

CHAPTER 15: MAINTENANCE (30/90)(80/06)

15.1 RESPONSIBILITY:

The houses, along with the Maintenance Committee, shall supervise, operate, and/or maintain those properties which are assigned to them. The Maintenance Committee and individual houses bear responsibility for ensuring that the property under their control be properly maintained.

15.2 MAINTENANCE COMMITTEE: See SR 2.4

15.3 ADMINISTRATION OF BUDGET

15.3.1 MAINTENANCE FUND: (20/06)

15.3.1.1 MAJOR MAINTENANCE: Maintenance repair and replacement projects and items which preserve the structural integrity of existing buildings, building systems, correct Code violations, and protect member safety, as well as kitchen and laundry equipment, shall be funded wholly by the Maintenance Fund as approved by the Board of Directors. A comprehensive list of such items and projects shall be kept in the Maintenance Office. (80/06)

15.3.1.2 ANNUAL MAINTENANCE: The cost of materials needed for projects using house or ICC labor which preserve the structural integrity of existing buildings, building systems, equipment and grounds, correct Code violations, and protect member safety and comfort, shall be funded by the Minor Maintenance Fund as overseen by the Maintenance Staff.

15.3.1.3 TOOL CRIP EXPENDITURES: A limit of \$200 shall be placed on the purchase of any tool for the tool crib. These shall include: hand tools, yard tools, paint tools, power tools, and safety equipment. For purchases over \$200, the tool crib shall be required to submit a written proposal, following the maintenance policy guidelines for projects and approved by the maintenance committee. Items exempted from this purchasing limit shall include supplies made available for house purchases. These include: light bulbs, smoke detectors, batteries, first aid kits, flashlights, Plumb Clean, vacuum cleaner belts, and motor/pump bearing oil. (66/95) (20/03)

15.3.2 MAINTENANCE LOANS: When funds are available the Maintenance Committee may make a loan from the Maintenance Fund to a member house for the repair or replacement of entertainment equipment or for permanent improvements to the house.

15.3.2.1 No interest shall be charged on such loans.

15.3.2.2 No such loan may extend for a period of more than three years, with the exception of computer or computer equipment loans, which shall extend for no more than five years. (22B-95)

15.3.2.3 A schedule of prompt and full reimbursement must be agreed to by the house before any loan moneys are disbursed.

15.3.2.4 Review dates: loan money shall be available anytime during a given fiscal year.

15.3.2.5 Maximum loan amounts:

- A.** Any loan amounts over \$3,000 must be approved by the Board.
- B.** The total amount of outstanding loans may not exceed 1% of the ICC Budget.

15.4 MAINTENANCE POLICY MANUAL:

There shall be a Maintenance Policy Manual which shall be revised as needed by the Vice President for Maintenance, Vice President for Development, Staff, and/or other maintenance committee member upon approval of the Maintenance Committee. (29/03)

15.4.1 FUNDS ALLOCATION LISTS: A comprehensive list of items and projects that can be funded by the Minor Maintenance Fund shall be kept in the maintenance office and maintenance manual.

15.4.2 RESOURCES LIST: A list of Maintenance Resources shall be kept in the Maintenance Policy Manual.

15.4.3 MAINTENANCE PROBLEMS AND CORRECTIONS PERIOD LIST: A comprehensive list of maintenance problems and their corresponding corrections periods shall be kept in the Maintenance office and copies delivered by U.S. Mail to each respective House President and Maintenance Manager whenever a correction period occurs.

15.5 STANDARDS IMPLEMENTATION:

The various co-op houses of the ICC are self managing units which shall maintain there buildings to the standards set by the ICC Board of Directors.

15.5.1 PURPOSE: That the co-ops maintain the property under their control in a manner to insure and promote the safety and comfort of the members, the economic operation of the co-op, and to protect the assets of the ICC and the personal property of members.

15.5.2 STANDARDS: ICC Maintenance Standards must include:

15.5.2.1 The terms of the ICC Membership Contracts

15.5.2.2 Food Service Regulations as adopted by the Small Group Homes Food Service Committee, The University of Michigan Department of Occupational Safety and Environmental Health, the County of Washtenaw, and the State of Michigan.

