

Westhaven-Superblock Jan 13 - Feb 12, 2016

Public Comment Hearing: Jan 27, 2016

Row #	Date	INDIVIDUAL OR ORGANIZATION	Address or Email:	COMMENT	CHA RESPONSE (at comment hearing)
1	1.19.16	Julie Elena Brown, BPI	Julie Brown <jbrown@bpichicag.org>	Comments on behalf of the Gautreaux plaintiffs respecting the West Haven ACOP and related management documents: 1) In several of the documents the terms resident and Tenant are both used, but it is unclear if they mean the same thing or are intended to be different. In some cases it appears that the term Tenant refers to the leaseholder and the term resident is anyone who lives in the household, but the terms are not used consistently in this way.	Resident is most likely to be used as a social term, while tenant is a legal term. (Definition of resident - a person who lives in a place permanently or on a long term basis. Definition of tenant - a person who occupies land or property rented from a landlord.) If you believe it is important, we can review the documents to see that the terms are used appropriately.
2	1.19.16	Julie Elena Brown, BPI	Julie Brown <jbrown@bpichicag.org>	2) The ACOP rider, section 4.2(e) says that someone who moves from a current superblock unit into a market rate unit will be deemed ineligible to return to public housing, even if their income falls below 80%. This could be interpreted to mean that such a person could not be admitted to public housing even after applying anew for public housing the next time the CHA waitlist opens up .	There is no intention of denying the opportunity to qualify for public housing at a future date.
3	1.19.16	Julie Elena Brown, BPI	Julie Brown <jbrown@bpichicag.org>	3) The ACOP rider, section 4.6, states that "Existing Horner Residents at the time of conversion shall not be subject to rescreening or income eligibility provisions." This provision could be read to be inconsistent with requirements in the applicable court orders that create priorities for specific groups of renovated units based on the income tier of the applicants. For example, under the 2013 Horner court order, 17 public housing units are reserved for families earning 30-60% of median income, and Superblock families with incomes between 30% and 50% of AMI have an initial priority for these units. Implementing this priority requires subjecting existing residents to the income tiering requirements of the court order, which could be seen as "income eligibility provisions".	The ACOP rider should be amended for consistency with the court order. Property Management has 120 days after closing to determine tax credit eligibility and income tiering of existing residents.
4		Larry Williams	123 N Leavitt, #A, 312.829.2097		
5		Shonna Brifford	sbrifford@yahoo.com , 123 N Leavitt, #B, 312.521.3064	What about the damage in the housing, and the equipment that is falling apart. I don't like living like this.	
6		Kashonna Sago		My first question was, I was under the impression that RAD was just being implemented and it hasn't been approved yet, so if RAD is supposed to be funding the actual building and everything, what is the process with them even being approved? I heard it was just being implemented. It was just like a proposal to you. That's my first question.	MR. LEVAVI: Okay, an application has been submitted to HUD for approval for the project to be converted to RAD. The CHA has already received approval from HUD on about 11,000 units from its portfolio to be converted from HUD, and it's anticipated that this one will be part of that 11,000, and it's in the process of approval but it's likely approved.
7		Kashonna Sago		My second question is under Phase 1, and under the first phases, I have a daughter that is a senior at Lane Tech, about to graduate. I'm about to graduate, finish my Masters. I'm trying to figure out -- this is really inconvenient. I need to know what are the time dates on the transition for moving people who have so much coming up within those months of moving. She graduates in June. I graduate in April, you know, it's a lot going on. Like, when are we going to get a for sure date on the actual relocation and being placed? We don't know anything. They haven't given us any dates, anything.	MR. ROAN: I think that is an absolute reasonable question, and so just rest assured that we will be updating all the residents as we get closer to the construction. Generally, if you're in Phase I, what we will be doing first for the first four months is we will be making many of the current vacant units make ready. We will be improving the and making sure that they're painted, making sure that the -- that they're ready for usual habitation. So that's the first four months. So if you count forward, if we start construction in June, July, August, September, October, it takes us about four months to make those units ready, those make-ready units. Then we will actually start construction on Phase I. So I would say probably around October, mid fall is when we will start in earnest on the construction of Phase I.
