



Garthchester Realty

www.GarthchesterRealty.com

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Scarsdale New York 10583
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Forest Hills, New York 11375
(718) 544-0800 F:(718) 520-7673

Dear Shareholder:

Enclosed please find the Apartment Renovation application for Colchester Owners Inc. 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 description of the 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's certificate of insurance.
5. A deposit check in the amount of \$1,000.00 made out to Colchester Owners Inc. is required and will be deposited and cashed and returned upon completion of work and submission of Certificate of Compliance from the building department.
6. Application processing fee for \$300.00 payable to **Garthchester Realty**.
7. Indemnification form signed by the shareholder and all contractors, plumbers and electricians).
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.**

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: **Colchester Owners Inc. 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. Deposit checks will not be returned until all paperwork is completed and submitted.

Note: All kitchens, bathrooms and any structural work requires a permit from the Town of Eastchester.

Thank you for your attention to this matter.

Sincerely,
Garthchester Realty
Rose Marie Sotero
Assistant to Oscar Szomor

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
Evanston	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	Utica 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.



Colchester Owners, Inc.
143 Garth Road
Scarsdale, NY 10583

APARTMENT RENOVATION APPLICATION

Shareholder(s): _____ Apt. _____

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 referred to as the "work") in the above apartment.

If permission is granted:

1. I agree, before any work is begun:
 - (a) To provide you with a complete and conformed copy of every agreement made with contractors and suppliers.
 - (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 you a copy of every permit or certification issued. If there be any doubt as to the need for such approval, you 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 Cooperative Corporation and the 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 you; and
 - (ii) Workmen's compensation and employees liability insurance policies, covering all employees of the contractor, contractors or sub-contractors.
 - (iii) Contractor's signature on and compliance with this Agreement, specifically Addendum I, the substance of which is a contractor Indemnity or Hold Harmless Agreement, contractor's Insurance Requirements and a specific Insurance Endorsement that **MUST** be added to the contractor's policies.
 - (d) All such policies, or certificate evidencing their issuance, shall be delivered to the Board of Directors, c/o the managing agent **PRIOR TO THE START OF ANY WORK.**
2. If the Cooperative 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 not structural, weathertightness 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 alterations and materials used shall be of the quality and style in keeping with the general character of the building. The Board of Directors has the right to approve same, and to compel removal of same, should it not meet the Board's criteria.
 - (d) I undertake to indemnify the Cooperative 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 Cooperative Corporation or the 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 expressed in Subparagraphs (a) through (d) of this Paragraph 3.
4. All permitted work shall be completed within _____ days after Governmental approval thereof has been granted or, if no such approval is required by law or regulations, then from the date hereof.
5. Work is permitted ONLY from 9 AM to 5 PM, Monday - Friday and 10 AM to 5 PM, Saturday. NO work is permitted Sunday, and any work which can produce unusual noises (drilling, demolition, etc.) which might be disturbing to building occupants, shall not be done before 10 AM.
6. All precautions must be 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 securely and neatly in barrels or bags before being taken out of the apartment. All such barrels or bags, rubbish, discarded equipment and/or appliances, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I shall be strictly responsible to make sure that for the duration of the work, and upon completion of work, the premises will be free from dirt, implements, surplus materials and the like, and that the common areas will, each and every day, be restored to the condition they were in prior to the start of said work. Further, to assure compliance with this requirement a refundable deposit of five hundred dollars (\$500), payable to Colchester Owners Inc., must accompany this Application.

ADDENDUM I

Whereas _____ ("Contractor") is and will be performing certain work for _____ ("Owner") pursuant to an agreement for _____, the Contractor hereby agrees:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Colchester Owners Inc. and Garthchester Realty Ltd. 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, subcontractors or employees, servants or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Colchester Owners Inc. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against Colchester Owners Inc. and Garthchester Realty Ltd. 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 Colchester Owners Inc. and Garthchester Realty Ltd. either causing or contributing to the underlying claim. In the 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.

INSURANCE PROCUREMENT

Contractor and all subcontractors shall obtain, and maintain, at all times during the term of this Agreement, at its/their 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, which insurance shall cover the following:
 - (i) premises and operations liability
 - (ii) products/completed operations
 - (iii) broad form property damage
 - (iv) broad form contractual liability
 - (v) 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
- d. Umbrella liability insurance with a limit of \$5,000,000 per occurrence and general aggregate of \$5,000,000.

Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Colchester Owners Inc. and Garthchester Realty Ltd. to be named as "Additional Insured" Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insured there under to be primary to and not concurrent with other valid and collectible insurance available to Colchester Owners Inc. and Garthchester Realty Ltd. Contractor shall, by specific endorsement to its, umbrella/excess liability policy, cause the coverage afforded to Colchester Owners Inc. and Garthchester Realty Ltd. there under to be first tier umbrella/excess coverage above the primary coverage afforded to Colchester Owners Inc. and Garthchester Realty Ltd. and not concurrent with or excess to other valid and collectible insurance available to Colchester Owners Inc. and Garthchester Realty Ltd.

\$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.

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

Contractor Name: _____
Managing Agent Name: Garthchester Realty
Property Name & Address Colchester Owners, Inc.
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 no 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	_____	_____	_____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
CURRENT DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency Agency Address City, ST zip	CONTACT NAME: FULL NAME OF CONTACT
	PHONE (A/C, No, Ext): PHONE OF CONTACT FAX (A/C, No): FAX OF CONTACT
	E-MAIL ADDRESS: EMAIL ADDRESS OF CONTACT
	INSURER(S) AFFORDING COVERAGE
INSURED NAME OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT	INSURER A : CARRIER 1
	INSURER B : CARRIER 2
	INSURER C : (etc...)
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES 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 CERTIFICATION 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	\$1,000,000 / \$2,000,000 Minimum	CURRENT	CURRENT	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		\$1,000,000 MINIMUM	CURRENT	CURRENT	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	IF AVAILABLE	CURRENT	CURRENT	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		STATUTORY LIMITS	CURRENT	CURRENT	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Regarding work at Colchester Owners, Inc. For Unit Owner / Unit #
 Property Name/ Location Colchester Owners, Inc.
 Managing Agent Garthchester Realty
 Unit Owner, Property (and its board members), and Managing Agent are listed as Additional Insured

CERTIFICATE HOLDER Colchester Owners, Inc. Garthchester Realty 209 Garth Road Scarsdale, NY 10583	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE (MUST HAVE A SIGNATURE)