15.5.2.3 The City of Ann Arbor Housing Code

15.5.3 HOUSE INSPECTIONS: Every year, each house will undergo either a city conducted inspection or a comprehensive inspection by an ICC staff member. The standards to which the ICC inspections will be conducted will be no lower than those described in SR 15.5.2. If a house is found to have an item or items which

do/does not meet these standards, the members of the house will be given an amount of time to correct this/these item(s) depending on the nature of the item(s) described in SR 15.5.2.

15.5.4 UPHOLDING STANDARDS

15.5.4.1 REPORTING PROBLEM CONDITIONS: The Maintenance Staff, upon observing conditions which are in violation of ICC Maintenance Standards or are, in the opinion of the Maintenance Staff, likely to endanger the safety, comfort, or property of the members of the ICC, the economic operation of the co-op, or the assets of the corporation, shall submit a written report to the house maintenance manager and the house president; this shall constitute a report to the members as well.

15.5.4.2 CORRECTION PERIOD: The correction periods for problem conditions shall consist of two weeks, one month, and two months from the time the condition was initially reported by the Maintenance Staff. The conditions which shall incur the corresponding correction periods are:

- A. TWO WEEK CORRECTION PERIOD:** Any acute condition which represents a serious threat to the safety, security and/or property of the members of the house and the ICC. Specific examples of such conditions shall be kept in the Maintenance Policy Manual.
- B. ONE MONTH CORRECTION PERIOD:** Any condition which threatens the property or comfort of the members of the co-op or violates standards without being related to safety or the deterioration of the building. Specific examples of such conditions shall be kept in the Maintenance Policy Manual.
- C. TWO MONTH CORRECTION PERIOD:** Any condition which, in the opinion of the Maintenance Committee, jeopardizes the appearance or economic operation of the co-op, requires substantial planning or lead time to repair, or otherwise represents a condition of non-urgent nature. Specific examples of such conditions shall be kept in the Maintenance Policy Manual.

15.5.4.3 CORRECTION OF PROBLEM CONDITIONS:

- A. RESPONSIBILITY FOR CORRECTION:** It shall be the house's responsibility to correct problem conditions within the designated correction period.
- B. APPEAL:** Any co-op shall retain the right to appeal the Maintenance Staff's assessment of a condition and the corresponding correction period, if not specifically listed in the Maintenance Policy Manual, to the Maintenance Committee.
- C. INSPECTION AND REPORTING:** When the designated correction period has elapsed, the Maintenance Staff shall re-inspect, or by other means ascertain whether the cited conditions have been corrected; these results shall be indicated in a report to

the house. If conditions exist that have not been corrected, copies of the report shall also be given to the house president and the Maintenance Committee.

- D. CORRECTION PERIOD EXTENSIONS:** Should a re-inspection reveal that the conditions cited in the report have not been corrected and a petition of extension has not been accepted. The house will be charged for the repairs. The Maintenance Staff must inform the house maintenance manager and the house president of the correction period and of the consequences of the houses failure to complete the correction before the time period has elapsed.
- E. PETITION FOR EXTENSION OF CORRECTION PERIOD:** Extension of correction periods of 5 days (2 week period), 10 days (1 month period), or 21 days (4 month period) must be submitted by a representative of the house no later than 4 days prior to the end of the correction period. The Maintenance VP, Maintenance Staff, and the Devo VP will review the petition for seriousness of the correction, if any work has been done or is in process, and the scope of the correction. The Maintenance VP, Devo VP, and maintenance staff will vote to decide to extend correction periods. (42/03)
- F. APPEALS OF PETITION FOR EXTENSION OF CORRECTION PERIOD:** Appeals of decision regarding petition will be handled by the Development committee. It must be a written appeal that is submitted to the Chair of the Development committee. The Chair of the development committee must notify the maintenance office once a petition is received. Unless the correction poses an immediate threat to the house of its property, an automatic extension until a development committee decision (no longer than 7 days) will be granted. (42/03)
- G. NON-COMPLIANCE:** If the extension period for any condition requiring correction elapses without that condition being corrected, the Maintenance Staff shall have the power to contract out, or by any other reasonable means accomplish the corrections of problem conditions. Twice the cost of labor (including the time of the Maintenance Staff) that could have been done by house labor may be directly assessed to the house as determined by the Development Committee.
- H. FINE FOR HINDRANCE:** The house may not hinder the efforts of the Maintenance Staff to correct the cited conditions following the elapse of any correction extension period, under threat of a fine imposed by the Development Committee.
- I.** The house may first appeal the assessed fine to the Development Committee within one month of the original decision. The appeal must be in written form and state specifically what it is appealing. If the Development Committee denies the appeal, the house may

then appeal directly to the Board of Directors within 30 days of the denied appeal.