8		Kashonna Sago		I was asking when the Phase I people know their relocation time. I know when you're going to start your construction on Phase I. I'm asking -- I know when construction is going to start on Phase I. I understand that is going to start in October. When are the Phase I tenants going to be relocated to a temporary units?	MR. ROAN: At that time.

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9		Kashonna Sago		So at that time, everything will be done around there time. Okay, thank you.	
10		Mr. Gus Dawson		You said that HUD or CHA is only required to give out like 105 apartments. You were saying that HUD, CHA was only required to give out like 105 apartments. The thing is some people will be moving away from the place. The question is, are they giving out those apartments and how long do you have to wait?	Mr Levavi: I'll try to answer that question. I'm not sure I understood the question, but the point of the -- one of the points you're making is very good. Right now there are 200 units at the Superblock that are public housing. At the end of the conversion, there will be 95 RAD units and 105 non RAD units. So 105 units are going to be replaced outside of the development, some in the area, some outside the area hopefully in opportunity areas. Are you asking when are those going to be available?
11		Mr. Gus Dawson		Well yeah, because the thing is, you put a -- you're talking about moving to a temporary residence, and it's 101 units that CHA is supposed to be providing for us. Somebody is going to move -- just let me go on and move from this spot right here without having to -- because everybody have a life and you're doing this right here. We don't know it take three months. You may move some of us back, you may not, right? The question is, don't nobody want to wait to the last minute to find out you're not going to bring us back. And you have 101 units that you can go to move permanently. You could say let me move right now to one of those units.	MR. ROAN: I think I understand what you're saying. You want to know where your permanent residence is going to be, is that what you're asking?
12		Mr. Gus Dawson		Yeah and when -- the thing is, like, you have phases, right? If CHA is giving us a permanent place to go to, I think I would rather move to the permanent place than that temporary place, and then at the end of the temporary place, find out that some of us will not be getting moved back into the place and some will. When you have 101 units, that you say CHA is going --	MR. ROAN: I believe I can answer part of that question, and that is, you want to know where your permanent address is going to be after the construction, correct? And we will know where your term -- where your permanent address will be after construction. And prior to construction, we are going to meet with every single resident, and we will have a plan saying here is where you will live during construction and your temporary residence, temporary residents that will be on site or very close to on site and after construction, you will be moving back to this specific apartment. MR. LEVAVI: But Mike, there is another aspect to this. I think what you're also asking is, you want to know that if you're moving to a temporary residence, that you're going to have a permanent one that's available afterwards, and they're not going to move you to a temporary and then not give you a permanent.
13		Mr. Gus Dawson		Yeah but see, what -- what you're missing is, if CHA is giving you these temporary residence, why do I have to move to a -- give us a permanent?	MR. LEVAVI: The reason why you have to move to a temporary residence is so that we can completely renovate the one that's going to be permanent. It has to be empty for to us do the work.
14		Mr. Gus Dawson		Okay. Here is the thing. Now, you said it's giving us an apartment that we can go to permanently. Once we move, you can do what you want with the apartment that we are in?	
15		Mr. Gus Dawson		So the question is, why can't we just go, that 100 people go to that -- those permanent apartments instead of waiting until you get through with the construction?	MR. LEVAVI: The temporary apartments are not renovated.
16		Mr. Gus Dawson		I'm not talking about temporary. The permanent ones that CHA is going to be giving. You said CHA is giving is 101 permanent.	Maria Sewell Joseph : I think he's talking about the 105 replacement units. He wants to know one of those and he wants to understand why he can't just leave and go into one of those. When will 105 replacement units be identified?
17		Mr. Gus Dawson		Yeah, instead of just moving me around. Because we wait until you get to the construction units, if you already have 101 unit apartments that HUD gave you for us to permanently move into, why can't I move into those?	The 105 off-site ones have not been identified yet. So they couldn't possibly move you into something that has not yet been identified. We are in the process of working with CHA to figure that piece out. But if you don't intend on permanently living at the Villages of Westhaven after it's renovated, then there is really no reason for you to move into a temporary unit. I agree with you.

