

PROPOSED COMMUNITY SPACE GUIDELINES

I. OVERVIEW

The BHA believes that the use of the common areas or community space in its developments by and on behalf of the tenants increases the quality of life of the tenants and helps to further the goals and mission of the Housing Authority.

Brookline Housing Authority (“BHA”) establishes this Policy to facilitate the fair and safe use of common areas or community space in each of its public housing developments.

Any group or tenant that wishes to use common areas or community space under the terms of this policy shall complete and submit to the Housing Authority an application provided for such use. Such group or tenant shall be referred to in the policy as “Tenant” or “Authorized User”. Any tenant seeking to use community area or community space must be a resident of the building or development in which the activity will be scheduled unless otherwise approved by the Housing Authority.

Exterior common areas of its properties are not to be used in such a way that residents become “captive audiences” for activities and events not sponsored by the Housing Authority and are not deemed to further the goals and purpose of the BHA. The exterior common areas of BHA properties are not intended to be, and are not designated, public forums. Third parties may not utilize or have access to such areas for activities and events not officially sponsored or authorized by the BHA.

It shall be the policy of the BHA that building common areas are available to Tenants and Authorized Users to engage in activities permitted under this Policy and which will be consistent with the requirements of the BHA standard residential lease.

A Tenant, Tenant Guest, or Authorized User may not be denied use of a common area or community space because of race, color, creed, religion, national origin or ancestry, financial status, sex, sexual orientation, public assistance status, veteran status, marital status, disability, age, political or other affiliation.

To encourage a variety of activities and broader tenant participation, the BHA may limit the hours of operation, repetitive activities, activities that interfere with the health, safety or right to peaceful enjoyment of the premises by residents or activities that result in the exclusive use of the area or a portion of the area.

II. DEFINITIONS

The definitions in this Section apply only to this Policy.

- A. Common Area: Shared area including entryways, hallways, stairwells, balconies, lobbies, lounges, laundry rooms, parking lot, courtyards, grounds, community rooms, kitchens, certain storage rooms, restrooms and other similar shared areas. Each development or building may have different

Common Areas and the list above may not be all encompassing but is intended to provide examples.

- B. Community Equipment: Appliances, fixtures, utensils, televisions, other electronic devices, chairs, tables, lamps, and any other BHA property or materials found in a Common Area.
- C. Community Room: A room designated by BHA as a community room which is available to Tenants during hours of operation and may be scheduled for exclusive use for permitted activities. A community room may include but is not limited to TV rooms, multipurpose rooms, kitchens.
- D. Damage Deposit: A sum of money paid to BHA to assure the room is returned to the condition of prior to the event or use of a Community Room.
- E. Guest: A person who is on the premises with a Tenant's implied or express consent.
- F. Repeat User: An Authorized User who is scheduled more than 12 times per calendar year.
- G. Authorized User: A person or entity that has BHA's written approval for the exclusive use of a common area and who has completed all documents required by the BHA.
- H. Space Use Request / Permit Form: A form when approved by BHA permits an Authorized User the exclusive use of a common area.
- I. Tenant: A head of household or authorized household member of adult age who has a current BHA lease in good standing at one of the properties listed below. A person is only a tenant at the building or development where he/she resides.

III. ALLOWABLE USES

Community rooms shall be used for programs and activities conducted by community service agencies or residents/groups for the primary benefit of BHA residents, in accordance with all applicable laws and agency policies.

A. RESIDENT USE

Community rooms are available on weekends for resident use for closed family gatherings. Residents will have the opportunity to reserve community room space, if such space is available within the development where they are housed. If an event is open to the public, it is covered by the provisions of section B below. The Head of Household must book the CR and pay the necessary deposits in full when booking the room. The household must be in good standing and in compliance with all lease provisions to reserve the room.

B. COMMUNITY GROUPS

BHA community room facilities/properties may be requested for services and/or activities for the primary benefit of BHA residents and must promote the positive well-being of the community and the general welfare of BHA residents. Community room use should be limited to BHA residents unless special approval has been granted. Community groups should receive approval through the Property Manager who may need to consult the Director of Property Management or Director of Resident Services.

C. POLITICAL EVENTS

Political campaign events are generally not permitted unless sponsored by a neutral third-party entity for purposes of voter registration (not active filer with Massachusetts Office of Campaign and Political

Finance), or forums with all candidates invited and the BHA has approved of the event as non-partisan. Political postings are limited to designated bulletin boards.

D. REPEAT USERS

The BHA Resident Services Department in consultation with Property Management will negotiate space use or service agreements for Repeat Users as defined above. Property Management may refer vendors/providers or any other Repeat User to the Resident Services Department for contracting.