15.5.5 EMERGENCY MAINTENANCE CONDITIONS:

- 15.5.5.1** Any maintenance condition which effects the equipment, or structural integrity of a house in a manner which places the house or its members in immediate danger, which causes a room to become uninhabitable or which otherwise causes unacceptable discomfort, shall be considered an emergency maintenance condition warranting direct action.
- 15.5.5.2** If such a condition occurs, the house maintenance manager, or other appropriate officer, must report the condition to the Maintenance Staff or the Vice President for Maintenance and follow their guidance. If the Maintenance Staff and the Vice President for Maintenance are unavailable, the maintenance manager (or appropriate officer) should, after consultation with their house president, use their own discretion in solving the problem.
- 15.5.5.3** In cases where a house fails to act on repairs or to report on the problem, any loss of ICC charges revenue and any additional repair expenses caused by neglect may become an expense to the house, as determined by the Development Committee.

15.6 MEMBER ROOM FURNITURE:

In order to insure that members have the furniture guaranteed to them in the ICC Member Contract, the following shall be done on an annual basis: (46/89) (21/03)

- 15.6.1** Upon contract signing members will fill out a form specifying whether they want a bed, desk, dresser or chair for the following year.
- 15.6.2** The president or appropriate officer and maintenance manager of each house take an inventory of all viable beds, desks, dressers and chairs designated for member rooms and submit it to the Maintenance Director.
- 15.6.3** Bedroom desks, dressers and chairs may be purchased by the individuals authorized by the house. Members must turn the receipt in to the Maintenance Director for reimbursement. Members must not spend any more than \$100.00per item.
- 15.6.4** Beds, frames and mattresses are purchased through the maintenance office only. Any other purchases not through the office will not be covered by maintenance funds.
- 15.6.5** All other Furniture purchases will have to be brought in the form of a project for maintenance committee approval.

15.7 ROOF POLICY:

It is a safety hazard for members to be on house roofs. In addition, wear and tear can lead to costly roof damage. (65-94) (31/03): Therefore:

- A.** No member is to be on any roof not approved by the city as a porch or deck space except for maintenance purposes.

- B. In addition, other items that can cause damage such as furniture should not be placed on roofs. Further, the ICC assumes no responsibility for personal injury resulting from being on a roof. Persons in official ICC positions including house officers and all ICC members are responsible for the implementation and enforcement of this policy.
- C. The maintenance policy manual provides information outlining potential hazards and damages to roofs caused by members and furniture.
- D. All damage caused to roofs due to unauthorized use shall be considered damage caused by abuse, misuse, or neglect and will be reviewed by the Development committee. (See SR 17.5) (59/05)
- E. After one warning per contract period per house, if anyone is found to have gone on to their roofs in violation of this policy the house will be automatically fined \$100 (or \$50 + 5 hours of labor) per incident. (60/03)

15.8 UNINHABITABLE ROOMS: (9*42/97)

15.8.1 DEFINITION AND DECISION: An uninhabitable room is one in which a maintenance problem is severe enough that a reasonable person would not live in that room or that is uninhabitable according to city code. The Maintenance Staff may decide that a room is uninhabitable. A room will also be considered uninhabitable if so determined by city inspectors. A member may appeal the decision of the Maintenance Staff to the Maintenance Committee. If a member feels a room is substandard but not uninhabitable they may petition the Contract Release Committee.

15.8.2 RESULTS: Member(s) living in a room which is declared uninhabitable must move out of that room. Until the room is declared habitable, no one may live in that room.