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18		Mr. Gus Dawson		Well, the thing is, like you said, it's a lot for you to move me from a temporary place then you get finished, now I'm going to move you over here to the permanent residence instead of just moving me to the permanent one you're going to do.	MR. LEVAVI: Unfortunately you can't do the permanent residence unless it's empty first. It has to be emptied out for the work to be performed.
19		Mr. Gus Dawson		You're saying the 101 places they will be giving us is full? Somebody is staying in them?	MR. LEVAVI: Yes. MSJ: Sir, the 105 replacement units, those units have not been identified yet. The developer and CHA are working together to identify those units. So as I understand what you're saying, you only want to move once. You don't want to go into temporary units then go into permanent units, but there is no guarantee that will happen, that a unit will be identified for you to permanently move into. You may have to go into a temporary unit. Your other option, if you want to take vouchers and leave, then you can go out and identify a unit elsewhere.
20		Mr. Gus Dawson		Can you do that, go out with the voucher? The thing is moving around, that's a lot. Can you just go for the voucher instead of temporary?	MR. LEVAVI: Yes, you can. That's an option.
21		Mr. Gus Dawson		So how long do I have to wait for that?	MSJ or Unknown Woman: You need to reach out to the attorney for HRC, Jeremy Burkstrom. He will let you know what your intentions are. MR. ROAN: But sir, you need to do that fairly soon because we have already proceeded with the interviews
22		Mr. Gus Dawson			MSJ: Can I clarify something? Do you mean use the voucher temporarily, then come back? Mr. Dawson: No MSJ: You want to go permanently? Reach out to the attorney for the HRC.
23		Mr. Gus Dawson			MR. ROAN: And I would suggest doing it quickly because the interviews with the people who have chosen the vouchers are happening now. And we are finding -- we're working with those families to find spots for them. So if you -- do you know who Jeremy Burkstrom is? Reach out to him. He will definitely start working with you immediately.
24		Mr. Larry Williams	123 N Leavitt, #A, 312.829.2097	Good evening everyone. My name is Larry Williams, and I want to address this to the panel. Since you're talking about all this moving around and stuff, what about these vacant apartments fixed or will the vacant apartments be part of this plan? Because every time we see so many vacant apartments, and also, would that be temporary locations until you get the whole site together?	MR. ROAN: Yes, so our first task before true construction starts is to go into all of these vacant units right now and to improve them, and to make them habitable, make them comfortable places for people to live. And those vacant apartments are going to become the temporary relocation spots for the different phases during construction. So yes that is our intention. Then throughout the course of construction, we will be fully rehabilitating those vacant apartments that we're talking about.
25		Mr. Larry Williams		Also, one more comment. Will anybody that lives in a residence of CHA be part of the construction process or have a private contract been assigned with someone else beside the people that live there be part of the construction process? How would that work?	MR. ROAN: I'm not quite understanding.

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26		Mr. Larry Williams		Well, when you start developing, you know, the sites, will anybody be offered any type of employment? To help construct those sites?	MR. LEVAVI: Yes. Section 3 is the federal mandate to make job opportunities and contracting opportunities available to both public housing residents and to low income residents of the community in general. And we are making commitments to the CHA to hire Section 3 employees through the CHA system. We're advising people to register on the CHA's Section 3 website so they will be ready when the job postings come available. And anybody who lives in the Villages of Westhaven will get a number one priority for any of those jobs opportunities that come up. There will be a lot of job opportunities. If I had to guess, it would be more than 20. It will be -- there will be a lot of job opportunities. There will also be opportunities for people who are contracting. And in the past we have done Section 3 contracting for things like security, final clean, landscape, snow removal. There is a lot of different ways that we can get residential businesses working on the redevelopment. If you have particular skills, let us know, and we will try to build those into our plan for moving forward to get Section 3 people hired.
