out,
15 right?

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

17 **Chairperson Hylton:** Okay. Thank you. We've taken this out, and let's move on. Unless....There's no
18 need because it's already in the definitions.

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

23 **Chairperson Hylton:** So, let's go back to this page 59. Roman numeral eight, (B), correct?

1 **Mr. Clarke:** Yes

2 **Chairperson Hylton:** So, it says, Purpose of Conference. Should it just say, this conference? Or should it
3 just say, Purpose of a narrative statement conference is for informational and reconciliatory purposes?
4 The language.

5 **Mr. Clarke:** We can add...

6 **Chairperson Hylton:** I think it just flows better. This conference sounds like we're talking about a
7 specific time, right? So, the purpose of a narrative statement conference is for informational and
8 reconciliatory purposes. I said that right? Anybody agree with that?

9 **Ms. Roslund:** Will you read that one more time, Renaldo.

10 **Chairperson Hylton:** The purpose, excuse me. A conference -- not this -- a conference is for
11 informational and conciliatory purposes.

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

13 **Chairperson Hylton:** A narrative statement conference. Sorry.

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

15 **Chairperson Hylton:** Informational. It seems more appropriate just to put the word...what did I say
16 again? A narrative statement...

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

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

19 **Ms. Torres-Moskovitz:** You know what's one thing, maybe it's a good time to mention... Something I
20 never knew until I experienced the narrative statement conference is that it's not one conference. It's as
21 long and as many as you need to resolve an issue. So, it's either one conference, meaning it can have
22 five meetings in it; or it's one day. But something I never understood, I thought it was one day, one

1 conference meeting, but it's an on-going saga until you resolve it. So, I just throw that in here because
2 I'm not sure if they ever explain that.

3 **Chairperson Hylton:** Thanks Julie. That's good for clarity. What I'm saying here is, it's outlining what
4 happens for a narrative statement conference. So, I think (B) should just be Purpose, right? Purpose,
5 period, right? The Purpose. And then you should say, the purpose of a narrative statement conference
6 is for informational and conciliatory purposes. Does that make sense a little better?

7 **Ms. Torres-Moskovitz:** I kind of like Purpose of Conference. I guess I'm just...

8 **Chairperson Hylton:** The very topic, the top of (vii), says Narrative Statement Conference. So, having
9 just the word purpose is saying what those are for. Purpose of narrative statement conference.

10 **Ms. Roslund:** Yeah, and it doesn't do that in other places where it has, I guess you would call it, a
11 subtitle within the paragraph. Or...

12 **Ms. Torres-Moskovitz:** I kind of appreciate Purpose of Conference because it reminds me in writing
13 when you say, simply put, comma, the purpose of the...You know, you get lost in this whole Loft Law.
14 And the center, the core, the heart of it is the narrative statement conference. So, to just have
15 something very... purpose of conference. I don't know. I actually kind of like...

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

18 **Ms. Roslund:** Yeah

19 **Chairperson Hylton:** Is that better?

20 **Ms. Roslund:** Then you're using purpose twice in one sentence.

21 **Chairperson Hylton:** Okay, maybe there's... I went to school, and when I was doing English, it said,
22 unless you have no other choice. So, but you'd have to change, I guess, the tense? Not the tense.
23 Instead of saying informational, you'd be saying information and reconciliation. So, you'd say the
24 purpose of...Right?

1 **Ms. Roslund:** Yeah. That's a good sentence.

2 **Chairperson Hylton:** Oh, let me think about this and in my own... So, we say, just replace it. Take out
3 Purpose of Conference and replace it with, the purpose of a conference is for...No...

4 **Ms. Roslund:** Narrative statement conference.

5 **Mr. Clarke:** The way you had it before was, the purpose of a narrative statement conference is for
6 informational...information and...

7 **Ms. Roslund:** Reconciliation

8 **Mr. Clarke:**to fix it now is the purpose of a narrative statement conference is informational and
9 conciliatory...

10 **Ms. Roslund:** ...is for information and reconciliation, was...

11 **Chairperson Hylton:** Is the same word reconciliation and conciliatory? Is it the same thing?

12 **Ms. Roslund:** Hold on, let's look it up.

13 **Chairperson Hylton:** I don't think ...It's not reconciliation. Reconciliation is when you...

14 **Ms. Roslund:** Con-cil-i-a-tory...

15 **Chairperson Hylton:** Conciliatory is compromise, I think. And reconciliation is just making things match
16 up, add up together.

