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 **Orienta Gardens Owners, Inc.** 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 detailed description/scope of work from the Contractor for Board review and 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. 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.
4. 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.
5. General contractor's certificate of insurance and copy of license.
6. Deposit check for in the amount of **$500.00** payable to **Orienta Gardens Owners, Inc** is required and will be deposited and cashed and return upon completion of work and submission of Certificate of Compliance from the building department.
7. Application processing fee for **$350.00** made out to **Garthchester Realty Associates**
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: All kitchens, bathrooms and any structural work requires a permit from the Building Department.

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 **Orienta Gardens Owners, Inc. 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:

_____

_____

_____

_____

ORIENTA GARDENS OWNERS INC.

UNIT ALTERATIONS / RENOVATIONS / REPAIRS

APPLICATION

This form must be submitted to obtain approval for all Alterations/Renovations/Repairs, within Orienta Gardens Units. No work may be performed until written approval has been received.

Owner: _____ Building _____ Unit #: _____

Day/Evening Phone _____ Cell Phone _____

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

_____

_____

_____

Licensed Contractor performing work: (use new application for each contractor)

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 Polices naming the **Orienta Gardens Owners Inc. and Garthchester Realty Associates.** as additional insured.
(4) Indemnification Form (Each contractor must sign)
(5) Building Permit(s) if required by local regulations.
(6) Minimum Damage/Security Deposit ($500) (subject to paragraph 4 of procedures)
(7) Proposed work dates.

ORIENTA GARDENS OWNERS INC.

UNIT ALTERATIONS / RENOVATIONS / REPAIRS

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/alteration/repair of a unit must be complied with:

A. NECESSARY APPROVALS AND RESPONSIBILITIES

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 complete the application form and deliver it to the Managing Agent for approval. The application shall be accompanied by:

   a. Plans(s) and drawings of proposed work, drawn to scale.

   b. Copies of contracts with contractors and or subcontractors with addresses and phone numbers.

   c. Certificates of Insurance from contractors and subcontractors:

      i. Naming **Orienta Gardens Owners Inc. and Garthchester Realty Associates** as additional insured.

      ii. Must indicate a minimum of one million dollars ($1,000,000) in general liability,

      iii. Must indicate proof of workers compensation and disability policies;

   d. Building Permit(s) and all other municipal approvals – if required by law;

   e. A check made payable to Orienta Gardens Owners Inc. in the amount of $500 as minimum Damage Security Deposit; (also see no. 4 below)

   f. Construction Schedules; and,

   g. Contractor License(s).

   h. Coop's Indemnification Form signed by Owner and Contractor.

2. Written consent from the Cooperative must be obtained prior to the commencement of any work.

ORIENTA GARDENS OWNERS INC.

UNIT ALTERATIONS / RENOVATIONS / REPAIRS

PROCEDURES

B. RESPONSIBILITIES

1. In order to allow for the timely processing of requests the Management Company must be allowed a minimum of 6 business days to respond to your request. Do not schedule work with your contractors until you have received written approval of your request.

2. The Shareholder shall be solely responsible for the costs of any engineer(s) or other professional (s) 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. If this is required, you will be notified prior to the engagement of the professional.

3. On a case by case basis the Cooperative may require a greater damage security deposit than $500, depending upon the extent of the renovation or alteration.

4. 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.

5. Any damage, which is a result of the Shareholders work, must be repaired to the satisfaction of the Board within 10 business 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.

6. The hours of work are limited to 8:30 a.m. to 5:00 p.m., Monday through Friday. **No work may be performed on Saturdays, Sundays or Holidays**. The only exception to this rule is that painting may be performed on Saturdays. (Holidays are: New Years Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Rosh Hashanah, Yom Kippur, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Hanukkah and Christmas Day.)

7. The Shareholder shall be solely responsible for the prompt removal of any rubbish or debris caused by such renovation or alteration.

8. Alterations performed without written 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.

ORIENTA GARDENS OWNERS INC.

UNIT ALTERATIONS / RENOVATIONS / REPAIRS

PROCEDURES

B. RESPONSIBILITIES (Continued)

9. Shareholders performing work are required to notify units adjoining and across the hall, as well as directly below.

10. All contractors must check in and out with the building Superintendent.

11. Floor finishes must be water based.

12. Work that requires water shutdowns within the building must be scheduled, with the Superintendent, a minimum of 6 business days in advance in order to allow adequate time to notify other residents within the building. This scheduling is the responsibility of the shareholder.