27		Edwin Cobb	cobbedwin@gmail.com	Hello, everyone. My name is Edwin Cobb. I had quite a few questions I want to address to the panel. One is to, I think you mentioned the RAD program. Define that and how does it differ or does that mean that the original dissent decree was dissolved under CHA? That's is one question.	MR. LEVAVI: Let's take it one at a time. So the RAD program -- let's back up a second and talk about public housing. The -- it turns out that the Congress and the federal government does not like public housing very much anymore. Every year they under fund their obligation to pay for public housing. So every year there is less and less money available to maintain units. That's one of the reason why public housing has declined over time and has become less and less attractive. (see transcript for add'l response.)
28		Edwin Cobb		Here is the part I want to ask. Who is the private owner?	MR. LEVAVI: Brinshore Michaels is two private companies. Brinshore is based in Northbrook, Illinois. Yes, and Michaels is based in Marlton, New Jersey right outside of Philadelphia.(see transcript for add'l response.)
29		Edwin Cobb		MR. COBB: I'm not arguing against that. So does that mean that the original dissent decree was dissolved?	MR. LEVAVI: So the consent decree is not dissolved. It's still governing the whole order of redevelopment, and it is, you know, this mother's guild consent decree really defined how the entire community is being redeveloped, and that will continue until it's all completed.
30		Edwin Cobb		Thank you. How long is the plan -- because I remember -- I used to be an administrative assistant with the alderman at the time, and I saw a plan when the housing projects were still up. I saw this plan. So how long has this plan been in effect, has this plan been on the --	MR. LEVAVI: So there is two phases to the plan. This first phase of the Villages of Westhaven, which was developed by someone else, but we have a plan redevelopment of the resident site starting in 2002. So I have personally been working on this for the past 13 years of my life, 14 years of my life, and I have been part of this from the very beginning working with the same people at CHA, and I will be here for the rest of my natural life working on this. We are fully committed to making the former Henry Horner Homes into Westhaven Park a wonderful place to live.
31		Edwin Cobb		One last question. You said that you have the contractor, correct?	MR. LEVAVI: Yes, we have a general contractor, McShane Construction.

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32		Edwin Cobb		McShane Construction. So did they go out to the collective bidding process or how did that work?	MR. LEVAVI: No. So it's a good question. We haven't found that having general contractors bid on plans is an effective way to get the best pricing. What we like to do is bring a general contractor in from the beginning, sit down with us while we are designing the project, and have their input into the design so that what doesn't happen is that an architect designs something that can't be built or is too expensive to be built. We work together hand in hand. And we have worked through this general contractor McShane on several properties including the Tower, Westhaven Park Tower, 110 North Hermitage, and they also were building for us right now Clyborne and Division going up right now, and they built Park Douglas for us.
33		Edwin Cobb		Because it's to my understanding that when you use government funding, that there has to be a collective bidding process. Maybe I'm incorrect, and the fact that if -- if it's -- because you're going through an RFP or RFB. So it went through either one of those two. So what did -- what was the actual process that they went through?	MR. LEVAVI: The process was in 2000, Brinshore Michaels was procured by the CHA as a --Is part of the same procurement. Once we were procured in a competitive procurement where many other firms bid to do this job, we were selected. It's called -- it's a little technical. It's called a Part 85.
34		Edwin Cobb		I don't mean to cut you off. Even though after they have already built these developments, already planning on redoing it already in 2002?	Yes. So once we were selected, we aren't under an obligation to then do a competitive procurement for our general contractor. But what we do do, is a general contractor has subcontractors that does the real work. We get competitive bids for each one of those trades. So for the roofing there will be three competitive bids, for the tiling --
35		Edwin Cobb		HVAC?	MR. LEVAVI: Everything. Competitive bids within the general contractor.
36		Edwin Cobb		Is there anything in there that states that since this is an African American predominantly community -- it will be gentrified. I understand the gentrification process. Is there anything that states that African American contractors should be used?	MR. LEVAVI: Yes, there are two things that state that. The first is the CHA policy. It says that 40 percent of the construction dollars that they put in have to go to MBE, WBE contractors. The second thing is that because this is also funded by the city of Chicago, we are obligated to follow their 24 and 4. So 24 percent of the total job has to be for African American or minority, then four percent for women.
