



# Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Avenue  
Harrison, NY 10528  
(914)725-3600 F:(914) 725-6453

98-20 Metropolitan Ave. Suite 1  
Forest Hills, New York 11375  
(718) 544-0800 F:(718) 520-7673

Dear Shareholder:

Enclosed please find the alteration agreement for 101 Old Mamaroneck Road Owners Corp. Please read, sign and return this form to the attention of Rose Marie Sotero at Garthchester Realty along with the following required documents:

1. A detailed scope of work you will be doing, for Board approval.
2. Any plumbing work and electrical work must be done by Westchester County licensed plumbers and electricians, all necessary permits must be obtained before work may begin, (certificate of insurance must be included).
3. 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.
4. General contractor must be licensed in Westchester County and provide certificate of insurance, worker's compensation, license and signed indemnification form.
5. Indemnification form (must be signed by the shareholder and all contractors).
6. A renovation deposit of \$1000.00 is required and will be deposited. **The deposit will only be refunded once we received of the Certificate of Compliance from the building department.**
7. Application processing fee for \$300.00 payable to Garthchester Realty.
8. **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.
9. **Bathroom renovations will not be approved unless the replacement of the shower lead pan and drain line are included in the scope of work.**
10. **Shareholders are required to notify their neighbors using the enclosed construction notice\* when starting work in their unit, so your neighbors are kept abreast of the timeline for completion and which noise levels to expect and when.**

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: **101 Old Mamaroneck Road Owners Corp. and Garthchester Realty** listed as additional insured and certificate holder. Upon completion of all work, the shareholder is responsible for closing all permits and submitting to Garthchester Realty a copy of the Certificate of Compliance from the building department.

Thank you for your attention to this matter.

Rosemarie Sotero

*The information and forms provided on this website are subject to change and may, therefore, not be the most current versions. Accordingly, users of this site are advised to check the date of the forms to make sure it is the most current. Garthchester Realty hereby disclaims responsibility for the reliance by any users of this site on the information contained herein without independent verification of its accuracy.*

## 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 Indemnity Ins. Co.	Maxum Indemnity Co.
Alterra E&S	Mt. Valley indemnity
American Safety	National Fire & Marine
Atlantic Casualty	National Contractors Ins. Co.
Berkley Specialty	Northfield
Burlington	North Sea
Century Surety	Nova Casualty
Colonial Co.	Penn Star
Colony	Preferred Contractors Inc.
Endurance	Ranger
Essex	RCA
Evanson	RLI / Mt. Hawley
Everest	Rutgers/American European Ins. Co.
First Century	Tower Insurance
First Mercury - Cover X	Tudor
Hermitage	U. S. Liability / U.S. Underwriters / USLI
Hudson	Ulrica First
Kingstone Insurance	Valley Forge
Max Specialty	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.



## ALTERATION AGREEMENT

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TO: 101 OLD MAMARONECK ROAD OWNERS CORP. Date: \_\_\_\_\_  
RE: Resident: \_\_\_\_\_  
Apartment No: \_\_\_\_\_  
Building: \_\_\_\_\_

Resident:

Pursuant to paragraph 21 of my Proprietary Lease, I hereby request permission to install the equipment and make the alterations described in the annexed document (hereafter collectively referred to as the "work") in the above apartment.

If such permission be granted:

1. I agree, before any work is begun:
    - (a) To provide a written statement detailing the specific work to be performed in the premises as well as indicating the manner, design and scope of the alteration and/or renovation.
    - (b) If required by law or Governmental regulations, to file plans with and procure the approval of all Governmental agencies having jurisdiction over the work and, not more than ten days after receipt of such approval, to deliver to the Apartment Corporation a copy of every permit or certificate issued. If there be any doubt as to the need for such approval, the Apartment Corporation shall be the sole arbiter in resolving the doubt.
    - (C) To procure from my contractor, or contractors:
      - (i) Comprehensive personal liability and property damage insurance policies, satisfactory to the Board of Directors, which policies name the Apartment Corporation and its Managing Agent, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to the Apartment Corporation; and
      - (ii) Workmen's compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.
- All such policies, or certificates evidencing their issuance, shall be delivered to the Apartment Corporation.

2. If the Apartment Corporation is required to or shall deem it wise to seek legal, engineering or architectural advice prior to granting permission, I agree to reimburse you, on demand, for reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of any work.
3. It is understood that:
  - (a) I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building which may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or no structural, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air—conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.
  - (b) I recognize that there will be no change in the operation of the building's heating system (or air—conditioning system, if any) to facilitate the functioning of any heating or air—conditioning units I may be installing.
  - (c) The Board of Directors has the right to approve the type and quality of work and to compel the removal of any work which creates a risk of loss or constitutes a dangerous, hazardous or unsafe condition.
  - (d) I undertake to indemnify the Apartment Corporation, the Managing Agent and tenants or occupants of the building for any damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse the Apartment Corporation and its Managing Agent for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of the such work.
  - (e) If, after making any alterations or installing any equipment referred to herein, I shall:
    - (i) seek to exercise my right to terminate my Proprietary Lease pursuant to paragraph 35 thereof, I will, on your demand, but at my expense, restore the premises and equipment to their condition prior hereto, agreeing that compliance with this agreement shall be a condition precedent to the cancellation of my lease, or

