



Garthchester Realty Associates

www.garthchester.com

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Forest Hills, New York 11375
(718) 544-0800

Dear Shareholder:

Enclosed please find the Capital Improvement agreement for **1111 Midland Ave. Tenants Corp.** Please read, sign and return this form to the attention of Dawn Levin at Garthchester Realty Associates along with the following required documents:

1. A description of the work you will be doing, for Board approval.
2. Any plumbing work and/or electrical work must be done by licensed plumbers and electricians, all necessary permits must be obtained before work may begin, (certificate of insurance must be included).
3. The material contractors must use for sheetrock must be the wonder board and dry wall that is 5/8th and not 1/2"
4. Bathroom renovations will not be approved unless the replacement of the shower lead pan and drain line are included in the scope of work.
5. Those residents replacing hard wood flooring, must submit the spec sheet for the underlayment being used, as well as comply with the carpet rules per the House Rules.
6. Contractors and/or painters must be **EPA certified** if they will be performing work that disturbs any painted surfaces (more than 6 square feet). A copy of this new rule is attached.
7. General contractor's certificate of insurance and copy of license.
8. Deposit check in the amount of **\$1000.00** payable to 1111Midland Ave. Tenants Corp. is required and will be deposited and cashed and return upon completion of work and submission of Certificate of Compliance from the building department.
9. Application processing fee for **\$350.00** made out to Garthchester Realty Associates.
10. Indemnification form (must be signed by the shareholder and all contractors).
11. **Contractor, plumber and electrician must carry Contractual Liability. Attached is a list of insurance carriers that sometimes exclude this coverage. The contractor can request their carrier to add the following to their certificate: "No exclusion for contractual liability or injury to employees" in the "Description of Operations" section. Contractor's will not be approved to do work in your unit if they do not have this clause written in their COI.**

Note: For the list of permits required by the city of Yonkers, please visit the below link.
<https://www.yonkersny.gov/live/real-estate-homes/forms-permits>

Before approval may be granted, the alteration agreement must be submitted with the **all completed documents listed above.** The certificate of insurance must read as follows: **1111 Midland Ave. Tenants Corp. and Garthchester Realty Associates listed as additional insured. Sample provided.**

Upon completion of all work, the shareholder is responsible for closing all permits and submitting to Garthchester Realty Associates a copy of the Certificate of Compliance from the building department.

Deposit checks will not be returned until all paperwork is completed and submitted.

Thank you for your attention to this matter.

Sincerely,

Garthchester Realty Associates

CAPITAL IMPROVEMENT CHECKLIST

* EACH ITEM MUST BE CHECKED OFF AND INCLUDED IN ORDER TO AVOID AN INCOMPLETE APPLICATION*

Resident _____
Building _____ Apt # _____
Phone _____ Alt Phone _____

CERTIFICATE OF INSURANCE (LIABILITY & WORKERS COMPENSATION)

_____ General Contractor

_____ Electrician

_____ Plumber

COPY OF LICENSE

_____ General Contractor

_____ Electrician

_____ Plumber

DESCRIPTION OF WORK, PLANS

_____ General Contractor

_____ Electrician

_____ Plumber

OTHER

_____ Alteration Agreement

_____ Indemnification Form (contractor, plumber and electrician)

_____ EPA Certification

_____ Permit (if applicable)

_____ Renovation Deposit (written out to Building)

_____ Application Fee (written out to Management Company)

NOTES:

1111 MIDLAND AVENUE TENANTS CORP.
APPLICATION FOR PROPOSED APARTMENT
ALTERATIONS/RENOVATIONS

This form must be submitted to obtain approval for all Alterations/Renovations, including electrical, carpentry and plumbing related work, with the exception of anything decorative/cosmetic, such as painting, hanging of pictures, wallpaper, carpeting and linoleum.

Shareholder: _____ Unit #: _____

Type of Alteration/Renovation that you are requesting to be performed in your unit (please attach drawings or copy of plans)

Licensed Contractor performing work: (use back of page if more than one)

Name: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Contact: _____

Please provide the following:

- (1) Contract (prices may be deleted or omitted)
- (2) Contractor's License(s)
- (3) Contractor's Certificate of Insurance for Liability, Workmen's Compensation & Disability
Policies naming the Cooperative and Stillman Management as additional insured.
- (4) Building Permit(s) if required by local regulations.
- (5) Minimum Damage/Security Deposit (\$1000) (subject to paragraph 4 of procedures)
- (6) Proposed work dates.

