

**Homeless Continuum of Care of Stark County**

**Board of Directors Meeting**

**June 9, 2015**

**9:30 am at the Sisters of Charity Foundation**

**MEMBERS PRESENT**

John Aller  
Mike Cody  
Tim Corbi  
Lynne Dragomier  
Amanda Fletcher  
Cathy Jennings  
Dave Kaminski

Natalie McCleskey  
Beth Pearson  
Kelly Perry  
Nedra Petro  
Jeff Shultz  
Shirene Starn-Tapyrik  
Jean Van Ness

**EXCUSED**

Vicki Conley  
Maria Heege  
Beverly Jordan  
Lisa Miller

**SOCF STAFF**

Shannon McMahon Williams

**I. Welcome/Conflict of Interest Reminder/Approval of May Minutes**

At 9:32 a.m., Jean called the meeting to order, welcomed everyone, and reminded everyone of the Conflict of Interest policy.

**Motion:** Jean requested a motion to approve the May Board meeting minutes, which had been distributed to the Board via email prior to the meeting. Jeff made the motion, Amanda seconded it, and the motion was approved by all except Mike, who abstained.

Jean announced that Tim will be leaving the Board after today's meeting. He has recommended a replacement from the Veterans Service Commission, and the Executive Committee will examine that individual for candidacy on the Board. Jean thanked him for his service on the Board and his recommendation, and expressed her regret to be losing him.

**II. Discussion of System Performance Recommendation for Use of Reallocated CoC Funds**

Through an email vote after its May meeting, the Board approved two recommendations from the System Performance Committee regarding the use of the CoC funds that were being reallocated from the two remaining CoC-funded transitional housing projects in the county and the use of the City of Canton's balance of 2015 Emergency Solutions Grant (ESG) funding. The recommendations were as follows:

1. The System Performance Committee recommends the reallocation of funding from the two CoC-funded Transitional Housing projects to new Permanent Supportive Housing for the chronically homeless with the longest length of time homeless.
2. The System Performance Committee recommends to the City of Canton that un-awarded ESG funds be offered to a new RRH project that will serve those who are chronically homeless with the longest length of time homeless.

Since their approval, however, it has come to Jean's attention that these recommendations are at variance with both HCCSC's current prioritization rules and HUD's Interim rule, which do not specify that those with the longest length of time homeless can be prioritized first. The Board discussed Jean's concern that the recommendations' targets are too stringent and her proposal that the Board formulate new recommendations that are consistent with HCCSC's established guidelines.

Shirene Starn-Tapyrik arrived at the meeting at this time.

**Motion:** Jean moved to approve the reallocation of funding from the two CoC-funded Transitional Housing (TH) projects to new Permanent Supportive Housing (PSH) for the chronically homeless. Beth seconded the motion.

John Aller arrived at the meeting at this time.

**Vote:** Jean requested the final vote, and the motion passed unanimously.

**Motion:** Jean moved to recommend to the City of Canton that the un-awarded ESG funds be offered for Rapid Re-Housing projects that will prioritize the chronically homeless. Lynne seconded the motion and it passed unanimously.

### **III. Discussion of and Vote to Approve Emergency Transfer Plan for Victims of Domestic Violence**

The 2013 reauthorization of the Violence Against Women Act (VAWA) requires that, like public housing authorities and Section 8 programs, all HUD-funded housing programs provide emergency transfers to tenants who were victims of domestic violence in situations where the tenants feel that they are at risk for further violence in their current units or have suffered violence in their current units within last 90 days. HUD issued proposed regulations regarding this rule on April 1, 2015, and a consultant from the Corporation for Supportive Housing (CSH) recommended that HCCSC adopt these regulations using HUD's model.

A document entitled "Homeless Continuum of Care of Stark County's Emergency Transfer Plan for Victims of Domestic Violence" was distributed via email to the Board prior to the meeting (see Appendix A). Jean developed the plan based on HUD's model and subsequent feedback from HCCSC housing providers.

Discussion about the proposed plan ensued. The Board noted a small typo and requested that any references to HUD's proposed regulations in the document make it clear that those regulations are not yet final.

**Motion:** Shirene moved to approve the "Homeless Continuum of Care of Stark County's Emergency Transfer Plan for Victims of Domestic Violence" with the noted changes. Tim seconded the motion and it passed unanimously.

#### IV. OHFA Application Update and Vote to Approve ICAN Application for OHFA Funding

Amanda, Shirene, and Cathy left the room at this time.

Natalie provided the following updates regarding the status of agencies' applications to OHFA:

- Community Services of Stark County (CSSC) applied for \$90,000 from OHFA to install solar panels for energy efficiency at the Family Living Center. At the request of the OHFA representatives who visited the Center, CSSC is working to obtain certifications from roofing, insulation, and electrical professionals to ensure that these systems will be able to support the panels. OHFA indicated in writing that if the professionals deem the structure insufficient, it will allow the Center to adjust its grant and use the request for other necessary renovations.
- Coleman has secured a new location in Massillon for its project for transitional age youth and is awaiting final approval after public hearings facilitated by the Massillon Planning Commission. Stark County Regional Planning Commission will submit Coleman's application before the June 30 deadline and will forward the remaining approval letter as soon as it is received.