IV. PRIORITY FOR SCHEDULED USE OF A COMMUNITY ROOM:

Use of a community room and/or community equipment shall be prioritized as follows:

- A. General and primary elections and precinct caucuses in the building designated by the Brookline Town Clerk
- B. BHA;
- C. Resident service provider that has a service agreement with BHA;
- D. One-time or sporadic resident service provider without a service agreement with BHA;
- E. Family activity for the personal use of a Tenant approved by the BHA;
- F. Local Tenant Organization or other tenant organization recognized by the BHA.
- G. Neighborhood or Town non-resident organized groups approved by the BHA;
- H. Non-resident groups or private event hosted by a Tenant and approved by the BHA;

V. PROHIBITED USES AND ACTIVITIES

- A. Activities that are not for primary benefit and positive well-being of BHA residents.
- B. Any activity, behavior, or substance that violates the BHA lease.
- C. Political events, except as specified above.
- D. Private use by BHA staff, board members, or community members who are not residents of the development in which community room use is requested.
- E. Specialized high risk activities without special approval and proof of appropriate insurance.
- F. Fundraising and collection of funds.
- G. Any form of solicitation or petition unless expressly approved by the Director of Property Management.

VI. COMMUNITY ROOM SCHEDULING PROCEDURES

- A. The resident/group desiring use of the facility must make this request at the appropriate BHA property management office at least 14 business days in advance. Community groups should initiate the request through the Director of Resident Services. At or prior to that time, the resident/group shall be provided with a copy of the community space guidelines for review. Service providers who have a contract with BHA are exempt from this requirement.
- B. The property management office shall, if the proposed use is approved, schedule the requested date, jointly inspect the facilities, and execute the agreement between the resident/group and BHA.
- C. Prior to the event, the resident/group must sign an agreement form acknowledging acceptance of the guidelines and intent to comply fully.
- D. Residents signing the form shall be responsible for securing the facility. The resident signing the

form must be present during the complete timeframe involving use of the room. In the event BHA staff is required to open and/or close the facility, an additional amount will be charged to cover the Authority's costs.

- E. Hours of community room use for approved resident use, if available, shall be as follows:

Resident Use: Weekends Friday 6pm – 9pm, Saturday and Sundays 9am – 9pm, (2 hour prep time and 4 hour function time limit except 3 hours on Friday evenings).

Community Group Use: weekdays, 9am-5pm (unless otherwise authorized by Director of Property Management)

Community rooms will not be available during heat wave, public health emergencies, or building emergencies, construction, or renovations.

VII. DAMAGE DEPOSIT

- A. The Tenant or Authorized User will be responsible for damage to BHA property, clean-up expenses and repairs or replacement of Community Equipment, including keys.
 - 1. Tenants shall pay a refundable \$25 damage deposit where Tenant is Authorized User.
 - 2. Community groups will pay a non-refundable deposit of \$300 for each space request by check or money order. The costs of repairs and clean-up may be billed as an additional charge that must be paid prior to any subsequent request.
- B. No charge shall be made for Town departments offering services of primary benefit to residents except to cover extraordinary cost of janitorial services, if warranted. Fees may be waived for certain non-profit groups providing direct services of primary benefit to BHA residents if authorized by the Director of Resident Services; and/or where a partnership or other agreement exists.
- C. Persons or organizations using community room space must pay for the replacement or repair of any equipment or keys provided which are broken or lost as a result of the activity. Cost shall be determined by BHA management and first billed against the security deposit, and then posted as a CR damage charge on Tenant account, or to the responsible organization.

VIII. COMMUNITY ROOMS AUTHORIZED USE PROCESS

- A. Authorized Users shall submit their request to building management at least two weeks prior to the use. The request must detail the activities planned. Management will timely respond to the request.
- B. BHA management or designee will conduct a mandatory pre- event inspection and meeting with the Authorized User to review the rules for using the space and equipment. No activity will take place without the inspection and meeting.
- C. The keys for the community room must be obtained from the Property Manager at the commencement of the scheduled space use and returned upon completion of the activity.
- D. The Authorized User of a community room or community equipment may post appropriate notices on site bulletin boards if approved by the BHA. No other signs/flyers/notices are to be displayed on

the premises or the exterior of the premises without the written consent of the BHA.

