



Garthchester Realty Associates

www.garthchester.com

440 Mamaroneck Avenue, Suite S-512
Harrison, New York 10528
(914) 725-3600 F: (914) 725-6453

98-20 Metropolitan Avenue, Suite 1
Forest Hills, New York 11375
(718) 544-0800

Dear Shareholder:

Enclosed please find the Capital Improvement agreement for **Carlton Terrace Corporation**. Please read, sign and return this form to the attention of Grace DiMaira at **Garthchester Realty Associates** along with the following required documents:

1. A detailed description/scope of work from the Contractor for Board review and approval.
2. Processing payment of \$350.00 made payable to **Garthchester Realty Associates**
3. Refundable deposit of \$500.00 made payable to **Carlton Terrace Corporation**.
4. 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).
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. Indemnification form (must be signed by the shareholder and all contractors).
9. **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: Any structural work to kitchens and bathrooms will require a permit from the Building Department.

Before approval may be granted, the alteration agreement must be submitted with all **completed documents listed above**. The certificate of insurance must read as follows: **Carlton Terrace Corporation and Garthchester Realty Associated. listed as additional insured. Sample provided.**

Upon completion of all work, the shareholder is responsible for closing all permits and submitting to Garthchester Realty Associated 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:

CAPITAL IMPROVEMENT APPLICATION
Carlton Terrace Corporation.

Re: Building _____ Apartment _____ (the "Unit")

Shareholder(s):

Date: _____

Detailed scope of work to be performed: (see over should additional space be needed)

Proposed Start Date _____ **Finish Date** _____ **(To be approved).**

In connection with the foregoing, and as a condition to the Board's requested consent, the undersigned does agree to abide by and to comply with each of the following conditions, rules or representations:

1. To provide any additional information or plans about the proposed work that may be requested by either the Board of Directors or the Managing Agent, during this application process or at any time during the course of the work. **(Please provide a copy of the Homeowners Insurance Declaration Page along with this application)**
2. Contractor to provide, in advance of commencing any work, proof of comprehensive public liability (COL), property damage and workers compensation insurance covering the proposed job in amount's satisfactory to the Managing Agent.
3. All contractors, plumbers or electricians who will work on the job must be duly licensed by the appropriate licensing authority and must provide a copy of their license to the managing agent.
4. The Shareholder or the Shareholder's workmen must remove all debris created by the project from the Unit and from the building. Also, no debris may be allowed to remain on the sidewalk or in front of the building.
5. The undersigned assume(s) all risk of damage to the building, any part thereof, any system in or servicing the building or the ground of the premises; and the undersigned assume(s) and agree(s) to pay any and all costs incurred to repair or replace any damage caused by the proposed work or by the Shareholders workmen.
6. If a mechanic's lien is filed against the premises as the result of the proposed work, and if such lien is not discharged of record or bonded within thirty (30) days of filing, then the co-op corporation shall have the right, but not the obligation, to satisfy the lien and to bill the Shareholder for all costs and expenses relating thereto, including attorney's fees; all of which shall be deemed to be additional rent or maintenance owing by the Shareholder.
7. Work that is not approved shall not be undertaken. Any work completed that is beyond the scope of the Board's approval and consent is subject to removal or correction upon demand by the Board.
8. **Work shall only be done between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.** All work shall be done in such manner as will minimize any unusual noise that might disturb other residents. Further, workmen may not use any public area (hallways or lobby) for cutting of or working on materials to be used in the proposed work, or for storage of materials.

9. The Unit owner also agrees that the proposed work will be performed and completed in full compliance with any other applicable provisions of the Proprietary Lease, the House Rules or any other applicable governmental code, rule, or ordinance, or regulation.
10. Failure to comply with any of the provisions of the Board's consent shall be deemed a breach of the consent, and in addition to all other remedies, the Board may require the Unit owner(s) to suspend all further work and may exclude the workmen from the building for any purpose other than the removal of their tools or equipment.
11. This application and the Board's consent, if given, may not be changed orally, but only in writing.
12. This application must be returned to the Managing Agent or Superintendent with the understanding that processing may take up to two (2) weeks.

