Staff Housing Policy & Procedures

Purpose
To provide policy and procedures regarding staff and faculty housing on the SUNY Maritime College Campus and to delineate the duties and responsibilities of the Staff Housing Committee.

Housing Facilities
Maritime College has 26 housing units (quarters) on the campus that can be made available to eligible staff and faculty members. These units range in size from 300 square foot single bedroom units to four bedroom units with 4,720 square feet. Typically, there is a 99% occupancy rate and approximately two apartments and one house become available each year. Housing turnover normally occurs during the semester and summer breaks. Appendix A contains a comprehensive list of all staff housing.

Maritime’s Physical Plant is responsible for maintaining and renovating housing units. Renovations occur prior to occupancy and vary greatly in scope. The scope of the renovation is dependent on the work that is necessary to bring the unit to a state of good repair and functionality.

Staff Housing Committee
The Maritime College Staff Housing Committee is responsible for making recommendations to the President regarding the assignment of housing and major housing construction/renovation projects. It also reviews suggestions and complaints and makes recommendations. The President is the final approval/disapproval authority regarding recommendations from the committee.

The Maritime College Staff Housing Committee is an advisory body represented by seven (7) faculty and professional staff, residing on or off campus. The Committee meets twice a year: October and March, or as deemed necessary from time-to-time. All decisions made by the quorum are based on majority vote. In this context, a quorum is constituted when at least five of the seven members are present. A quorum may be constituted in person, telephonically, or by email. The Committee is composed of the following:

1. Chief of Staff (Positional assignment) - Chair
2. Housing Director (Positional assignment) — Secretary / Recorder
3. Dean of Student Affairs
4. Deputy Commandant
5. Internal Controls
6. Director of Physical Plant
7. Faculty representative appointed by Provost

The committee will submit recommendations to the President in writing (Appendix B). Any disputes regarding the committee’s decision should be directed to the VP for Finance and Administration. If the applicant feels that inadequate relief has been provided by the VP for Finance and Administration, then an appeal can be made to the President. No other appeals will be granted.

1 (Note: President’s quarters (Quarters 1) is provided by a separate SUNY contract and is not covered under this policy)
Staff Housing Assignment Criteria

On-campus housing may be rented to key, essential, full-time personnel employed by the College if it is in the best interest of the College to have the employee reside on-site. Key, essential, full-time personnel includes: senior leadership who are expected to host social functions beneficial to the College; and/or by virtue of their position are required to be readily available to manage major crisis response; and/or typically have after-hours on-campus activities that require their extended presence on campus beyond the typical workday.

On-campus staff housing may also be offered for rent (if available and approved by the Staff Housing Committee) to newly-appointed, full-time staff/faculty, on a short term (not to exceed 90 days), transitional basis while they seek permanent housing off-campus. Those in temporary on-campus housing may also apply for long term housing through the normal application process. The President may direct that a certain number of units be specifically reserved for newly full-time appointed staff/faculty or full-time visiting instructors who are part of an exchange program if it is in the best interest of the College.

On-campus staff housing may also be offered for rent (if available and approved by the Staff Housing Committee) to graduate interns participating in an approved academic internship program while they are interning at Maritime College.

Typically, non-essential personnel will not be assigned housing.

In addition to the aforementioned positional criteria, specific unit assignment is based upon the available units, the size of the units, and the family unit requirement.

The below matrix is to be used to consider priority for housing on campus:

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
<th>Quarters Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Vice Presidents, Commandant of Cadets</td>
<td>Any available unit.</td>
</tr>
<tr>
<td>II</td>
<td>Deans, Department Chairs, Directors, Deputy Commandants</td>
<td>Subject to consideration of bedroom requirement</td>
</tr>
<tr>
<td>III</td>
<td>Key personnel who must be readily available to manage major crisis response activities or typically have after-hours on-campus activities that require their extended presence and working hours on campus beyond the typical workday</td>
<td>Subject to consideration of bedroom requirement</td>
</tr>
<tr>
<td>IV</td>
<td>Personnel essential to the mission of the College that require Housing</td>
<td>Subject to consideration of bedroom requirement</td>
</tr>
<tr>
<td>V</td>
<td>Newly appointed full-time staff that need temporary housing</td>
<td>Subject to consideration of bedroom requirement</td>
</tr>
<tr>
<td>VI</td>
<td>Interns</td>
<td>One bedroom only</td>
</tr>
</tbody>
</table>

Note: In responding to the supply and demand for on-campus housing, the Staff Housing Committee reserves the right to weigh the criteria depending on the best interests and convenience of the College and make such recommendations to the President.
Pursuant to State University policy, SUNY Maritime College is committed to fostering a diverse community of outstanding faculty, staff, and students, as well as ensuring equal educational opportunity, employment, and access to services, programs, and activities, without regard to an individual’s race, color, national origin, religion, creed, age, disability, sex, gender identity, sexual orientation, family status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, or criminal conviction.