13. When the work to be performed involves changes to the plumbing in the kitchen and/ or bathroom(s) new/additional shut off valves must be installed at the time of renovation.

14. No materials or refuse may be stored in the hallways or stairwells of the building. All materials must be kept within the unit.

15. Shareholder shall be responsible for providing access to the Superintendent, and or management, for the purpose of inspecting job progress and the scope of work being performed. Access may be required at any time during the job and at its completion.

ORIENTA GARDENS OWNERS INC.

CONTRACTOR/VENDOR RULES AND REGULATIONS

* * * (RESIDENT – GIVE THIS TO YOUR CONTRACTOR) * * *

All contractors/vendors that provide services to Orienta Gardens and/or the residents of Orienta Gardens are required to comply with the following rules:

1. No contractor/vendor may perform any work within the complex without first receiving written approval from the Cooperative.
2. Construction Schedules must be provided to the cooperative for all work that is being performed.
3. All contractors/vendors must provide an Executed copy of the Coop's Hold Harmless Agreement.
4. The hours of work are limited to 8:30 a.m. to 5:00 p.m., Monday through Friday. **No work may be performed on Saturdays, Sundays or Holidays**. The only exception to this rule is that painting may be performed on Saturdays. (Holidays are: New Years Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Rosh Hashanah, Yom Kippur, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Hanukkah and Christmas Day.)
5. All contractors/vendors must check in and out with the building Superintendent daily.
6. Floor finishes must be water based.
7. Work that requires water shutdowns within the building must be scheduled a minimum of 6 business days in advance in order to allow adequate time to notify other residents within the building.
8. Contractor is responsible for providing the Superintendent with 24-hour notification of the material deliveries and if elevator pads are required.
9. When the work to be performed involves changes to the plumbing in the kitchen and/or bathroom(s) new shut off valves must be installed at the time of renovation.
10. No materials or refuse may be stored in the hallways or stairwells of the building. All materials must be kept within the unit.
11. Contractors/vendors may not <u>park</u> anywhere on Orienta Gardens property. The loading zone may be used for an interval not to exceed 15 minutes.
12. All contractors/vendors must enter and exit the building via the basement level. UNDER NO CIRCUMSTANCES SHOULD material be transported through the lobbies.
13. No materials may enter the building via the lobbies.

Any contractor/vendor that violates the rules and regulations of the cooperative will be barred from performing work within the complex.

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 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.
* NAME AND ADDRESS OF INSURANCE CARRIER	**INSURERS AFFORDING COVERAGE**
INSURED	INSURER A: xxxxxxxxxx
* NAME AND ADDRESS OF INSURED (Must match signed contract)	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	$
					OTHER THAN AUTO ONLY – 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					

SAMPLE

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

Also additionally insured: Shareholder's Name, Address and Apt. number

a) Orienta Gardens Owners, Inc., Orienta Gardens, Mamaroneck, NY 10543

b) Garthchester Realty Associates 440 Mamaroneck Ave, Harrison, NY 10528

Date of Move /Delivery/ Work:

CERTIFICATE HOLDER _____

Orienta Gardens Owners, Inc.
C/O Garthchester Realty Associates
440 Mamaroneck, Ave., S-512
Harrison, NY 10528

CANCELLATION

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 KINDUPON 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 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 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.

ORIENTA GARDENS OWNERS INC.

RESPONSE TO APPLICATION

(TO BE COMPLETED BY MANAGING AGENT)

Date _____

To: _____ Unit: _____

CC: Tony Potes, Superintendent

Dear Resident,

We are in receipt of your Application for Proposed Apartment Alterations/Renovations/repairs.

_____ Your request is hereby approved. **Please contact the Orienta Gardens Superintendent to schedule your work. His number is: 914-490-2257**

_____ Your request can not be processed because the following items were not submitted with your package:

Please provide the following:

____ Contract (prices may be deleted or omitted)
____ Contractor's License(s)
____ Contractor's Certificate of Insurance for Liability, Workmen's Compensation & Disability
____ Polices naming the **Orienta Gardens Owners Inc. and Garthchester Realty Associates** as additional insured.
____ Hold Harmless Agreement (Each contractor must sign a hold harmless agreement)
____ Building Permit(s) if required by local regulations.
____ Minimum Damage/Security Deposit ($500) (subject to paragraph 4 of procedures)
Proposed work dates.

Please submit the missing items so that we may continue to process your request.

If there are any questions, please contact our office.

Very truly yours
Property Manager, Garthchester Realty Associates
As Agent for Orienta Gardens Owners Inc.
(914) 813-1900