Shareholder _____ Shareholder

Daytime and Evening Telephone Numbers
Of the Shareholder(s):

Name Address and Telephone Numbers of All Contractors:

The foregoing Capital Improvement Application received by:

Date: _____

Superintendent _____ Management _____

Not Approved: _____

Approved: _____

Carlton Terrace Corporation

Dated: _____ BY: _____ Title: _____

Note: This form must be completed for ANY WORK other than painting,

CONTRACTOR'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ ("Contractor") is and will be performing certain work for _____ ("Shareholder") at **Carlton Terrace Corporation** ("Cooperative") located at 65 Durham Road Bronxville, NY 10708, managed by **Garthchester Realty Associates** ("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, Cooperative, and Managing Agent agree as follows:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, Cooperative, 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 Cooperative. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Cooperative, 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 Cooperative, 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 Cooperative, 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 Cooperative, 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	Cooperative	Managing Agent	Shareholder
Name_____	Name_____	Name_____	Name_____
Signature_____	Signature_____	Signature_____	Signature_____
Date_____	Date_____	Date_____	Date_____

UNIT OWNER'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ ("Shareholder") is and will be performing renovation work in Unit No. _____ within **Carlton Terrace Corporation** ("Cooperative") located at **65 Durham Road, Bronxville, NY 10708**, managed by **Garthchester Realty Associates** ("Managing Agent"), pursuant to decoration or alteration agreements and/or the contract/proposal dated _____, now therefore, as to all such work, the Shareholder, Cooperative and Managing Agent hereby agree:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Shareholder agrees to indemnify, defend and hold harmless Cooperative 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 Cooperative 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 Cooperative 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 Cooperative and/or Managing Agent and their respective insurers, which would have otherwise been paid by the Unit Owners 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 Cooperative 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.

Cooperative:

Managing Agent:

Shareholder:

Signature: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Name: _____

Date: _____

Date: _____

Date: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

00/00/0000

PRODUCER * NAME AND ADDRESS OF INSURANCE CARRIER	FAX 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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	\$1,000,000/\$2,000,000	00/00/00	00/00/00	EACH OCCURRENCE	\$ 1,000,000	
					DAMAGE TO RENTED PREMISES	\$ 100,000	
					MED EXP (any 1 person)	\$ 5,000	
					PERSONAL & ADV INJURY	\$ 2,000,000	
					GENERAL AGGREGATE	\$ 2,000,000	
					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS ☐ ☐	\$1,000,000 minimum	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000	
					BODILY INJURY (per person)	\$	
					BODILY INJURY (per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY	EA ACC	\$
						AGG	\$
B	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
						\$	
*	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	\$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
Carlton Terrace Corporation, 65 Durham Road, Bronxville, NY 10708
Garthchester Realty Associates, 440 Mamaroneck Ave, Harrison NY
Date of Move /Delivery/ Work

CERTIFICATE HOLDER**CANCELLATION**

Carlton Terrace Corporation 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
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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 law 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 partial list of insurance carriers that sometimes exclude this coverage:

Acceptance Casualty Ins. Co.	Everest	Peleus Insurance Co.
Acceptance Indemnity Ins. Co.	First Mercury – Cover X	Penn America
ACE	Gemini Insurance	Preferred Contractors Inc.
Alterra E&S	Guard Insurance Companies (NorGuard/AmGuard)	Prime Insurance Co.
Am. European Ins. Group	Hermitage	Princeton E&S
American Safety	Hudson	Rutgers/American European Ins. Co.
Arch Specialty Ins. Co.	Illinois Union Insurance Co.	Scottsdale
Aspen Specialty	Kingstone Insurance	Sompo (Endurance)
Atlantic Casualty	Lloyds	Tokyo Marine
Atlantic Mutual	Markel Corp.	Tower Insurance
Burlington	Maxum Indemnity/Maxum Specialty	Tudor
Century Surety	MUSIC (Mesa Underwriters)	United Specialty Insurance
Colony	National Fire & Marine	U.S. Liability / U.S. Underwriters / USLI
Employers Mutual Co.	Northfield / Northland	Utica First
Essex – Binding Authority	Nautilus Insurance	Western Heritage
Evanston (Alterra E&S)	Nova Casualty	Western World

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. Wassennan, President of LEW Corporation. Mr. Wassennan 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.