37		Edwin Cobb		The only problem, so when you say minority because women are minorities. So how does that work? When you say minority --	MR. LEVAVI: The City and CHA treat this differently. The City separates out women from minority, and you're not a minority, if you're a woman unless you're a minority woman, and that counts toward the four percent. Then the minorities that are not women-owned businesses but MBE certified count towards the 24 percent. For the CHA's 40 percent number, they combine minority and women together.
38		Edwin Cobb		Okay, and so that will go to -- so that will go to the collective bidding process as far as subcontracting is concerned?	Correct
39		Edwin Cobb		When will that bid process go out and how will we find out about that?	MR. LEVAVI: So in the -- McShane is pricing the plans as we go, and they're constantly getting numbers from subcontractors and they're putting it out and soliciting bids for them. If you happen to have some African American or minority contractors who would like to bid on the job, please let us know and we can get them plans and get them in the mix.

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40		Edwin Cobb		Because one of the things that I do know and understand is due to – HUD's resident home business. Actually I was the first resident owned business under the ROBRO program, but my concern is this. There is a collective bidding process called RP and RB and RQ. That's kind of like under the auspices that you guys came into under the request for qualification.	
41		Edwin Cobb		So could we possibly implement that as some of the African American subcontractors too?	If you have African American owned subcontracting firms, bring them on and let's get them to our general contractor and get you bidding. Let's do it.
42		Ms. Seford		Hi, my name is Shawna Seford. I'm asking this question, because the different – living conditions in my home, I don't like. I feel it – as long as we are living in the apartment. You should keep it up. It should not be where I have paint peeling off the wall, waiting on paint. I shouldn't have it where the hood over my stove is pretty much peeling from the cabinets. It looks ugly, and I have company, you know what I'm saying? When we come over your house, you want your house to look nice you can't be coming in talking about your house. So that's why I'm standing here telling this today because ya'll get to keep nice houses, so why we can't have nice houses?	MR. LEVAVI: I hear you. The reason why public – one of the reasons why public housing failed is that if everybody owns public housing, nobody owns public housing. By moving the housing into the private sector, if it's not kept up, if it doesn't work right, if it becomes a slum like you're describing, then the private owners who own it lose money and they get it taken away from them. So there is a real very large incentive to make sure that kind of thing doesn't happen. And that is the main advantage of moving these properties from public to private hands.
43		Ms. Seford		We are living here, so do something about that until you move us out. Now if I go in and start spending my money, then it's going to be a problem because I feel I'm fixing up ya'll mess because it's a mess. When people built it, they didn't know what they were doing. It's just ugly and I can't take it no more.	And you will hold our feet to the fire to make sure that if anything starts going wrong, you're all over us. So in your temporary move, I agree with you. You need to be put into an apartment that doesn't have peeling paint, that is a nice place to live. So we will extend several months fixing up some of these units so that they're decent places to live. They will not be like they will be eventually, but they will be nice places to live, and then when you move into the new apartments, you will be shocked and very happy.
44		Ms. Seford		I don't think I will be shocked but I will be happy if it is locking nice.	MR. LEVAVI: So I want you to keep our feet to the fire, and if we aren't doing something that is up to your standards, please, please, please, get on our backs and contact us.
45		Ms. Seford		So how soon will we see something happen?	MR. LEVAVI: We are hopefully going to begin May or June. hat's when the whole process is going to start.
46		Ms. Seford		I have to wait until May before the hood falls down on my stove?	MR. LEVAVI: You have waited way too long. I know that, you know that. Thankfully, we are finally moving forward with the solution. Didn't come soon enough.
47		Ms. Seford		MS. SEFORD: They said – I did. I contacted them (Property Manager), waiting for them to bring people. I put in complaints about the hood, paint is peeling from my cabinets. They said they wasn't doing no work unless it's an emergency.	UNKNOWN WOMAN: You can step out and I'll take your name and information.