- E. A non-tenant Authorized User of a community room must provide a Tenant or BHA staff member who must be present for the duration of the event and will let the group in/out of the building. The Authorized User must also ensure that no doors are propped open and no other security breaches occur.
- F. The Authorized User of a community room or community equipment must confine activity to the area(s) reserved.
- G. The Authorized User of a community room must supervise attendees and is responsible for the behavior of all guests. The Authorized User must be present for the duration of the event. The maximum number of people permitted in the reserved community room is the occupancy limits as specified by BHA in this document or otherwise noted on the approved request form.
- H. The Authorized User will ensure that the parking policy is followed along with all other building rules and lease terms.
- I. The Authorized User of a community room is responsible to secure/lock all community equipment used or accessed.
- J. Repeat Users of a Community Room shall provide comprehensive general liability insurance in the amount of \$1 million and must name BHA as an additional insured.
- K. Access arrangements: Any outside organization is responsible for making the necessary arrangements with the BHA regarding entry, clean-up and lock-up of community room.
- L. BHA Space Request Form, should be filled out in duplicate by the resident or responsible group. The original shall be retained at the management office, and a copy shall be given to the resident/users. Authorized Users shall submit their request to building management at least two weeks prior to the use. The request must detail the activities planned. Management will respond timely to the request.
- M. BHA shall furnish two (2) garbage bags, a broom, dustpan, mop and bucket.
- N. Property managers shall post the community room schedule one week prior to any scheduled use.

IX. COMMUNITY ROOM CLEAN-UP:

The Authorized User shall leave the space and community equipment in the same condition as during the pre-event inspection.

- A. Folding chairs and tables are to be set up and taken down by the Authorized Users and their designees.
- B. All kitchen equipment must be left clean.
- C. Stove top and oven, microwaves, countertops, table tops, sinks and chairs shall be cleaned;
- D. All items brought in for use during an activity must be removed following the activity; and
- E. The Authorized User shall sweep floors, wipe up spills and properly dispose of garbage in dumpster, all decorations and tape must be removed.

X. RULES AND CONDUCT

- A. SERVING OF ALCOHOLIC BEVERAGES OR ILLEGAL SUBSTANCES IS STRICTLY PROHIBITED.
- B. SMOKING IS PROHIBITED.
- C. RESIDENTS ARE RESPONSIBLE FOR THE CONDUCT OF PERSONS ATTENDING THE ACTIVITY.
- D. Decorations may be assembled and must be removed when the program is complete (Including

Scotch tape, balloons and crepe paper). The resident/users will be charged for damages, clean up, or removal of decorations.

- E. Authorized user must pay the cost of labor and materials required to restore the space to an acceptable condition.
- F. Floors must be swept and tables chairs put in their proper places after being wiped down with an soap or cleanser;
- G. All windows and doors must be closed and locked;
- H. Garbage/trash must be taken to the dumpster before closing;
- I. BHA shall not be responsible for incidents stemming from violation of this regulation. The resident and/or authorized user agrees to indemnify and hold BHA harmless in the event of any legal action pertaining to violation of any laws of Massachusetts, the Lease Agreement, this rule or other laws or regulations. Any resident found to have violated the rules will be deprived of further community building privileges by the BHA.
- J. Both management and the groups using the building shall check all safety provisions (i.e., marked exits, overcrowding, fire hazards, blocked exits, and location of fire extinguishers).
- K. Gambling of all types is prohibited.
- L. An inspection of the space shall be conducted by management, or its designated Representative, before and after each use of the facility. Management shall have responsibility for determining whether damages have been caused and whether satisfactory janitorial work has been completed by the resident/user. Return of the Facility in unsatisfactory condition shall cause the BHA to bill the resident.
- M. All equipment furniture, tables, chairs, etc. contained within the Community Room Shall remain inside the building and shall not be removed by residents or groups Utilizing the building/room.
- N. All Common Area activities shall be consistent with the requirements of the BHA standard residential lease and promote the health, safety and peaceful enjoyment of the premises by residents. The Code of Conduct shall include but is not limited to:
- O. No disruptive or loud activity or any other activity which adversely interferes with other permissible common area activity or residential enjoyment in other BHA spaces.
- P. Televisions, stereos and other electronic equipment with audio shall be operated at reasonable volumes at all times and at lower volumes between 10:00 p.m. and 8:00 a.m.
- Q. The Tenant who gave the original consent for a Guest to be on the premises must accompany the Guest at all times except for when the Guest is going to and from the Tenant's unit and the entry door. Violation of this clause will be grounds for the trespass of the Guest and may jeopardize the Tenant's tenancy.
- R. Tenants may have no more than five guests in a non-scheduled community room. BHA may reduce the number of guests allowed during non-scheduled times to ensure the right of peaceful enjoyment of the community room by all Tenants.
- S. No body washing other than hands;
- T. No sleeping or napping;
- U. No pornographic, offensive or degrading TV shows, magazines, movies or video games; or web sites.
- V. No activity in violation of local, state, or federal law and regulations and ordinances;
- W. No gambling in any form;

- X. No possession or use of alcoholic beverages or illegal drugs; and
- Y. All activities and conduct shall comply with the lease.