17 **Ms. Roslund:** It says, intended to placate or pacify. Appease.

18 **Chairperson Hylton:** That's reconciliation?

19 **Ms. Roslund:** No, that's conciliatory.

20 **Chairperson Hylton:** Yes, that's right. Which is a compromise thing.

21

1 **Ms. Roslund:** Intended to reduce hostility, gain goodwill.

2 **Ms. Torres-Moskovitz:** Yeah, that's what it is.

3 **Mr. Clarke:** Information and conciliation.

4 **Chairperson Hylton:** So, a narrative statement conference is for informational and conciliatory
5 purposes. How about that?

6 **Ms. Torres-Moskovitz:** Yes but is there anyone else that thinks it's...I'm trying to also...I wonder if there
7 can be the idea that it's conferences. It's not one session. Or do you guys...I'm curious what the other
8 Board members think? If you haven't been through the narrative statement, would you have thought it
9 was just one narrative statement? One conference. Do you understand what I mean? It's like an on-
10 going series of conciliatory meetings.

11 **Ms. Roslund:** Well, sometimes you go to a conference on whatever. I'm a dentist, and I'm going to a
12 dental conference. It's a whole week. I'm flying to Seattle for a dental conference. It's four days. Yeah,
13 they're often long. Right?

14 **Ms. Torres-Moskovitz:** Yeah. Okay

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

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

21 **Chairperson Hylton:** That's what I was just asking him.

22 **Ms. Roslund:** Good

23 **Ms. Torres-Moskovitz:** It's like the most unique thing ever. So, I don't know if it can be defined.

1 **Mr. Clarke:** Yes, it's...I don't think...

2 **Chairperson Hylton:** Narrative statement is defined, but not the conference.

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

4 **Ms. Torres-Moskovitz:** I'm just saying, had I known, had I understood that you could have a narrative
5 statement conference on one date, and then a year later have a continuation of it for months or two
6 years after that. Like I never understood that, and that's, again, an issue for cost and...

7 **Chairperson Hylton:** It's still a conference. It's on-going. We'll put that in separately.

8 **Ms. Torres-Moskovitz:** It's not what Heather said, where it's like, you're going to a dental conference,
9 and it's all together, necessarily. It could be spread apart by years. It's interesting. I'm just saying, maybe
10 no one gets it in these rules, but I, personally, had no idea until I experienced it. I don't think most
11 people would.

12 **Mr. Clarke:** Not all narrative statement conferences are multiple conferences. And usually when the
13 parties set up and ask for a narrative statement conference, they're just asking for a conference. The
14 initial conference. They're not asking for a series of conferences to be set up. The purposes, really, the
15 goal is to just have one conference.

16 **Mr. Barowitz:** Why don't we just put conference, parentheses, s, end parentheses, and leave it at that? I
17 have never been privy to one of those conferences, so I don't know what goes on. In fact, I've never
18 even thought about it very much. But if there's more than one, just put a little parentheses and put the s
19 after the e. No?

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

22 **Mr. Barowitz:** Or more than one.

23 **Ms. Torres-Moskovitz:** Right. I like that. I can hear Stephan Clarke's point that you don't really want it to
24 go more than one conference. But it was almost like, I didn't understand that it was an option until I was

1 in it. And I'm sure many people have experienced that same thing. It's only after you experience that
2 you understand. But maybe....So, I just leave it out there.

3 **Chairperson Hylton:** Okay, Tina, you think, or Stephan, you guys want to take a stab at this? Looking at
4 what would make sense here?

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

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

9 **Mr. Clarke:** I like the way that you had it before.

10 **Chairperson Hylton:** If I remember what I said before.

11 **Mr. Clarke:** A narrative statement conference is for informational and conciliatory purposes.

12 **Chairperson Hylton:** I like it.

13 **Mr. Clarke:** Everyone...Ms. Moskowitz brings up a point that I'm not sure the Board members want to
14 discuss now, but there is...In conducting the narrative statement conferences, there are issues as to
15 whether or not parties have a right, in our rules, to multiple conferences. Our rules don't say that. So, if
16 you want to change it to conferences, that is actually something that people will look at and say that
17 they have a right to more conferences.