48		Jeff Leslie Director, Clinical and Experiential Learning	Leslie, Jeff <jleslie@law.uchicago.edu>	The Housing Initiative Clinic at the Edwin F. Mandel Legal Aid Clinic of the University of Chicago Law School represents the Horner Local Advisory Council. We endorse the comments on the Westhaven management documents that are being submitted today on behalf of the Horner Residents Committee by the Sargent Shriver National Center on Poverty Law.	Agreed

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49		Jeremy Bergstrom Senior Staff Attorney	Jeremy Bergstrom <jeremybergstrom@povertylaw.org>	The Sargent Shriver National Center on Poverty Law are counsel for the plaintiffs in a lawsuit filed in the United States District Court for the Northern District of Illinois, Eastern Division, entitled Henry Horner Mothers Guild, et al., vs. Chicago Housing Authority, et al.. Under an Amended Consent Decree entered in that case on September 1, 1995, the Horner Residents Committee ("HRC") functions as a committee of residents of CHA's Horner redevelopment and Villages of Westhaven/Westhaven Park ("WHP") developments. Under the decree, the Chicago Housing Authority ("CHA") bears certain obligations vis-à-vis the HRC, including, under paragraph 16, the obligation to first reach agreement with the HRC before enacting any management plan.	Agreed
50				The HRC has reached agreement with CHA regarding the WHP Grievance Procedure and, therefore, the HRC supports adoption of that document as proposed. The HRC has not, however, reached agreement with CHA regarding any of the other Horner/WHP draft documents that CHA has posted for public comment. We submit this letter as the HRC's comments regarding those documents; specifically, the WHP Village Rules & Regulations, WHP Village Pet Policy, WHP Village Grievance Procedure, WHP Village Lease, and Villages of Westhaven Admissions and Continued Occupancy Policy and Tenant Selection Plan. These comments are submitted in anticipation of an eventual agreement with CHA as to each document. However, the HRC reserves its rights under Paragraph 16 of the Amended Consent Decree and any other applicable court order, and does not consent to final adoption of any document unless and until CHA and HRC reach agreement as to the same. The HRC does not agree to waive or alter any term of the Amended Consent Decree or other court order or binding agreement, and therefore objects to any inconsistent term of any document, whether or not such term is explicitly identified in HRC's comments below.	For clarification, the WHP Village Rules and Regulations, Pet Policy, Lease and ACOP for Phase IIB and Subsequent Phases were all negotiated with the HRC and Horner counsel prior to the closing of Phase IIB and resulted in the management documents for Phase IIB. Therefore, it is not accurate for the HRC to state that no agreement was reached with CHA regarding these documents. Any changes to the ACOP are reflected in Rider 2; changes to the lease reflect changes in the applicable law.
51				Pet Policy - The HRC and the WHP developer have entered into a Memorandum of Agreement (MOA) dated January 29, 2016 whereby the developer, WHP VILLAGE LLC, agreed to negotiate this document with the HRC. The HRC submits these comments in furtherance of negotiating the Pet Policy, but reserves its rights under the MOA.	Okay
52				Page #1. Why is there such a high standard for receiving pet approval? What is the justification for this policy? The section regarding Assistive Animals is partially inconsistent with federal laws, regulations and/or guidance regarding the rights of people with disabilities to request reasonable accommodations. HRC requests language clarifying that the Pet Policy is not intended to limit or restrict federal, state or local laws or HUD guidance.	Assistive Animals are not considered pets and language can be added clarifying this.
53				Page #2 - Who defines an "overly aggressive" cat with a "known propensity" for unprovoked attacks? Why are iguanas, for instance, not permitted as pets?	Property Management will delete 2.f. from the Pet Agreement.
54				Page #3 - Is the security deposit per pet? HRC requests smaller installments. Who will determine whether damages were caused by a resident's pet and, if so, the "reasonable cost"?	Security deposit is per pet. PM will allow up to five installments if the resident requests it. Management will determine whether damages were caused by a pet in cases where that is the obvious cause (urine and feces, damage to walls and doors caused by chewing.) Residents are provided a list of common repair costs at move-in with their lease.