A document entitled "Summary of ICAN Application to OHFA" was distributed to the Board via email prior to the meeting (see Appendix B). During the Board's discussion of the summary, the following points were raised:

- The provided document does not follow the template that previous OHFA applicants were required to utilize; however, the document is only a summary of the full application that ICAN will submit to OHFA if it is approved by the Board. In fact, ICAN has already submitted its completed full application to the Regional Planning Commission. In addition, the previous applicants' full applications were never forwarded to the Board for its approval; thus, the Board is receiving the same amount of information on ICAN's project as it did on the previous applicants' projects.
- ICAN submitted an application in response to HCCSC's invitation to do so in order to ensure that Stark County did not leave funds unused. Due to the tight deadline, Stark County risks losing the OHFA funding entirely if ICAN's application is not approved.
- The Mental Health and Recovery Services Board funds supportive services at Basic Accommodations. Although there have been discussions between ICAN and MHR SB about converting Basic Accommodations from a safe haven to permanent supportive housing, regardless of how the property is used in the future the renovations for which funding is being requested will be necessary.
- If ICAN's application is approved by the Board, there is very little chance that OHFA will not fund it, according to Beth and Natalie. They will ensure that the application is satisfactory before sending it to OHFA.

**Motion:** Lynne moved to approve ICAN's application for OHFA funding with the understanding that Beth and Natalie will give the application the same in-depth review that they and the Recipient Approval and Evaluation Committee gave to the previous applications for this funding. Mike seconded the motion and it passed unanimously.

## V. Discussion of and Vote to Approve ODSA Applications

Dave Kaminski arrived at the meeting at this point.

YWCA is applying this year for two grants from Ohio Development Services Agency (ODSA) to support its New Beginnings PSH program and Emergency Homeless Shelter. Two documents detailing YWCA's applications to ODSA, entitled "ODSA Homeless Crisis Response Program" and "ODSA New Beginnings Housing Summary," were distributed to the Board via email prior to the meeting.

During its discussion about the New Beginnings PSH program, the Board considered:

- Currently, the project contains both CoC-funded PSH and TH units. However, with the Board's recent decision to reallocate CoC funds from TH to new PSH projects for the chronically homeless, the TH units will be converted to PSH units.
- Scott Gary from ODSA spoke favorably of converting New Beginnings TH units into PSH units during a meeting with Natalie and many shelter and housing providers. He indicated that applications for PSH projects will likely score higher than those for TH projects.
- YWCA is still developing a plan for the TH units' conversion to PSH, including the renovations and phasing out of the current TH clients. The agency will look into other funding streams to support the conversion to single units and other necessary updates.
- As a PSH project, New Beginnings will be better positioned to address HCCSC's current need for housing for chronically homeless singles. Recently, the project's TH units have faced occupancy issues.
- The staff at New Beginnings has experience operating PSH and collaborates well with other agencies.

**Motion:** Dave moved to approve YWCA's application to ODSA for funding for New Beginnings PSH. Amanda seconded the motion and it passed unanimously.

During its discussion about YWCA's Emergency Shelter, the Board considered:

- The shelter will also be better positioned to address the need for units for homeless singles by increasing the number of units for which it prioritizes singles from 26 to 32.
- YWCA will work to keep intact those families who present as intact for housing.
- YWCA may be taking a risk by requesting an increase in funding without expanding its program at a time when ODSA has cut funding for many program types. The Board inquired specifically about the loss of points that YWCA's application may incur. While the Board agreed that YWCA most likely considered this before requesting the increase, it nonetheless requested that YWCA be made aware of its concern.

**Motion:** Mike moved to approve YWCA's application to ODSA for funding for its Emergency Homeless Shelter with the understanding that YWCA will evaluate the risk of losing points on the application's score by requesting an increase. Lynne seconded the motion and it was approved unanimously.

## **VI. Discussion about Future of HCCSC and Community Event**

The community summit to discuss the future of HCCSC will most likely take place on Thursday, September 10, based on Board members' availability and relevant community calendars. Vicki, Lynne, and Jean have spoken to representatives from the City of Canton, the City of Alliance, the county commissioners' office, and Corporation for Supportive Housing (CSH) to request their attendance, and asked for suggestions from the Board regarding representatives from the City of Massillon. They have begun to sketch the agenda for the day.

Jean then reminded the Board that Katie Kitchin (from CSH) had recommended that HCCSC establish a new 501(c)(3) to govern all CoC activities in the future. She requested that the Board consider whether (1) it should make a firm decision favoring or opposing Katie's recommendation before September 10 and announce that decision at the summit, and (2) what information it would need to make a decision. During the ensuing discussion, the Board:

- Requested information about (a) structures of and funding for CoCs governed by 501(c)(3)s in other communities like ours, (b) how other counties in Ohio (including Summit and Cuyahoga) govern their CoCs, and (c) "best practices" of CoC structures across the country. They requested this information to make their decision, to share with key constituents prior to the summit, and to present at the summit;
- Suggested inviting Barbara Poppe, former executive director of the United States Interagency Council on Homelessness and the Franklin County Community Shelter Board, to speak to the Board and/or at the summit;
- Stressed the importance of (a) doing its due diligence to select a course of action based on our community's uniqueness and (b) garnering support from relevant agencies; and
- Proposed setting a deadline for the end of August to make its decision in order to share that decision with constituents at the summit.

The Board reached a general consensus that, with the requested information mentioned above, it could discuss scrupulously the issue of establishing a new 501(c)(3) to govern the CoC at its July meeting and reach a decision at its August meeting in order to present that decision at the summit in early September.

## **VII. Questions/Comments on Board Updates**

- Jean has begun attaching notes from conversations with CSH consultants and other meetings as appendices to the monthly Board updates. These are meant to serve as background information to familiarize the Board with issues that HCCSC is exploring.
- From now on, previous Board meeting minutes will have relevant documents (including documents voted on by the Board) attached to them when they are posted on the website.