NOTE: IF ANY INFORMATION IS OMITTED, APPLICATION WILL BE RETURNED.

Please return to the Managing Agent.

To be completed by Managing Agent:

Approved [☐] Denied [☐]

Board Comments: _____

Engineer or other Professional Required Yes No

Property Manager _____ Date _____

1111 MIDLAND AVENUE TENANTS CORP.

UNIT RENOVATION/ALTERATION PROCEDURES

The proprietary lease prohibits alterations, structural additions or improvements to the unit without written consent of the Board of Directors.

The following procedures for the renovation or alteration of a unit must be complied with:

1. Any unit Owner who intends to make any renovation or alteration to a unit, including, but not limited to, carpentry, plumbing, electric, etc., shall notify the Managing Agent in writing for approval. Such written request shall be accompanied by:
 - a. Plans(s) and drawings of proposed work, drawn to scale, and if a building permit or other municipal permit is required a copy of such. Plans submitted to be prepared and certified by an Architect.
 - b. Copies of contracts with contractors and or subcontractors with addresses and phone numbers.
 - c. Certificates of Insurance from contractors and subcontractors:
 - i. Naming 1111 Midland Avenue Tenants Corp. and Garthchester Realty Associates, as additional insured.
 - ii. Must indicate a minimum of one million dollars (\$1,000,000) in general liability, proof of workers compensation and disability policies;
 - d. Completion of Renovation & Alteration Application (see attached form);
 - e. Building Permit(s) and all other municipal approvals – if required by law;
 - f. A check made payable to 1111 Midland Avenue in the amount of \$1000 as minimum Damage Security Deposit; (also see no. 4 below)
 - g. Construction Schedules; and,
 - h. Contractor License(s).
2. Written consent from the Board must be obtained prior to the commencement of any work.
3. The Shareholder shall be solely responsible for the costs of any engineer(s) or other professional employed by the Board of Directors to review application and or plans in connection with any proposed renovation or alteration, and such person's opinion regarding the necessity of a building permit shall be binding.
4. On a case by case basis the Cooperative may require a greater damage security deposit than \$1000, depending upon the extent of the renovation or alteration.

5. Any renovations and/or alterations resulting in damage to an adjoining apartment or common area shall be the responsibility of the Shareholder conducting the work.
6. Any damage, which is a result of the Shareholders work, must be repaired to the satisfaction of the Board within 5 days of receipt of written notice of such damage. If the Unit Owner fails to repair such damage within this period of time the Board may make arrangements to have such damages repaired. The costs of such repairs will be deducted from the Damage Security Deposit and any balance remaining will be charged to the Unit Owner's maintenance account.
7. The hours of work are limited to 8:30 a.m. to 5:00 p.m., Monday through Saturday. No work may be performed on Sundays or Holidays.
8. The Shareholder shall be solely responsible for the prompt removal of any rubbish caused by such renovation or alteration.
9. Alterations performed without Board approval will be subject to a monetary penalty, plus any additional cost incurred through enforcement, to be paid by the Shareholder and considered maintenance charges, without limitations, including legal fees.
10. Shareholders performing work are required to notify adjoining units.
11. All contractors must check in and out with the building Superintendent.

SHAREHOLDER'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ ("Shareholder") is and will be performing renovation work in Unit No. _____ within _____ ("Corporation") located at _____, managed by _____ ("Managing Agent"), pursuant to decoration or alteration agreements and/or the contract/proposal dated _____, now therefore, as to all such work, the Shareholder, Corporation and Managing Agent hereby agree:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Shareholder agrees to indemnify, defend and hold harmless Corporation and Managing Agent from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Shareholder, its agents, servants, contractors, subcontractors or employees. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Corporation and Managing Agent without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Corporation and/or Managing Agent either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise. If Shareholder fails to procure insurance as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Corporation and/or Managing Agent and their respective insurers, which would have otherwise been paid by the Shareholders required insurance.

INSURANCE PROCUREMENT

Shareholder shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, personal liability insurance with a minimum limit of \$1,000,000. Shareholder shall, by specific endorsements cause Corporation and Managing Agent to be named as additional insureds. Shareholder shall, by specific endorsement, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to the additional insureds.

If the terms of this Agreement directly conflict with any other written agreements between the parties, the term contained in this Agreement shall supersede in that instance.