55				Regarding the requirement that owners pay to unclog toilets due to pet waste, HRC questions whether this is realistically ascertainable. What kinds of costs might be associated? HRC considers this to be an instance of ordinary wear and tear.	Would be charged to the resident if obvious, as are other toilet clogs or back ups caused by residents (examples include toys or products not intended for disposal in a toilet.) Section 2.D. Return of the Pet Deposit is handled according to applicable law or ordinance, the same as any security deposit

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56				Page #4 - A prohibition of pet elimination within 50 feet of any building entrance is too restrictive. HRC requests a restriction of not more than 25 feet. HRC is also concerned that pet owners may be blamed for the actions of others and/or animals over which they have no control. The requirement that no pet shall be left unattended in a unit for longer than 12 hours is logical for dogs, but not for other types of pets. This should not be a blanket rule for all pets.	Prohibition will be changed to "within 25 feet" Add to Section 4 - Paragraph under B. A resident charged with a violation of the pet policy will be afforded the opportunity to discuss the allegations with management. In Section 3.a.2) the prohibition of pet elimination will be changed from within 50 feet of the building to within 25 feet of the building.
57				When a pet's owner dies or is incapacitated, HRC request terms that would allow the pet to be given to a shelter or other arrangement made with PAWS.	Agreed. Will include language that placement with a rescue operation is the first preference of PM.
58				Page #6 HRC would like residents to have up to 72 hours from receipt of a notice to correct an issue raised by the notice.	Agreed
59				Page #7 HRC would like to review the Vet's Certification, and requests clarification that it will only be required for dogs.	Certification of Vaccinations. Strike second paragraph. Will only request Certification is breed of dog is challenged by PM.
60				Rules & Regulations The HRC and the WHP developer have entered into a Memorandum of Agreement (MOA) dated January 29, 2016 whereby the developer, WHP VILLAGE LLC, agreed to negotiate this document with the HRC. The HRC submits these comments in furtherance of negotiating the Rules and Regulations, but reserves its rights under the MOA.	
61				Page #1 and Page #3 Under the section on Balconies, #2. "Only electric grills" are allowed. But on page 3, under Fire Safety, #7, "No grills are allowed in a Unit or on the balconies." HRC requests that grills be allowed irrespective of type.	The Owner must carry property and liability insurance on the property. This prohibition is a requirement of the property insurance carrier and cannot be changed. Grills will be installed in areas of the development for residents' use.
62				Page #2 HRC is not in agreement with any non-smoking policy that is not specifically enacted to ensure compliance with binding federal, state or local law or HUD regulation. HRC is opposed to, and does not agree to, any restriction of tenants to smoke within their own unit. Further, HRC notes that any such policy may violate the Amended Consent Decree, the Agreed Order entered on November 7, 2012, and/or other court orders that provide residents with a right to replacement housing or to occupancy of their unit. What happens if the Management Office is not notified of a violation?	Withdrawn
63				Page #3 Why are tenants not allowed to access electrical outlets in the common areas for personal use? Not even to charge their phones? HRC requests that residents be permitted to use electrical outlets in the common areas to power reasonable personal electric devices of the resident while the resident is using the common area.	Tenants are not allowed to access utilities in the common areas of their buildings because the expense for common area utilities is paid by PM. If tenants are attending meetings and want to use outlets to charge phones or use laptops that is permitted. PM will include language that residents may use common electrical outlets in common areas used for social events and activities. Will revise language for clarity.
64				Page #6 HRC questions the fairness of the rules regarding windows. Why can't signs be displayed in Unit windows, for instance? HRC requests deletion of these prohibitions.	Prohibition will remain. This is an industry standard in rental communities.