## **VIII. Old Business**

### **A. Update on Alliance for Children and Families' OHFA Application**

An OHFA representative informed Shirene that they were unable to review ACF's application in June and will try to review it in July or August. Shirene also shared that the Jeffreys Company has been very supportive of ACF's work.

**B. Guidance Needed about Matching and Leveraging Funds**

Some CoC-funded projects have expressed how challenging it is to find matching funds or leverage dollars, especially with HUD's increased particularity regarding requirements and uses for these funds.

**IX. New Business**

**A. Outreach Research Report written by Natalie**

The outreach research report provided to the Board is a work-in-progress.

**B. Updates on Timeline for CoC Application Notice of Funding Availability (NOFA)**

A consultant from HUD's technical assistance program informed Jean and Natalie that the NOFA could come out in late June, which would be before the next Board meeting. Eager to let HCCSC agencies begin entering their applications into e-snaps (HUD's electronic grants management system) as soon as it is available, Jean and Natalie asked the Board to consider conducting an email vote to approve the Recipient Approval and Evaluation Committee's recommendations on applications for the two agencies proposing new PSH programs with the funds reallocated from TH.

In addition, HUD has confirmed that Basic Accommodations' units with shared configurations could be considered PSH, if ICAN decides to apply for Basic as PSH and convert it from a safe haven to PSH. The Board had previously approved Basic to apply as a safe haven, and so it would need to vote to approve Basic to apply as a PSH.

**Motion:** Dave moved to approve (1) an email vote by the Board between its meetings on recommendations from the Recipient Approval and Evaluation Committee regarding the applications from ACF and YWCA for PSH projects, in order to authorize them to submit applications to HUD for CoC funding and (2) an email vote by the Board to approve Basic Accommodations' reapplication as PSH instead of a safe haven. Jeff seconded the motion and it was approved by all except Cathy, Amanda, and Shirene, who abstained.

**X. Adjournment**

There being no further business, the meeting was adjourned at 11:02 a.m.

## Homeless Continuum of Care of Stark County's Emergency Transfer Plan for Victims of Domestic Violence

### Emergency Transfers

The Homeless Continuum of Care of Stark County (HCCSC) is concerned about the safety of the tenants of the housing programs within its geographic area that are funded by Continuum of Care (CoC) Grant funds and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), CoC-funded programs<sup>1</sup> providing permanent housing or transitional housing, except safe havens, must allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability of a housing program to honor such a request for tenants currently receiving rental assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the housing provider has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer; the documentation needed to request an emergency transfer; confidentiality protections; and how an emergency transfer may occur. In addition, it provides guidance for tenants on safety and security. The plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency which ensures that HCCSC and the CoC-funded providers within its geographic area are in compliance with VAWA.

### Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L (a copy of which is attached), is eligible for an emergency transfer, if:

- The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit; or
- The tenant is a victim of a sexual assault, and the sexual assault occurred on the premises within the 90-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

### Emergency Transfer Request Documentation

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<sup>1</sup> For purposes of this plan, "CoC-funded housing programs" include programs that used CoC grant funds for acquisition, rehabilitation, new construction, leasing, rental assistance, or operating costs.

To request an emergency transfer, a tenant must notify the housing program's administrator or manager and submit a written request for a transfer to that individual. The tenant's written request for an emergency transfer should include either:

1. A statement expressing why the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains in the same dwelling unit assisted under the housing provider's program; or
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-day period preceding the tenant's request for an emergency transfer.

The housing program may request additional documentation from a tenant in accordance with the documentation policies of HUD's regulations at 24 CFR part 5, subpart L.

#### **Confidentiality**

The housing program will keep confidential any information that the tenant submits in requesting an emergency transfer, unless the tenant gives the housing program written permission to release the information or disclosure of the information is required by law or in the course of an eviction or termination proceeding. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person or persons that committed the act or acts of domestic violence, dating violence, sexual assault, or stalking against the tenant.

#### **Emergency Transfer Timing and Availability**

The housing program cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, the housing program will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to the availability and safety of a unit. If the housing program does not expect to have another unit available within a reasonable period of time, it will contact other housing programs in the area to determine whether they have an available unit. If a unit is available, the tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant is being transferred.

#### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe. The tenant is encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Attachment A: Copy of HUD's VAWA regulations

Attachment B: Local organizations offering assistance to victims of domestic violence.

## ATTACHMENT A

17566 Federal Register / Vol. 80, No. 62 / Wednesday, April 1, 2015 / Proposed Rules

Authority: 42 U.S.C. 1437a, 1437c, 1437d, 1437f, 1437n, 3535(d), Sec. 327, Pub. L. 109-115, 119 Stat. 2936, and 42 U.S.C. 14043e *et seq.*, Sec. 601, Pub. L. 113-4, 127 Stat. 101.

■ 2. Revise Subpart L to read as follows:

**Subpart L—Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

Sec.

5.2001 Applicability.

5.2003 Definitions.

5.2005 VAWA Protections.

5.2007 Documenting the occurrence of domestic violence, dating violence, sexual assault, or stalking.

5.2009 Remedies available to victims of domestic violence, dating violence, sexual assault, or stalking.

5.2001 Effect on other laws.

**§ 5.2001 Applicability.**

(a) This subpart addresses the protections for victims of domestic violence, dating violence, sexual assault, or stalking who are applying for, or the beneficiary of, assistance under a HUD program covered by the Violence Against Women Act (VAWA), as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e *et seq.*) ("covered housing program," as defined in § 5.2003). Notwithstanding the title of the statute, victims are not limited to women but cover all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, sexual orientation, disability, or age.