Corporation:

Managing Agent:

Shareholder:

Signature: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Name: _____

Date: _____

Date: _____

Date: _____

CONTRACTOR'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ ("Contractor") is and will be performing certain work for _____ ("Shareholder") at _____ ("Corporation") located at _____, managed by _____ ("Managing Agent"), pursuant to oral and/or written agreements and/or Purchase Orders, and/or the contract/proposal dated _____, now therefore, as to all such work, Contractor, Shareholder, Corporation, and Managing Agent agree as follows:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, Corporation, Managing Agent, and Shareholder from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Corporation. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Corporation, Managing Agent, and Shareholder without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Corporation, Managing Agent, and Shareholder either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise. If Contractor fails to procure insurance as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Corporation, Managing Agent, and Shareholder, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

INSURANCE PROCUREMENT

Contractor shall obtain and maintain at all times while performing work for or at the request of the Shareholder, at its sole cost and expense, the following insurance (a) workers compensation insurance with statutory limits and employer's liability coverage of not less than \$500,000; (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including per-project aggregate endorsement, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000; and (d) umbrella liability insurance with a limit of \$1,000,000 per occurrence and a general aggregate of \$1,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Corporation, Managing Agent, and Shareholder to be named as additional insureds. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to the additional insureds. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the additional insureds hereunder to be first tier umbrella/excess coverage above the primary coverage afforded to the additional insureds and not concurrent with or excess to other valid and collectible insurance available to the additional insureds. Contractors insurance policies required herein shall include waiver of subrogation in favor of the additional insureds, and shall have no exclusions or limitations pertaining to the additional insureds relating injuries to the Contractor's employees or subcontractor employees, the location of the work, or type of work performed on behalf of the Shareholder.

If the terms of this Agreement directly conflict with any other written agreements and/or Purchase Orders between the parties, the term contained in this Agreement shall supersede in that instance.

Contractor	Corporation	Managing Agent	Shareholder
Name_____	Name_____	Name_____	Name_____
Signature_____	Signature_____	Signature_____	Signature_____
Date_____	Date_____	Date_____	Date_____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
00/00/0000

PRODUCER * NAME AND ADDRESS OF INSURANCE CARRIER	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED * NAME AND ADDRESS OF INSURED (Must match signed contract)	INSURER A: XXXXXXXXXX
	INSURER B: XXXXXXXXXX
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	\$1,000,000/\$2,000.000	00/00/00	00/00/00	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES	\$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (any 1 person)	\$ 5,000
	☐ _____				PERSONAL & ADV INJURY	\$ 2,000,000
	☐ _____				GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS – COMP/OP AGG	\$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					
B	AUTOMOBILE LIABILITY	\$1,000,000 minimum	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
	☐ ANY AUTO				BODILY INJURY (per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS					
☐ NON OWNED AUTOS						
☐ _____						
☐ _____						
	GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN AUTO ONLY	EA ACC \$
	☐ _____					AGG \$
B	EXCESS LIABILITY				EACH OCCURRENCE	\$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
	☐ DEDUCTIBLE					\$
	☐ RETENTION \$					\$
						\$
*	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	\$1,000,000 minimum	00/00/00	00/00/00	☐ WC Statutory Limits ☐ Other	
	E.L. EACH ACCIDENT				\$1,000,000	
	E.L. DISEASE –EA EMPLOYEE				\$1,000,000	
	E.L. DISEASE –POLICY LIMIT				\$1,000,000	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Also additionally insured: Shareholder's Name, Address and Apt. Number
1111 Midland Ave. Tenants Corp, Bronxville, NY 10708
Garthchester Realty Associates, 440 Mamaroneck Ave, Harrison, NY 10528
Date of Move /Delivery/ Work:

CERTIFICATE HOLDER	CANCELLATION
1111 Midland Ave. Tenants Corp C/O Garthchester Realty Associates 440 Mamaroneck Ave. S-512 Harrison, NY 10528	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Must have signature

XX*IF WORKERS COMP IS NOT ON THIS CERTIFICATE – YOU MUST PROVIDE (2) CERTIFICATES FROM STATE INSURANCE FUND (ONE FOR EACH ADDITIONAL INSURED)

Contractual Liability*

To avoid paying claims for large Labor Law 240 third-party Jaw suits, some insurance companies have removed contractual liability from their policies. In this case, your "Additional Insured" status with the contractor will be meaningless, and the contractor's insurance will not back the contractor's indemnification.