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

19 **Mr. Clarke:** Yeah

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

21 **Mr. Clarke:** Okay, the last one...It's 4:30. I know. But we have one more. It's on page 94, section 2-02(b).
22 It's at the top of page 94, next to Occupant. We just changed some of the language there. The words,
23 eligible for or, had been added to the definition for Occupant. So now it reads:

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

3 So, we just wanted to say that just not just the occupant, but somebody eligible. Eligible or qualified. Not
4 just qualified, but eligible.

5 **Ms. Roslund:** Why are we changing the word Article to the abbreviation Art?

6 **Mr. Clarke:** I think probably just to save space.

7 **Chairperson Hylton:** I think it's maybe consistency throughout, and maybe to save space. That's how
8 they abbreviate Article.

9 **Ms. Roslund:** Okay

10 **Chairperson Hylton:** It doesn't mean art, Mr. Barowitz. It does not mean art.

11 **Mr. Clarke:** So, with that, we're done with this outline and the first round of these line edits. So, thank
12 you Board members.

13 **Chairperson Hylton:** Wow. Awesome. This is awesome. Thank you, Stephan. You can sit right here.

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

22 **Chairperson Hylton:** IMD?

1 **Mr. Barowitz:** Interim Dwelling. Of course, we can't do this. But eliminate that three altogether. Even
2 though I realize that the new buildings that have come before us in Brooklyn are generally Multiple
3 Dwelling buildings.

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

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

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

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

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

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

13 **Chairperson Hylton:** Okay. One minute, Mr. DeLaney.

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

1 **Chairperson Hylton:** Okay. As far as this cellar/ basement in the 2019 amendments... Didn't the 2019
2 amendments address that piece, where you can have an IMD in a basement? So that's taken out. That's
3 part of these rules, actually. To address the changes to the 2019... Pardon. I'm sorry. Okay. So, it's part
4 of... if you look into the...

5 **Mr. Barowitz:** I understand that, but my conflict is between the term cellar and basement. Cellar is
6 illegal, but basement can be.

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

9 **Chairperson Hylton:** In short. But remember, we did have a whole presentation on those before the
10 Board. Remember? Somebody from the Department of Buildings came and spoke about that. But yes,
11 thank you, Heather. It's the livable space, more than half of livable space, is above ground. That's a
12 basement. Otherwise, it's a cellar. And you can now... It is now not prohibited to have an IMD in a
13 basement anymore. It can be legalized. Is that what your point is? That is from the 2019 amendments,
14 and so, that's all been captured in here. Chuck, you are going to clarify something in a minute. And then
15 we have to wrap up.

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

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

27

1 This will conclude our March 21st, 2021, Loft Board meeting. Our next public meeting will be held on
2 Thursday, April 15th, 2021, at 2pm. At that time, and actually right now, I actually just want to introduce
3 to you our new Executive Director of the Loft Board. He's going to come on camera right now. His name
4 is Kevin Schultz, and I just want to introduce him to you. There he is. That's the new Helaine Balsam and
5 Tina Lin all together. So, Kevin, welcome aboard. Kevin is a member of the Department of Buildings now
6 for what, Kevin? Get on your phone. You're not muted. You're caller 10. I'm sorry, I got to take him off
7 mute. There you go, caller the 10.

8 **Mr. Schultz:** Yes, hi, I'm Kevin Schultz. It says Stephan Clarke down there. I just commandeered his
9 laptop. Fourteen years with the Department.

10 **Chairperson Hylton:** Fourteen years with Department of Buildings. Kevin is currently coming out of the
11 role of Deputy Director for Internal Audits and Discipline Unit. You know, he's the guy that everybody
12 fears in the Department. And so, we thought we needed him in the Loft Board to do just that. Carry that
13 same role. No, Kevin is a superb fellow. We're glad to have him on board. He will be talking to you guys
14 throughout the month, introducing himself one-on-one, and then we will formally have him presiding at
15 the next...well, not presiding, but relieving Tina of her burdens for the last couple of months. Almost a
16 year actually, Tina. Thank you so much. I appreciate you picking up the slack. And, and she did very well.
17 If I could send you some ice cream or something like that through the phone, I would. Thank God I can't,
18 but my kudos to you for a good job done. Tina's still here. She's not going anywhere. She's going to be
19 Kevin's backbone, along with Mr. Clarke, and Amy, and the rest of the staff. I just want to say, welcome.
20 But you'll have fun with Kevin. Kevin, did you want to say something?

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

27 **Chairperson Hylton:** Right, thanks, Kev. All right. You can stay on camera, you look good.