(b)(1) The applicable assistance provided under a covered housing program generally consists of two types of assistance (one or both may be provided): Tenant-based rental assistance, which is rental assistance that is provided to the tenant; and project-based assistance, which is assistance that attaches to the unit in which the tenant resides. For project-based assistance, the assistance may consist of such assistance as operating assistance, development assistance, and mortgage interest rate subsidy.

(2) The regulations in this subpart are supplemented by the specific regulations for the HUD-covered housing programs listed in § 5.2003. The program-specific regulations address how certain VAWA requirements are to be implemented and whether they can be implemented (for example, reasonable time to establish eligibility for assistance as provided in § 5.2009(b)) for the applicable covered housing program, given the statutory and regulatory framework for the program. When there is conflict between the regulations of this subpart and the program-specific regulations, the

program-specific regulations govern. Where assistance is provided under more than one covered housing program, the covered housing program that provides the greatest protection to victims of domestic violence, dating violence, sexual assault, or stalking governs.

**§ 5.2003 Definitions.**

The definitions of *PHA*, *HUD*, *household*, and *other person under the tenant's control* are defined in subpart A of this part. As used in this subpart L:

*Actual and imminent threat* refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

*Affiliated individual*, with respect to an individual, means:

(1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent to a child (for example, the affiliated individual is a child in the care, custody, or control of that individual); or

(2) Any individual, tenant, or lawful occupant living in the household of that individual.

*Bifurcate* means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

*Covered housing program* consists of the following HUD programs:

(1) Section 202 Supportive Housing for the Elderly (12 U.S.C. 1701g), with implementing regulations at 24 CFR part 891.

(2) Section 811 Supportive Housing for Persons with Disabilities (42 U.S.C. 8013), with implementing regulations at 24 CFR part 891.

(3) Housing Opportunities for Persons With AIDS (HOPWA) program (42 U.S.C. 12901 *et seq.*), with implementing regulations at 24 CFR part 574.

(4) HOME Investment Partnerships (HOME) program (42 U.S.C. 12741 *et seq.*), with implementing regulations at 24 CFR part 92.

(5) Homeless programs under title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360 *et seq.*), including the Emergency Solutions Grants program (with implementing regulations at 24 CFR part 576), the Continuum of Care program (with implementing regulations at 24 CFR part 578), and the Rural Housing Stability Assistance program (with regulations forthcoming).

(6) Multifamily rental housing under section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)) with a below-market interest rate (BMIR) pursuant to section 221(d)(5), with implementing regulations at 24 CFR part 221.

(7) Multifamily rental housing under section 236 of the National Housing Act (12 U.S.C. 1715z-1), with implementing regulations at 24 CFR part 236.

(8) HUD programs assisted under the United States Housing Act of 1937 (42 U.S.C. 1437 *et seq.*); specifically, public housing under section 6 of the 1937 Act (42 U.S.C. 1437d) (with regulations at 24 CFR Chapter IX), tenant-based and project-based rental assistance under section 8 of the 1937 Act (42 U.S.C. 1437f) (with regulations at 24 CFR chapters VIII and IX), and the Section 8 Moderate Rehabilitation Single Room Occupancy (with implementing regulations at 24 CFR part 882, subpart H).

(9) The Housing Trust Fund (12 U.S.C. 4568) (with regulations forthcoming).

*Covered housing provider* refers to the individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagees, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities. The program-specific regulations for the covered housing programs identify the individual or entity that carries out the duties and responsibilities of the covered housing provider as set forth in part 5, subpart L. For any of the covered housing programs, it is possible that there may be more than one covered housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a covered housing provider, the covered housing provider may not always be the same individual or entity.

*Dating violence* means violence committed by a person:

(1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship;
- (ii) The type of relationship; and
- (iii) The frequency of interaction between the persons involved in the relationship.

*Domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "intimate partner" is defined in 18 U.S.C. 2266 and the term "crime of violence" is defined in 18 U.S.C. 16.

*Sexual assault* means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

*Stalking* means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for his or her safety or the safety of others; or
- (2) Suffer substantial emotional distress.

*VAWA* means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

#### § 5.2005 VAWA protections.

(a) *Notice of occupancy rights under VAWA, and certification form.* (1) The following notice and certification form must be provided by a covered housing provider to each of its applicants and to each of its tenants:

(i) A "Notice of Occupancy Rights under VAWA," as prescribed and in accordance with directions provided by HUD, that explains the VAWA protections under this subpart, including the right to confidentiality, and any limitations on those protections; and

(ii) A certification form, in a form approved by HUD, to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking, and that:

(A) States that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking;

(B) States that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection under this subpart meets the applicable definition for such incident under § 5.2003; and

(C) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide.

(2) The notice required by paragraph (a)(1)(i) of this section and certification form required by paragraph (a)(1)(ii) of this section must be provided to an applicant or tenant no later than at each of the following times:

- (i) At the time the applicant is denied assistance or admission under a covered housing program;
- (ii) At the time the individual is provided assistance or admission under the covered housing program; and
- (iii) With any notification of eviction or notification of termination of assistance.

(3) The notice required by paragraph (a)(1)(i) of this section and the certification form required by paragraph (a)(1)(ii) of this section must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13186 (Improving Access to Services for Persons with Limited English Proficiency, signed August 11, 2000, and published in the *Federal Register* on August 16, 2000 (at 65 FR 50121)).