The Director of Housing and Assistant Director of Housing are the only authorized College representatives designated and qualified to receive applications or contracts; administer space; sign documents with regard to staff housing, applications, contracts, check-ins or check-outs; or any other matters relating to staff housing. Financial administration of on-campus housing is assigned to the Office of Student Accounts.

Application for Staff Housing
The Staff Housing Application is available online under the Housing Tab > Housing Applications

Term
The term of the Facility Occupancy License Contract is from July 1\textsuperscript{st} to June 30\textsuperscript{th} of the same year. Use of the facility will vary depending on the date at which the resident moves in. All contracts will expire on June 30\textsuperscript{th}. The Housing Committee will conduct an annual review of all license agreements and will make recommendations for the following term based on the aforementioned staff housing assignment criteria.

CANCELLATION BY THE OCCUPANT
Cancellation of this Occupancy Agreement by the occupant must be done in writing to the Housing Committee at least 30 days prior to the last day of occupancy. If the occupant does not give 30 days’ notice they will be responsible for the last month’s occupancy fee regardless of last day of occupancy.

CANCELLATION BY MARITIME COLLEGE
Cancellation of the Occupancy License by Maritime must be done in writing to the occupant with at least 60 days’ notice. If 60 days’ notice is not given, Maritime is responsible for providing adequate alternate accommodations on campus, during the time difference (not to exceed 60 days) which may not extend beyond the term date.

CANCELLATION DUE TO TERMINATION OF EMPLOYMENT
The Occupancy License is terminated upon the termination of employment with Maritime. The occupant will be given five (5) days to vacate the facility after their last day of employment, which may not extend beyond the provided five (5) days. In extenuating circumstances, the Staff Housing Committee may require the occupant(s) to immediately vacate the facility and Campus for the safety of staff and students.

Rates
The New York State Division of Budget sets the base rent per room based on the location of the residence, type and quality of the room. Rent rates are adjusted yearly (effective July 1) in accordance with the Division of the Budget Policy and Reporting Manual-Item B-300 and the cost of ancillary services. The Staff Housing Committee has the ability to adjust the rate within the given scale based on quality of a given space. The Staff Housing Committee will approve any adjustment to the rent rates prior to the July 1 effective date.
Only the Director of Housing and other Housing staff who are required to live on campus are exempt from paying the New York State Division of Budget established rent rate. The ancillary services charge and other applicable fees set by the Staff Housing Committee are applicable to all occupants.

Amenities
Maritime shall supply all ordinary and necessary water, electricity, heat, and sewage services for the facilities.

All occupants will be provided with the College cable system and it is up to the discretion of the College to allow dishes or antennas to be placed on the outside of the facility. Any dish service contracts must be in the name of the Occupant. Occupants currently in the middle of contracts with outside carriers are required to follow this policy once their contract has ended.

A fee of $25 per month, which is included in the total occupancy fee amount, will be charged to offset the cost of ancillary services. This fee may be adjusted annually based on increased costs for ancillary services to the College.

Maintenance
The occupant shall take good care of the facilities, fixtures, and appurtenances as shall be necessary to preserve the facilities in good order and condition.

The occupant shall be responsible for any and all damages or loss of College property associated with the facility which may in any way result from its occupancy and use of the facility.

During occupancy or after departure, the occupant shall, at its sole cost and expense, pay for any damages, other than ordinary wear and tear, caused by occupant’s use and occupancy of facilities. Occupants will repair any damages which are due to their negligence or other use, (reasonable wear and tear excepted). Occupants will not make repairs or improvements to the structure or premises using their own personal funds, over and above a cost of $100, without prior written approval from the Staff Housing Committee.

Further, any repairs or improvements made at the occupant’s expense will in no way obligate the State to reimburse them, and any such repairs or improvements shall immediately become property of the State.

Routine work orders shall be submitted to the following email: jvega@sunymaritime.edu, cc: tkillian@sunymaritime.edu

Emergency work orders shall be submitted to the following email: wrueger@sunymaritime.edu, cc: jvega@sunymaritime.edu and tkillian@sunymaritime.edu

Please also call the following number: 646-841-3594

Please see Appendix C for maintenance details.