XI. TERMINATION OF COMMON AREA EXCLUSIVE USE:

If a Tenant, person, group, vendor, agency or any other user fails to abide by this Policy or his/her Lease, their reservation for use of the community space may be terminated and/or future use may be denied.

BHA may modify hours of operation or limit repetitive activities, activities that interfere with the health, safety or right to peaceful enjoyment of the premises by residents or activities that result in the exclusive use of the area or a portion of the area.

Community Space Guidelines FAQs for Residents 5/2/2023

This page summarizes frequently asked questions regarding the BHA community space policy.

1. Can I reserve a BHA community space for a family event such as a birthday or graduation party?

Yes. BHA residents may reserve designated community spaces for personal events on weekends provided that:

- You are a resident of the development where the community room is located.
- You are a tenant in good standing (no lease or community space violations; up-to-date with rent).
- You complete the community room request process and agree to all terms and conditions.

2. How do I reserve a community space for a personal event?

- Submit a community room request form with the property manager at your development.
- The property manager will review your eligibility and the space availability.
- If approved, pay the refundable damage deposit.
- Complete a walk through with the property manager.

3. How much is a damage deposit?

A damage deposit for a personal/family event (not affiliated with an organization, group, or campaign) is \$25. Community groups may be charged a \$300 non-refundable reservation fee per request. Deposits not forfeited will be returned upon inspection and photographing space within one week.

4. How can I get back my damage deposit?

You must restore the space to original condition, including wiping down tables, sweeping floors, returning furniture to original locations, removing any and all decorations or other items; properly disposing all trash in the dumpster, and securing/locking of all doors. On the next available business day, the property manager will inspect the space. You can then pick up your deposit from the property manager, less any deductions for damages.

5. How many people can I have at my event?

BHA residents may have no more than five guests in a non-scheduled community space. The specific capacity limit for scheduled activities varies; please check with your property manager for the limit at your property.

6. Can I host a community event with or for an organization I am a part of?

It depends. Community events that are associated with an organization, campaign, or group must be approved as a community, not personal, event. Such events must be for the *primary benefit* of BHA residents rather than the community at large or non-BHA residents. A damage deposit may be required. Town-sponsored activities are exempt from a deposit. Community event requests should be initiated with resident services department for consideration in coordination with property management, maintenance, and any other relevant departments.

7. What about cookouts and outdoor events?

Outdoor events and cookouts are considered community events and must go through community event approval process. Liability insurance, permit, and/or non-refundable deposit may be required.

8. Are there any restrictions on activities?

The following activities are prohibited:

- Smoking of any kind.
- Alcoholic beverages and illegal drugs.
- Loud music or disruptive noise.
- Harassing or threatening behavior.
- Pornographic or sexual activity.
- Solicitation

Physical activities for which there is a risk of injury
 Partisan Political campaigning.
 Any other activities in violation of BHA lease or community space policy.

OVERVIEW OF BHA COMMUNITY SPACES AND CAPACITY LIMITS (LAST UPDATED 5/2/2023)

Senior Properties	ATTENDEE LIMIT	Notes
50 Pleasant St. (Sussman)	0	<i>Not available during redevelopment</i>
61 Park St. Multipurpose Room	20	Not available before 11am (Meals on Wheels program)
90 Longwood Ave. (Morse)	30	Not available 10a-1:30p (Lunch program)
190 Harvard St (Kickham)	20	Not available 12p-1:30p [staff use]
Family Properties		
22 High St. community room	15	
Trustman: 15R Egmont St. ("Old Daycare")	25	
Egmont: 55A Egmont St. Community Room	15	Not available anytime Thursdays (Food Pantry)
High St. Veterans: 226 High St.	15	Not available Tuesdays after 1p or Wednesdays before 1p (Food Pantry)
Approved Partners Only:		
61 Park St. (O'Shea)	40	
Trustman Community Room	25	Must be monitored by BHA staff or designee
Trustman Family Learning Center	15	Must be monitored by BHA staff or designee
High St. Veterans Family Learning Center	20	Must be monitored by BHA staff or designee
22 High St. (outdoors)	50	
Trustman (outdoors)	50	
High St. Veterans (outdoors)	50	
Other:		