65				Mgmt. Agreement Page # 5, § 3.01(A) Replace "Housing" with "Planning and Development"	Agreed
66				Page #31 Notice sections need to be updated: Notices sent to Shriver Center should be addressed to the attention of "Director, Housing Justice Unit." Notices to the HRC should be addressed to the attention of "HRC President."	Agreed
67				Management Plan Page #15 HRC requests a description of on-site personnel that Brinshore will hire.	Staffing plan submitted.

Row #	Date	INDIVIDUAL OR ORGANIZATION	Address or Email:	COMMENT	CHA RESPONSE (at comment hearing)
68				WHP Villages Lease Page #9 HRC wonders whether the early termination fee being equal to a full month's rent is fair. HRC thinks the language should be tighter, and propose that the penalty should be only 50% of a full month's rent.	Public housing and HCV residents only terminate early if the termination or transfer is approved by the Authority. In those cases, no termination fee is required. For STC or MKT residents, early termination fees are charged in accordance with what is allowed by the CRLTO, and the industry standard is one month rent.
69				Addendum A, p. 3, ¶(b) This paragraph is inconsistent with CHA's RAD Grievance Policy.	All statements inconsistent with RAD will be changed to be consistent with RAD policies. The HR Chas agreed to adopt the CHA's RAD Grievance Procedure. Two tiered grievance process for all allegations of lease violations including allegations of criminal activity even if they affect health and safety.
70				Addendum A, p. 3, ¶(c) HRC objects to the requirement that rent be current before a grievance is initiated, and objects to the termination of any grievance due to nonpayment. A tenant has a right to proceed with a grievance irrespective of rent especially because many grievances may involve a tenant's dispute over the calculation or receipt of rent.	Agreed
71				Addendum A, p. 17-18, ¶(9) HRC is opposed to the use of any arrest as a basis to deny or terminate tenancy and requests language to this effect. See also HUD Notice PIH 2015-19.	References to arrest will be eliminated in accordance with new HUD guidelines.
72				Addendum A, p. 15, ¶5 HRC requests the opportunity to negotiate language regarding transfers as the result of domestic violence and/or consistent with VAWA.	The Landlord agrees to follow the transfer policy of CHA regarding transfers as a result of domestic violence.
73				Addendum A, p. 19, ¶11 HRC objects to the extent the Community Service Requirement is inconsistent with the Amended Consent Decree or other court orders or binding agreements.	Community Service is a HUD requirement. It is not a creation of the Horner Amended Consent Decree or the expired Horner Engagement Program. While there is currently no work requirement at Horner/Westhaven, the community service requirement is still in effect. 24 CFR 960.600.
74				Addendum B HRC is not in agreement with any non-smoking policy that is not specifically enacted to ensure compliance with binding federal, state or local law or HUD regulation. HRC is particularly opposed to, and does not agree to, any restriction of tenants to smoke within their own unit. Further, HRC notes that any such policy may violate the Amended Consent Decree, the Agreed Order entered on November 7, 2013, and/or other court orders that provide residents with a right to replacement housing or to occupancy of their unit.	Withdrawn
75				ACOP Page #23 In section (d), the language is ambiguous: is poor credit history not counted only for retail credit card accounts for \$1,000 or less, or for medical bills, student loans, telephone bills, cable bills, and retail credit card accounts for \$1,000 or less?	Medical bills, student loans, telephone bills and cable bills are disregarded. Retail credit card accounts for \$1000 or less are disregarded. Will change language to clarify.
76				Page #24 In section (g)(1), the ACOP says that anyone with a drug-related arrest pending resolution or a drug-related conviction may be refused occupancy. HRC is opposed to the use of any arrest as a basis to deny or terminate tenancy and requests deletion of same from the ACOP. See also HUD Notice PIH 2015-19.	Agreed
77				Page #36 The following language is inconsistent with the RAD Grievance Procedure which the HRC has agreed to, and HRC therefore requests deletion of same: "Evictions for any activity that threatens the health, safety or right of peaceful enjoyment of the premises, in addition to violent or drug-related criminal activity, or activity resulting in a felony conviction, are not eligible for the grievance procedure."	RAD Grievance Procedure is governing document.