Here are few methods to try to determine if your subcontractor has contractual liability:

1. Ask for a copy of the contractor's/sub-contractor's insurance policy and have your broker review it.
2. Make sure "Contractual Liability" is added to the subcontractors' certificate and request "No exclusion for contractual liability or injury to employees" in the "Description of Operations" section.
3. Request Certificate Addendum Acord 855 NY for coverage details from contractor / sub-contractor

*Below is a list of insurance carriers that sometimes exclude this coverage and will not be accepted as an insurance carrier of your contractor, having your application held up and/or denied:

Acceptance Indemnity Ins. Co.

Alterra E&S

American Safety

Arch Specialty Ins. Co.

Atlantic Casualty

Berkley Specialty

Burlington

Century Surety

Colonial Co.

Colony

Endurance

Essex

Evanston

Everest

First Century

First Mercury- Cover X

Guard Insurance Companies

Hermitage

Hudson

Kingstone Insurance

Max Specialty

Maxum Indemnity Co.

Mt. Valley Indemnity

National Fire & Marine

National Contractors Ins Co.

Northfield

North Sea

Nova Casualty

Penn Star

Preferred Contractors Inc.

Ranger

RCA

RU / Mt. Hawley

Rockingham Insurance Company

Rutgers/American European Ins. Co.

Tower Insurance

Tudor

U.S. Liability/ U.S. Underwriters/ USU

Utica First

Valley Forge

Western Heritage

We also recommend you require your subcontractors include a description of the work they plan to do. For example: roofing, excavation, residential carpentry, etc.

\$32,500/Day Violation Fine for Lack of Compliance

EPA's NEW Lead-Based Paint Rule Nationally Enforceable April 22, 2010

Beginning April 22, 2010, **ANYONE** who is paid to perform work that disturbs paint greater than six square feet in housing and child-occupied facilities built before 1978 must comply with the EPA's Lead Renovation, Repair and Painting (RRP) Program. Individuals who must comply include: residential rental property owners/managers, general contractors, and special trade contractors including painters, plumbers, carpenters, electricians and sheet rockers. Under this new rule, enforcement actions against **violators can include penalties up to \$32,500 per violation per day**, as well as the potential for costly litigation. This new EPA rule will be potentially litigious and tightly regulated.

Under this rule, each legal entity that performs paint disturbances must have applied to the EPA and been certified prior to April 22, 2010. All Certified firms performing such paint disturbances must ensure:

1. All individuals performing activities that disturb painted surfaces are either certified renovators or have been trained by a certified renovator.
2. A certified renovator is assigned to each renovation and performs all the certified renovator responsibilities.
3. All renovations are performed in accordance with the work practice standards of the Lead-Based Paint RRP Program.
4. The Certified Renovator provides pre-renovation documentation notifying occupants of work to be performed.
5. The program's recordkeeping requirements are met and kept for three years.

All certified firms must also employ a Certified Renovator(s) who has completed an EPA-approved Certified Renovator course (www.RRPTrainer.com). The Certified Renovators are responsible for ensuring overall compliance with the Lead-Based Paint RRP Program requirements at assigned renovation sites. A certified renovator must:

1. Use a test kit acceptable to EPA.
2. Provide on-the-job training to workers.
3. Be physically present at the work site when warning signs are posted, while the work-area containment is being established, and while the work-area cleaning is performed.
4. Regularly direct work being performed by other individuals.
5. Be available, either on-site or by telephone, at all times.
6. Perform project cleaning verification.
7. Have copies of initial course completion certificate present at all times.
8. Prepare required records and maintain for three years.

In order to avoid potential issues with enforcement agencies, litigators or tenants, you must either become EPA compliant by taking the RRP Training course or certify your pre-1978 properties as Lead-Based Paint Free. The EPA has 90 days from the date of receipt of your application before they must reply. The April 22 deadline has already passed, so if you are not already compliant, make sure you become compliant in order to legally perform such work.

About the Author: This article was written by Lee E. Wasserman, President of LEW Corporation. Mr. Wasserman is a well respected national lead-based paint subject matter expert, has been a guest presenter for numerous associations as well as HUD, EPA, ABO, NYARM, FNYHC, NYAHMA... on the RRP rule and has been nationally active with lead based paint evaluations, remediation and training for more than 18 years. Visit LEW Corporation on the web at www.lewcorp.com.