All facilities are non-smoking environments. Anyone found to be smoking in the facility will be fined $500 (to cover cleaning and maintenance expenses) and are subject to immediate removal from the facilities. Residents must follow the campus-wide smoking policy while smoking outdoors.

The occupant must schedule a checkout walkthrough during normal business hours (8:00 a.m. to 4:00 p.m., Monday – Friday). If the occupant fails to complete a formal checkout with a Staff Housing
Committee Member and is not present for a walkthrough, a $500 improper checkout fee will be assessed and the debit/credit card on file will be billed. Failure to hand in all issued house/room keys, mailbox keys, and/or resident/resident guest parking tags will result in an additional $150 fee that will be assessed on the debit/credit card on file.

Inspection
The occupant shall have the right, so long as this Occupancy License is in force, to enter upon said State lands for the purpose of maintaining, operating and using facilities. Maritime reserves the right to inspect and assess the health and safety of the facility. The occupant will be provided with twenty-four (24) hour notification prior to inspections (notification may include email). The occupant may, but is not required, be present during Inspections. Facilities found in an unacceptable, unsafe, and/or unsanitary condition may result in termination of this Occupancy License.

The College may, at reasonable times, enter the facility to make repairs and to show the facility to potential occupants, inspectors, and/or contractors. Where practical, the occupant will be provided with twenty-four (24) hour notification prior to such entry, except in the case of an emergency (notification may include email).

Pets
The College reserves the right to grant and/or rescind permission to have a pet in staff housing. A one-time, non-refundable pet fee of $400 is required. In addition, the cost to repair any damage caused by pets will be billed to the resident. Pets shall not cause any nuisance to neighbors. Pets are not permitted in staff housing units that share a common space. The term "pets" is classified as dogs, cats, and birds. There is a maximum of two pets permitted in single family housing. Other animals are not permitted in the residences unless special permission is granted from the Staff Housing Committee.

Occupant Responsibilities
All occupants are expected to conduct themselves as mature and responsible members of the Maritime College community. As such, they are responsible for upholding all State and City laws and ordinances, especially those relating to noise, fire, traffic, parking, zoning, and consumption of alcohol. In addition, as responsible members of the community, they are expected to foster an atmosphere which nurtures positive relationships, the development of understanding and tolerance of those different than themselves, and an environment that encourages responsible behavior and respect for others.

During a Campus emergency, all occupants are required to contact the Housing Office, by any available means, to indicate their status and whereabouts and must inform the Housing Office if either changes.

Liability
The occupant assumes all risk incidental to the use and occupancy of said facilities and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with occupant's use of the facility, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the People of the State of New York and the State University of New York from any and all claims, suits, actions, damages and costs of every nature arising out of or relating to the use and occupancy of the facility, its appurtenances and the surrounding grounds or the violation by said occupant of any law, code, order, ordinance, rule or regulation in connection therewith. The occupant further agrees, on being requested to do so, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the People of the State of New York and/or the State University of New York in connection with the claims, suits and losses, as aforesaid.
The occupant is encouraged to procure appropriate insurance for personal property located in the facility. Maritime is not responsible for loss or damage to personal property.

The occupant specifically agrees that if their Occupancy License Agreement is cancelled or terminated for any reason, the Occupant shall have no claim against the State University of New York nor the State of New York, nor their officers or employees, and the State University of New York and the State of New York and their officers and employees shall be relieved from any and all liability.

**Occupancy License**
The relationship of the occupant to State University and the State of New York arising out of this License shall be that of Licensee/Licensor.

This Occupancy License is non-transferable and subleasing is prohibited.

Maritime reserves the right to terminate a Occupancy License Agreement for the occupant’s failure to pay the Occupancy fee or for violation of any of the terms of this License.

The permission hereby granted shall continue at the pleasure of Maritime and may be revoked at any time without cause.

**Notices**
Notices must be in writing, signed by the party giving it and shall be served either personally or by certified and registered mail. All notices become effective only when received by the addressee.

**Legal**
This License shall be interpreted according to the laws of the State of New York. The occupant shall comply with established State University and SUNY Maritime College regulations and policies as may be charged from time to time, and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments.

The occupants specifically agrees that an Occupancy License shall be void and of no further force and effect upon any use of the facilities to which this license relates which is inconsistent with State Law or which in any way conflicts with the purposes or objectives of Maritime.