(b) *Prohibited basis for denial or termination of assistance or eviction—*(1) *General.* An applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

(2) *Termination on the basis of criminal activity.* A tenant in a covered housing program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

- (i) The criminal activity is engaged in by a member of the household of a tenant or any guest or other person under the control of the tenant, and
- (ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic

violence, dating violence, sexual assault or stalking.

(c) *Construction of lease terms and terms of assistance.* An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

(1) A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or

(2) Good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

(d) *Limitations of VAWA protections.*

(1) Nothing in this section limits the authority of a covered housing provider, when notified of a court order, to comply with a court order with respect to:

(i) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or

(ii) The distribution or possession of property among members of a household in a case.

(2) Nothing in this section limits any available authority of a covered housing provider to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the covered housing provider must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

(3) Nothing in this section limits the authority of a covered housing provider to terminate assistance to or evict a tenant under a covered housing program if the covered housing provider can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the covered housing provider would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the standards provided in the definition of "actual and imminent threat" in § 5.2003.

(4) Any eviction or termination of assistance, as provided in paragraph (d)(3) of this section should be utilized by a covered housing provider only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

(e) *Emergency transfer plan.* Each covered housing provider, as identified in the program specific regulations for the covered housing program, shall adopt an emergency transfer plan, based on HUD's model emergency transfer plan, and that incorporates the following components:

(1) The emergency transfer plan must allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to transfer to another unit under the covered housing program in which the tenant has been residing or to a unit in another covered housing program if such transfer is permissible under applicable program regulations, provided that a unit is available and safe, and provided, further, that:

(A) The tenant expressly requests the transfer; and

(B)(i) The tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying; or

(ii) In the case of a tenant who is a victim of sexual assault, the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer; and

(2) The emergency transfer plan must incorporate strict confidentiality measures to ensure that the covered housing provider does not disclose the location of the dwelling unit of the tenant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant.

(3) Nothing in this subsection (e) may be construed to supersede any eligibility or other occupancy requirements that may apply under a covered housing program.

**§ 5.2007 Documenting the occurrence of domestic violence, dating violence, sexual assault, or stalking.**

(a) *Request for documentation.* (1) Under a covered housing program, if an applicant or tenant represents to the covered housing provider that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections under § 5.2005, or remedies under § 5.2009, the covered housing provider may request, in writing, that the applicant or tenant submit to the covered housing provider the documentation specified in paragraph (b)(1) of this section. The documentation requirements in this paragraph (a) are not applicable to a request made by the tenant for a request for an emergency transfer under § 5.2005(e), unless otherwise specified by HUD by notice.

(2)(i) If an applicant or tenant does not provide the documentation requested under paragraph (a)(1) of this section within 14 business days after the date that the tenant receives a request in writing for such documentation from the covered housing provider, nothing in § 5.2005 or § 5.2009, which addresses the protections of VAWA, may be construed to limit the authority of the covered housing provider to:

(A) Deny admission by the applicant or tenant to the covered housing program;

(B) Deny assistance under the covered housing program to the applicant or tenant;

(C) Terminate the participation of the tenant in the covered housing program; or

(D) Evict the tenant, or a lawful occupant that commits a violation of a lease.

(ii) A covered housing provider may, at its discretion, extend the 14-business-day deadline under paragraph (a)(2)(i) of this section.

(b) *Permissible documentation and submission requirements.* (1) In response to a written request to the applicant or tenant from the covered housing provider, as provided in paragraph (a) of this section, the applicant or tenant may submit, as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking:

(i) The certification form described in § 5.2005(a)(1)(ii); or

(ii) A document:

(A) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom the victim has sought assistance

relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;

(B) Signed by the applicant or tenant; and

(C) Specifies that, under penalty of perjury, the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart meets the applicable definition under § 5.2003; or

(iii) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(iv) At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

(2) If a covered housing provider receives documentation under paragraph (b)(1) of this section that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), the covered housing provider may require an applicant or tenant to submit third-party documentation, as described in paragraphs (b)(1)(ii), (b)(1)(iii), or (b)(1)(iv) of this section.

(3) Nothing in this paragraph (b) shall be construed to require a covered housing provider to request that an individual submit documentation of the status of the individual as a victim of domestic violence, dating violence, sexual assault, or stalking.

(c) *Confidentiality.* Any information submitted to a covered housing provider under this section, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in confidence by the covered housing provider.

(1) The covered housing provider shall not allow any individual administering assistance on behalf of the covered housing provider or any persons within their employ (e.g., contractors) or in the employ of the covered housing provider to have access to confidential information unless explicitly authorized by the covered housing provider for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

(2) The covered housing provider shall not enter confidential information described in paragraph (c) of this section into any shared database or disclose such information to any other

entity or individual, except to the extent that the disclosure is:

- (i) Requested or consented to in writing by the individual;
- (ii) Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- (iii) Otherwise required by applicable law.

(d) A covered housing provider's compliance with the protections of §§ 5.2005 and 5.2009, based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the covered housing provider. However, nothing in this paragraph (d) of this section shall be construed to limit the liability of a covered housing provider for failure to comply with §§ 5.2005 and 5.2009.

**§ 5.2009 Remedies available to victims of domestic violence, dating violence, sexual assault, or stalking.**

(a) *Lease bifurcation.* (1) A covered housing provider may in accordance with paragraph (a)(2) of this section, bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

- (i) Without regard to whether the household member is a signatory to the lease; and
- (ii) Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

(2) A lease bifurcation, as provided in paragraph (a)(1) of this section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered housing program.