- A. If there is an available space(s) in the house, the member(s) will move to those space(s).
- B. If there is not an available space(s) in the house, the member(s) has the right to live in another space in the ICC. The member(s) can choose from any available space in the ICC and shall bypass any waitlists.
- C. If there is not space(s) in the house and the member(s) do not wish to move to another house in the ICC, the member(s) will automatically be released from their contract(s).
- D. Member(s) of the house may “double up” or increase the capacity of another room in which case the house shall not be assessed ICC Charges for that member(s) until the original room is no longer uninhabitable or members are not “doubling up.” Unless the members of the “doubled” up room specify otherwise, ICC Charges will be split evenly among all the members of the room. However, “doubling up” may not violate any City of Ann Arbor codes.

15.8.3 RESPONSIBILITY FOR CHARGES: If a room is uninhabitable and unoccupied, the ICC shall be responsible for the ICC Charges for that room. The ICC will pay the gas and electricity charges to the house for the members that were released from their contracts above.

15.9 HOUSE REFERRAL STATUS FOR MAINTENANCE:

This is an interpretation of Bylaw 6.2 which states, “The government and administration of the several Co-ops shall be left to the members of the respective Co-ops insofar as their actions do not jeopardize the interests of the membership as a whole or the interests of other co-ops. House Referral Status establishes guidelines and criteria for when and how the Maintenance Committee/Maintenance Team/ Maintenance Chair shall be empowered to interfere in the internal operations of a house. In other words, these are guidelines and criteria under which the maintenance committee believes must be taken in the interest of the ICC as a whole. Any member(s) can request that the maintenance committee consider House Referral Status for a house. The ICC Board of Directors and the Coordinating committee may also make such a request.

15.9.1 CONDITIONS WHEN HOUSE REFERRAL STATUS MAY BE

ENACTED: When considering placing a house on House Referral Status for Maintenance, a warning letter will be sent to the House President(s) and any other necessary officer or member informing them that the Maintenance Committee is contemplating House Referral Status for their house.

- A.** When the amount of needed repairs not covered in the budgeting plan for major maintenance exceed 10% of the assessed value of the house; and/or
- B.** When there is a consistent pattern of damage caused by abuse, misuse, or neglect of ICC property; and/or (59/05)
- C.** When there is a consistent failure to complete repairs within the prescribed correction periods (SR15.5.4.2); and/or
- D.** When there is a clear and present danger for members of the house and/or ICC or member property caused by the failure to meet the 2 week correction periods (SR 15.5.4.2); and/or
- E.** When there is a clear and present danger for members of the house and/or ICC or members property caused by damage caused by abuse, misuse, or neglect. (59/05)

15.9.2 CONDITIONS WHEN HOUSE REFERRAL STATUS WILL AUTOMATICALLY BE ENACTED:

- A.** When the house fails the second inspection by the city of Ann Arbor; and/or (21/06)
- B.** When the house is warned by the city/state/county/federal official that all or part of the house will be shut down. The maintenance committee must meet within 3 weeks of such enactment; and/or (80/04)
- C.** The house’s estimated repairs not covered in budgeting for major maintenance exceed 25% of assessed value until the next Maintenance committee meeting, where the committee must make a decision. The maintenance committee must meet within 3 weeks of such enactment.

15.9.3 EFFECTS WHEN HOUSE REFERRAL STATUS IS ENACTED:

- A.** Maintenance committee and/or Maintenance team can recommend to the Membership committee to put people(s) on referral; and
- B.** Maintenance committee can bring projects without approval or consent of the house; and

- C. Maintenance team can bring in contractors to repair items at house's expense in accordance with the policies set forth in the Maintenance Policy Manual; and or
- D. Maintenance team can bring in contractors to complete repair items cited by the city inspectors at house's expense; and
- E. Maintenance committee can assess fines to members in accordance with the Maintenance policy.
- F. All subsequent city inspections shall be charged to the house. (21/06)

15.9.4 CONDITIONS WHEN HOUSE REFERRAL STATUS IS NO LONGER NEEDED: (36/03)

- A. The house is brought up to compliance with city code and:
 - 1. The majority of the maintenance committee feels that a long term solution to the problem within the house has been adequately established or
 - 2. Through a Board passed proposal

15.9.5 CONDITIONS WHEN HOUSE REFERRAL STATUS IS AUTOMATICALLY REPEALED: (36/03) (80/04) If the house was automatically placed on House Referral Status (see SR 15.92) then House Referral Status will be repealed when the house passes the appropriate inspection and is brought up to compliance with the city and health code.