1 Okay. So, the next announcement is not a particularly happy thing to announce. I have to sadly
2 announce that today is the last meeting, officially, for Julie Torres-Moskovitz. Julie has been with us now
3 for the last, is it three years, Julie? Two plus? Four years?

4 **Ms. Torres-Moskovitz:** Three years in May.

5 **Chairperson Hylton:** Three years in May. Almost three years. And I've admired her passion, really,
6 literally, a passion for the issues that come in this forum. You can tell that when Julie asks a question
7 that she's really thoughtful about the process, and I really appreciate her bringing that, especially her
8 expertise as an architect to the Board. So, she's been a valued member of the Board and a passionate
9 voice for tenants during her tenure. And so, I personally will miss her very much. But we wish you well.
10 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
11 words if she wishes.

12 **Ms. Torres-Moskovitz:** I do believe that very soon someone's replacing me, which was a big part of my
13 decision. I've been here three years; knew I had to move on; but wanted to make sure the role wasn't
14 going to be empty. And so, I think there's someone coming, but I guess it's not announced yet. So that's
15 why I'm leaving today. But anyway, I've really enjoyed working with everyone, understanding local
16 government, and how we all work together well. A great cohort with the Board. It's really been
17 interesting, and insightful, and kind of inspiring to see democracy working at the local level and the
18 kinds of conversations we have. And I also loved working with the staff at the Loft Board. I know how
19 hard everyone's working, and we appreciate it.

20 And so anyway, I'll miss you guys, but I'll be on the other side, since I'm still a tenant. And then I just
21 wanted to mention, I did send people a letter. I wrote a letter. I'm a sustainable architect, and I was
22 concerned about Energy Code and Local Law 97 that creates penalties, carbon tax penalties, coming on,
23 and what that means for our buildings in the Loft Law. They take a long time to get through, and we're
24 really closing in on 2050, even with the caps starting at 2024. So, I sent that letter today, and I'm hoping
25 that it continues a discussion that's important. And I'm happy to, if I can, offer any....I can always talk to
26 anyone if you had any questions. I know a little about Local Law 97 and am happy to share any info I
27 have. So, thank you so much.

1 **Chairperson Hylton:** Thank you, Julie. Yes, I saw the email. I haven't had the chance to digest it yet. But I
2 think you've copied the appropriate people on that. And of course, just like the self-cert and so on, that
3 effort that you led, I thank you for raising issues and bringing it to the forefront of the Loft community.
4 This is what I'm saying. This is an example of why you'll be so missed by us here. So, keep on pushing
5 and doing good things, especially for the city. I appreciate your civil service. Right. So, I'm going to leave
6 it up if anyone wants to say a few words. Yes, go ahead, Heather.

7 **Ms. Roslund:** No, just bye, Julie.

8 **Ms. Torres-Moskovitz:** I have to get coffee or something with you.

9 **Ms. Roslund:** Yeah, definitely

10 **Chairperson Hylton:** All right. Anyone else?

11 **Mr. DeLaney:** Mr. Chairman?

12 **Chairperson Hylton:** Yes, sir?

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

19 **Chairperson Hylton:** I'm not sure if...Yes, well, I'll take....I was saying I'm not sure if I can actually invite
20 Julie back to make the presentation as a member of the public. Just to explain. I'm going to check with...

21 **Ms. Torres-Moskovitz:** It's there in the letter. I think you guys can take it, but I'm open to it if....

22 **Chairperson Hylton:** Okay then, Mr. DeLaney, we'll look at a suitable time to do that.

1 **Mr. DeLaney:** There have been times when we've asked experts appear before us. I remember the
2 February 2019 discussion of primary residence as it relates to coverage issues and some other events.
3 So, I think it's permissible with notice and what not.

4 **Chairperson Hylton:** Right

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

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

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

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

22 So, on March 17th, 2021, the Governor issued Executive Order 202.97, which suspended the in-person
23 meeting requirement of the Open Meetings Law until April 16th, 2021. Our next meeting is April 15th,
24 2021, which means we will be, again, virtual, right? Board members, we will update you as soon as we
25 know....well, we know the format of that meeting. That information and all that contact and stuff will be,
26 again, on the Loft Board's website and the Loft Board Listserv. I want to encourage members of the

1 public again to sign up for the Listserv. That information is also on the website. Board members, please
2 sign and email your attendance sheets, and everyone have a Happy Easter and a Happy Passover. And
3 we will see you again on April 15th. Thank you.

4