(b) *Reasonable time to establish eligibility for assistance or find alternative housing following bifurcation of a lease.* The reasonable time to establish eligibility under a covered housing program or find alternative housing is specified in paragraph (b) of this section, or alternatively in the program-specific regulations governing the applicable covered housing program. Some covered housing programs may provide different time frames than are specified in this

paragraph (b), and in such cases, the program-specific regulations govern.

(1) *Reasonable time to establish eligibility assistance.* (i) If a covered housing provider exercises the option to bifurcate a lease as provided in paragraph (a) of this section, and the individual who was evicted or for whom assistance was terminated was the eligible tenant under the covered housing program, the covered housing provider shall provide to any remaining tenant or tenants a period of 60 calendar days from the date of bifurcation of the lease to:

(A) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or

(B) Establish eligibility under another covered housing program.

(ii) The 60-calendar-day period provided by paragraph (b)(1) of this section can only be provided to a remaining tenant if the governing statute of the covered program authorizes an ineligible tenant to remain in the unit without assistance. The 60-calendar-day period does not supersede any period to establish eligibility for the covered housing program that may already be provided by the covered housing program. The 60-calendar-day period is the total period provided to a remaining tenant to establish eligibility under the two options provided in paragraphs (b)(1)(i)(A) and (B) of this section.

(iii) The covered housing provider, subject to authorization under the regulations of the applicable covered housing program, may extend the 60-calendar-day period up to an additional 30 calendar days.

(2) *Reasonable time to find alternative housing provider.* (i) If a tenant is unable to establish eligibility for the covered housing program, as provided in paragraph (b)(1) of this section, the covered housing provider must give the tenant an additional 30 calendar days to find alternative housing. The additional 30 days shall commence following the 61st day after date of bifurcation of the lease.

(ii) The covered housing provider may, subject to authorization under the regulations of the applicable covered housing program, extend the 30-calendar-day period up to an additional 30 calendar days.

(c) *Efforts to promote housing stability for victims of domestic violence, dating violence, sexual assault, or stalking.* Covered housing providers are encouraged to undertake whatever actions permissible and feasible under their respective programs to assist individuals residing in their units who

are victims of domestic violence, dating violence, sexual assault, or stalking to remain in their units or other units under the covered housing program or other covered housing providers, and for the covered housing provider to bear the costs of any transfer, where permissible.

**§ 5.2011 Effect on other laws.**

Nothing in this subpart shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

**PART 92—HOME INVESTMENT PARTNERSHIPS PROGRAM**

■ 3. The authority citation for part 92 continues to read as follows:

*Authority:* 42 U.S.C. 3535(d) and 12701–12839.

■ 4. In § 92.253, paragraph (a) is revised and paragraph (d) is amended by removing the “and” following paragraph (5), adding “and” at the end of paragraph (6), and adding a new paragraph (d)(7) to read as follows:

**§ 92.253 Tenant protections and selection.**

(a) *Lease.* There must be a written lease between the tenant and the owner of rental housing assisted with HOME funds that is for a period of not less than 1 year, unless by mutual agreement between the tenant and the owner a shorter period is specified. The lease must incorporate the VAWA lease term/addendum required under § 92.359(e), except as otherwise provided by § 92.359(b).

(d) *Tenant selection.* \* \* \*

(7) Comply with the VAWA requirements prescribed in § 92.359.

■ 5. Section 92.359 is added to read as follows:

**§ 92.359 VAWA requirements.**

(a) *General.* (1) The Violence Against Women Act (VAWA) requirements set forth in 24 CFR 5, subpart L, apply to all HOME tenant-based rental assistance and rental housing assisted with HOME funds, except as otherwise provided in this section.

(2) For the HOME program, “covered housing provider,” as such term is used in HUD’s regulations in 24 CFR part 5, subpart L, and that is designated to carry out the duties and responsibilities specified in 24 CFR part 5, subpart L, refers to:

(i) The housing owner for the purposes of § 5.2005(d)(1), (d)(3), and (d)(4) and § 5.2009(a);

(ii) The participating jurisdiction or its designee for purposes of § 5.2005(e); and

(iv) The housing owner and entity administering tenant-based rental assistance for the purposes of § 5.2005(d)(2) and § 5.2007.

(b) *Effective date.* Compliance with the VAWA requirements under this section and 24 CFR part 5, subpart L, is not required for any tenant-based rental assistance or rental housing project for which the date of the HOME funding commitment is earlier than *insert effective date of the final rule*.

(c) *Notification requirements.* The participating jurisdiction is responsible for providing a notice and certification form that meet the requirements of § 5.2005(a) to each owner of HOME-assisted rental housing and each entity that administers HOME tenant-based rental assistance.

(1) *For HOME-assisted units.* Each owner of HOME-assisted rental housing must provide the notice and certification form described in 24 CFR 5.2005(a) to each applicant for a HOME-assisted unit at the time the applicant is admitted or denied admission to a HOME-assisted unit. Each owner of HOME-assisted rental housing must also provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME-assisted unit.

(2) *For HOME tenant-based rental assistance.* Each entity that administers HOME tenant-based rental assistance must provide the notice and certification form described in 24 CFR 5.2005(a) to each applicant for HOME tenant-based rental assistance when the applicant's HOME tenant-based rental assistance is approved or denied. Each entity that administers HOME tenant-based rental assistance must also provide the notice and certification form described in 24 CFR 5.2005(a) to a tenant receiving HOME tenant-based rental assistance when the entity provides the tenant with notification of termination of the HOME tenant-based rental assistance and when the entity learns that the tenant's housing owner intends to provide the tenant with notification of eviction.