- (ii) seek to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, I will, if requested by you, either restore the premises and equipment to their condition prior hereto or provide you with an agreement by my transferee to assume all of my obligations hereunder, including my continuing obligations and understanding exp in subparagraphs (a) through (d) of this paragraph 3.
- 4. All permitted work shall be completed within 90 days after Governmental approval thereof has been granted or, if no such approval is required by law or regulations, Lien from the date hereof .
- 5. No work shall be done, except bet the hours of 9:00 a.m. and 4:30 p.m. during the week; No work is to be done on Saturdays, Sundays or holidays. All work will be done in such a manner as to minimize any unusual noises which might disturb other residents.
- 6 All precautions will he taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense and with arrangements to be made with the superintendent and contractor. I shall be strictly responsible to make sure that upon completion of the work, the premises will be free from dirt, implements, surplus materials and the like, and that the common areas will be left in the status it was in prior to the start of said work.
- 7. I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. If any mechanic's liens be filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within 30 days after such filing, whether or not I am ultimately responsible or liable for payment of same. If I fail so to do, you may exercise any and all your rights and remedies under the Proprietary Lease or this agreement.
- 8. At the completion of the work, I will deliver to you an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required and such other proof as may be necessary to indicate all work has been done in accordance with all applicable law, ordinances and Government regulations. Failure to obtain same, when requested to by the Board, will result in my having to remove the alterations, and restore the property to its original condition.

9. I recognize that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility or efficiency of the work.
10. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.
11. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns.
12. Any and all plumbers or electricians utilized will be licensed to practice their profession, and approved by the City of White Plains, Building Department.

Annexed hereto is the written statement describing the work required by paragraph 1(a).

Very truly yours,

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

Permission Granted:

101 OLD MAMARONECK ROAD OWNERS CORP.

By: \_\_\_\_\_  
BOARD OF DIRECTORS

## **\$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](http://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](http://www.lewcorp.com).*

**CLIENT / MANAGING AGENT / CONTRACTOR  
INDEMNIFICATION AND INSURANCE REQUIREMENT AGREEMENT**

Contractor Name:

Managing Agent Name:        Garthchester Realty

Property Name & Address    101 Old Mamaroneck Road Owners Corp.

Unit Owner / Unit #

Whereas the "Contractor" seeks to perform certain work pursuant to oral and/or written agreement for listed shareholder/unit-owner within an apartment/unit located at listed "Property", managed by the "Managing Agent"; parties agree to the following:

**ACCESS TO PROPERTY LOCATION AND COMMON AREAS**

Whereas, Contractor, in order to perform work for shareholder/unit-owner, requires access to various parts of the Property Location, which are the responsibility of the Property Location and Managing Agent, and not the responsibility of shareholder/unit-owner (the "Common Areas"); and, Whereas, Contractor acknowledges the Property Location's and/or Managing Agent's exposure to liability arising out of the Contractor's access to the Common Areas and work at the Property Location; and, Whereas, Contractor agrees that Contractor and/or Contractor's insurance carriers (and NOT Property Location, Managing Agent or their insurance carriers) should be responsible for said liability; Property Location, and Managing Agent agree as follows:

**INDEMNIFICATION AGREEMENT**

In consideration for access to the Property Location, to the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the Unit Owner, the Property Location and/or Managing Agent from any liability, loss, or other claim, including but not limited to expenses and reasonable attorneys' fees, related to death, personal injuries or property damage (including, but not limited to loss of use thereof) arising out of or in connection with the performance of the work by the Contractor, its agents, servants, subcontractors or employees, except to the extent of any fault attributed to the Property Location and/or Managing Agent.

**INSURANCE REQUIREMENT AGREEMENT**

While performing work at the Property Location, Contractor shall maintain: workers compensation and employer's liability insurance with statutory limits; and commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, which shall name Property Location, Managing Agent and Unit Owner as "Additional Insured" and which shall be primary and non-contributory to any other insurance available to the Property Location and/or Managing Agent. If required by Property Location or Managing Agent, Contractor shall also maintain excess/umbrella liability insurance.

Commencement of the work by the Contractor at the Property Location shall be deemed acceptance of this Indemnification and Insurance Requirement Agreement for purposes legally equivalent to full execution of same. These terms supersede any others which may be inconsistent herewith. The term of this Agreement shall be one year, commencing on the contractor Authorized Signature Date (below); and this Agreement shall renew annually for subsequent one year terms until cancelled in writing by either party.

**Signature**

**Printed Name**

**Date**

**Agent for Property:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Unit Owner** \_\_\_\_\_





\*RENOVATION/CONSTRUCTION NOTICE

TODAY'S DATE: \_\_\_\_\_ ESTIMATED START DATE: \_\_\_\_\_

BLDG: 101  OVERLOOK  ESTIMATED END DATE: \_\_\_\_\_

UNIT: \_\_\_\_\_

CONSTRUCTION TYPE (BRIEF DESCRIPTION): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANTICIPATED DISRUPTION (NOISE/DUST/ELEVATOR USAGE): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WORK APPROVAL REVIEWED: GARTHCHESTER  101 BOARD:

INSURANCE VERIFICATION:

END DATE REVISION AS OF: \_\_\_\_\_ NEW END DATE ESTIMATE: \_\_\_\_\_

QUESTIONS PLEASE CONTACT GARTHCHESTER REALTY (914) 725-3600