The Occupancy License constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this license are superseded. If any part of the agreement is found void, unlawful, or unenforceable, the remainder of the agreement shall remain valid and enforceable according to its terms.

**Policy Review**
This policy shall be annually in October by the Staff Housing Committee and recommended changes to the policy will be forwarded to the President.

[Signature]
RADM Michael A. Alfultis, USMS, Ph.D.
President
### Appendix A

<table>
<thead>
<tr>
<th>Quarters 1</th>
<th>House</th>
<th>Single Family Housing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarters 2</td>
<td>House</td>
<td>Single Family Housing</td>
</tr>
<tr>
<td>Quarters 2A</td>
<td>House</td>
<td>Single Family Housing</td>
</tr>
<tr>
<td>Quarters 3</td>
<td>House</td>
<td>Single Family Housing</td>
</tr>
<tr>
<td>Quarters 4</td>
<td>House</td>
<td>Single Family Housing</td>
</tr>
<tr>
<td>Quarters 5</td>
<td>House</td>
<td>Single Family Housing</td>
</tr>
<tr>
<td>Quarters 6</td>
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<tr>
<td>Quarters 7</td>
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<tr>
<td>Quarters 8</td>
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<tr>
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</tr>
<tr>
<td>Quarters 11</td>
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<tr>
<td>Quarters 11A</td>
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<td>Quarters 12</td>
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<tr>
<td>Quarters 56, Room 1</td>
<td>House</td>
<td>Shared</td>
</tr>
<tr>
<td>Quarters 56, Room 2</td>
<td>House</td>
<td>Shared</td>
</tr>
<tr>
<td>Quarters 56, Room 3</td>
<td>House</td>
<td>Shared</td>
</tr>
<tr>
<td>Heritage Hall Apt. 1</td>
<td>Apartment</td>
<td>Single Family Housing</td>
</tr>
<tr>
<td>Heritage Hall Apt. 2</td>
<td>Apartment</td>
<td>Single Family Housing</td>
</tr>
<tr>
<td>Heritage Hall Apt. 3</td>
<td>Apartment</td>
<td>Single Family Housing</td>
</tr>
<tr>
<td>Heritage Hall Apt. 4</td>
<td>Apartment</td>
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</tr>
<tr>
<td>Heritage Hall Apt. 5A/5b</td>
<td>Apartment</td>
<td>Single Family/Shared</td>
</tr>
<tr>
<td>Baylis, 1 Bedroom</td>
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</tr>
<tr>
<td>Room A123</td>
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</tr>
<tr>
<td>Room B125</td>
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<td>Single Family Housing</td>
</tr>
<tr>
<td>Room D123</td>
<td>Apartment</td>
<td>Single Family Housing</td>
</tr>
</tbody>
</table>
From: Staff Housing Committee
To: President
Subject: Staff Housing Committee Recommendations

1. The following action is recommended with the below applications which were reviewed by the Committee:

2. The following action is recommended regarding housing assignments for approved applications:

3. Other recommendations:

Submitted By: 
[Name]
Chair, Staff Housing Committee
Appendix C

Routine Maintenance Includes:
Air Conditioning (if available) Install/Removal
Heating – Bleeding Radiators
Issuing Keys and Lock Repair
Trash Removal (where applicable)
Snow Removal
Painting – (Standard Color: Linen White or Sea Spray) (upon moving in and available every 5 years)

Preventative Maintenance Includes
Fire/CO2 Alarms
Fire Extinguishers
Ceiling Mounted Lighting (light bulbs for hard to reach areas)

Replacement if Necessary
Hot Water Heater
Kitchen Appliances
Washer/Dryer – If Applicable
Blinds (due to normal wear)
Screen Replacement (due to normal wear)

Maintenance Issues
Pest Control
Plumbing
Roof Repair

Custom Maintenance
Repairs and carpentry to increase safety such as stair rail repair or heater covers.
TV cable outlets mounted in requested areas.

A Committee vote is required for any custom request outside the previously mentioned Maintenance areas. Such custom work includes:

- Paint colors other than Linen White & Sea Spray (Additional $300 fee/per room must be paid to the Accounts Office by Occupant prior to work commencing. Occupant will not be paid back upon moving or after departure).
- Custom blinds (Additional $75 fee/per blind must be paid to the Accounts Office by Occupant prior to work commencing. Occupant will not be paid back upon moving or after departure).

Non-emergency work requests will be prioritized by Facilities, as best possible, be completed within 30 days.