(d) *Bifurcation of lease requirements.* The requirements of 24 CFR 5.2009(b) do not apply to HOME-assisted rental units or housing for which HOME tenant-based rental assistance is the only assistance provided (*i.e.*, the housing is not assisted housing under a covered housing program, as defined in 24 CFR 5.2003). With respect to this housing, the following requirements apply when a lease is bifurcated in accordance with 24 CFR 5.2009(a):

(1) The participating jurisdiction or its designee must establish a bifurcation policy, which at a minimum specifies:

(i) What constitutes a reasonable opportunity for the remaining tenant to establish eligibility for the HOME-assisted unit, if the qualifying tenant is removed through bifurcation;

(ii) What constitutes a reasonable opportunity for the remaining tenant to establish eligibility for HOME tenant-based rental assistance, if the qualifying tenant is removed through bifurcation; and

(iii) Which provisions, if any, the VAWA lease term/addendum for HOME tenant-based rental assistance must include to protect the remaining tenant, if the qualifying tenant is removed through bifurcation.

(2) If the qualifying tenant for a HOME-assisted unit is removed through bifurcation, the owner must provide any remaining tenant a reasonable opportunity, as determined by the participating jurisdiction, to establish eligibility for the HOME-assisted unit. If the remaining tenant cannot establish eligibility, the owner must give the tenant at least 60 days to find other housing, beginning on the date the tenant is determined ineligible.

(3) If HOME tenant-based rental assistance is the only assistance provided, the following requirements apply:

(i) If the qualifying tenant for the HOME tenant-based rental assistance is removed through the bifurcation, the housing owner and the entity administering the HOME tenant-based rental assistance must provide any remaining tenant(s) a reasonable opportunity, as determined by the participating jurisdiction, to establish eligibility for the HOME tenant-based rental assistance.

(ii) When a family separates under 24 CFR 5.2009(a) and both resulting families remain eligible for HOME tenant-based rental assistance, the participating jurisdiction or its designee must determine on a case-by-case basis which of the resulting families will keep the current HOME tenant-based rental assistance and whether the other resulting family will receive new HOME tenant-based rental assistance.

(e) *VAWA lease term/addendum.* The participating jurisdiction is responsible for developing a VAWA lease term/addendum to incorporate the VAWA requirements that apply to the owner under this section, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). This VAWA lease term/addendum must also provide that the tenant may terminate

the lease without penalty if the participating jurisdiction or its designee determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). When HOME tenant-based rental assistance is provided, the lease term/addendum must require the owner to notify the entity administering HOME tenant-based rental assistance before the owner initiates a bifurcation of the lease or provides notification of eviction to the tenant. If HOME tenant-based rental assistance is the only assistance provided (*i.e.*, the unit is not assisted housing under a covered housing program, as defined in 24 CFR 5.2003), the VAWA lease term/addendum may be written to expire at the end of the rental assistance period.

(f) *Period of applicability.* For HOME-assisted rental housing, the requirements of this section shall apply to the owner or manager of the housing for the duration of the affordability period. For HOME tenant-based rental assistance, the requirements of this section shall apply to the owner or manager of the tenant's housing for the period for which the rental assistance is provided.

■ 6. Section 92.504(c)(3)(v) is amended by adding paragraph (c)(3)(v)(F) to read as follows:

**§ 92.504 Participating jurisdiction responsibilities; written agreements; on-site inspection.**

\* \* \* \* \*

(c) Provisions in written agreements:

\* \* \*

(3) \* \* \*

(j) \* \* \*

(v) \* \* \*

(F) The VAWA requirements

prescribed in § 92.359.

\* \* \* \* \*

#### **PART 200—INTRODUCTION TO FHA PROGRAMS**

■ 7. The authority citation for Part 200 continues to read as follows:

Authority: 12 U.S.C. 1702–1715e–21 and 42 U.S.C. 3535(d).

■ 8. Add § 200.38 to read as follows:

#### **§ 200.38 Protections for victims of domestic violence.**

(a) The requirements for protection for victims of domestic violence, dating violence, sexual assault, or stalking in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) apply to programs administered under section 236 and under sections 221(d)(3) and (d)(5) of the National Housing Act, as follows:

ATTACHMENT B

LOCAL ORGANIZATIONS OFFERING SERVICES TO  
VICTIMS OF DOMESTIC VIOLENCE

DOMESTIC VIOLENCE PROJECT, INC.

P.O. Box 9459  
Canton, OH 44711

Phone: 330-453-SAFE (Canton)  
330-833-8027 (Massillon)  
TTY: 330-526-0082  
Website: [www.dvpi.org](http://www.dvpi.org)

ALLIANCE AREA DOMESTIC VIOLENCE SHELTER

P. O. Box 3622  
Alliance, OH 44601

Phone: 330-823-7223  
Website: [www.alliancedomesticviolenceshelter.org](http://www.alliancedomesticviolenceshelter.org)

## Summary of ICAN Application to OHFA

### Project Details

1. ICAN Housing constructed the Basic Accommodations housing complex at 830 Cherry Avenue NE in Canton in 1997 to serve persons with severe mental illness who are the hardest to house. They are very poor, with incomes at or below 35% of the Area Median Income (AMI) and are literally homeless. Some (\*\*\*)most percent) of the tenants were chronically homeless. The property houses 20 individuals who have the safety and privacy of their own bedroom and bath, while sharing a kitchen and sitting room with one other person.
2. The target population is often resistant to receiving services. Their bouts with homelessness are relatively more frequent and longer in duration than those of other homeless persons. ICAN uses the evidence-based Housing First approach to provide housing as quickly as possible, thus reducing the length of time persons are homeless.
3. Residents require 24-hour staffing, and they receive direct services that support them as they progress from living on the streets to permanent housing. The local Mental Health and Recovery Services Board (MHRSB) and the U.S. Department of Housing and Urban Development (HUD) fund services and operations. Coleman Professional Services (CPS) provides 24-hour, on-site staffing and works with tenants and their case managers to access a broad range of services. Residents achieve the program's primary outcome of housing stability by learning how to comply with their leases, correct lease violations, and retain their apartments.
4. Homeless people who have been unable or unwilling to sustain stable housing or connections with supportive services are some of the most difficult people to house. ICAN Housing provides housing for this population, addressing a critical need in the community-wide effort to end homelessness, which is coordinated through the Homeless Continuum of Care (CoC) of Stark County.
5. The local CoC conducted a 2015 Point-In-Time Count which found that 60 people were living on the street, and 239 were in emergency shelters. This total of 299 people in the population served by Basic Accommodations highlights the critical need to maintain and increase units that support the progression from homeless or chronically homeless, to achieving housing stability.
6. The building was constructed in 1997 with an expectation of very hard use, but the time has come when it needs substantial renovation and modernization. The cost of repairs greatly exceeded wear and tear, exhausting ICAN Housing's capital reserve for the Basic Accommodations facility.
7. We secured a Pre-Development grant in February, 2014 from the Ohio Community Development Finance Fund to pay an architect to do a Capital Needs Assessment (CNA). The CNA determined the mechanical and safety systems are reaching the end of their useful lives. The kitchens and bathrooms are in very poor shape. The estimated renovation cost is \$187,500; and this CFEHI funding request is for \$150,000 to rectify the most urgent problems with the mechanical and safety systems at the property. Funding available locally falls short of the amount needed to address these repairs.
8. Ensuring the continued viability of Basic Accommodations Apartments gives the chronically homeless an excellent option for achieving housing stability and avoiding a return to homelessness. We are proud to report that 92% of tenants move from Basic into permanent, supportive housing.

## Budget

OHFA CFEHI 2014 Repairs E)1 Response		ICAN, Inc. Summary of Mini Capital Needs Assessment (CNA)		
		Basic Accommodations		
Description	Reason	\$ Estimates		
		OHFA CFEHI	25% Match	Total
<b>Maintenance Items (Exterior)</b>				
Remedy sill plate issue	Issue causes deterioration of building	\$ 15,450	\$ -	\$ 15,450
Repair vinyl siding	General damage, not weather tight	\$ 1,030	\$ -	\$ 1,030
Replace north door	Rusted	\$ 1,240	\$ -	\$ 1,240
Caulk windows & doors	Energy efficiency	\$ 1,030	\$ -	\$ 1,030
SW entrance - ADA	ADA	\$ 1,030	\$ -	\$ 1,030
Repave parking lot	Deterioration due to age	\$ 8,240	\$ -	\$ 8,240
	<b>Subtotal</b>	<b>\$ 28,020</b>	<b>\$ -</b>	<b>\$ 28,020</b>
<b>Maintenance Items (Interior)</b>				
Attic access doors	Meet current code	\$ -	\$ 1,240	\$ 1,240
Window hardware	Repairs due to wear and tear	\$ -	\$ 110	\$ 110
Laundry - porcelain tile	Increase protection from water damage	\$ -	\$ 1,030	\$ 1,030
Replace toilets	Deterioration due to age	\$ -	\$ 23,700	\$ 23,700
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 26,080</b>	<b>\$ 26,080</b>
<b>Energy Items</b>				
Add insulation	Energy efficiency	\$ -	\$ 4,330	\$ 4,330
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 4,330</b>	<b>\$ 4,330</b>
<b>Mechanicals</b>				
Furnace replacement	Units reached expected useful life	\$ 18,540	\$ -	\$ 18,540
Condensing unit	Useful life, energy efficiency	\$ 28,840	\$ -	\$ 28,840
Ventilation system	Improve air quality	\$ 15,450	\$ -	\$ 15,450
Hot water recirculating lines	Lines are deteriorated, potential leaks	\$ -	\$ 7,090	\$ 7,090
	<b>Subtotal</b>	<b>\$ 62,830</b>	<b>\$ 7,090</b>	<b>\$ 69,920</b>
<b>Electric</b>				
Emergency lighting	Meet current code	\$ 2,370	\$ -	\$ 2,370
Exterior lighting	Meet current code	\$ 1,400	\$ -	\$ 1,400
Upgrade circuit breakers	Meet current code	\$ 7,350	\$ -	\$ 7,350
Add GF/WP receptacle	Meet NEC requirement	\$ 260	\$ -	\$ 260
Upgrade fire alarm system	Parts not available to repair	\$ 20,600	\$ -	\$ 20,600
Lighting fixtures, replace with T8 lamps	Energy efficiency	\$ 5,800	\$ -	\$ 5,800
	<b>Subtotal</b>	<b>\$ 37,780</b>	<b>\$ -</b>	<b>\$ 37,780</b>
	<b>Total</b>	<b>\$128,630</b>	<b>\$37,500</b>	<b>\$ 166,130</b>
	<b>Developer's Fee (up to 15%)</b>	<b>\$ 21,370</b>	<b>\$ -</b>	<b>\$ 21,370</b>
	<b>Grand Total</b>	<b>\$150,000</b>	<b>\$37,500</b>	<b>\$ 187,500</b>

