

209 Garth Road Scarsdale New York 10583 (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 Resident:

Enclosed please find an alteration agreement for the work you plan to do in your apartment. Please review the agreement, sign it and return the agreement to the management office, along with the following information:

1. Detailed description of the work, along with drawings and specifications if applicable. Include the name, address and telephone number of your contractor. A license will be required for plumbing and/or electrical work. Anticipated structural changes must be reviewed and approved by an independent engineer at the shareholder's expense. 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.

2. Your contractor must be insured for a minimum of \$1,000,000 for liability and carry workers' compensation insurance. The contractor must provide us with certificates of insurance for both the liability and workers' compensation policies naming you, Fieldstondale Mutual Housing Cooperative, Inc. and Garthchester Realty as additional insured.

3. Application processing fee of \$300.00 payable to Garthchester Realty.

The information described above will be reviewed. A copy of the counter-signed agreement will be returned to you indicating approval to proceed with the alteration. No work can begin until such approval is given.

Very traly yours. ose Marie

Assistant to Carol Dreher

Enclosure

EXHIBIT "A"

DETAILED LIST OF SHAREHOLDER'S PLANS SUBMITTED WITH THIS ALTERATION AGREEMENT

PLANS:

DRAWINGS:

SPECIFICATIONS:

EXHIBIT "B"

CONSENT AND NOTICE TO PROCEED

TO BE PUT ON CORPORATION LETTERHEAD

Date:

[Shareholder(s)] [Shareholder(s)') Address]

Re: Alteration in Apt. No. ___ (the "Apartment")

Dear [Shareholder]:

We have reviewed the Alteration Agreement dated _________ submitted by you in connection with your proposed alterations of the Apartment. All capitalized words or phrases in this letter shall have the same meaning as defined in the Alteration Agreement.

The Corporation hereby consents to the proposed work referenced in the Alteration Agreement and specified in Exhibit "A" thereto. All of the plans submitted by you and approved by the Corporation's Designated Engineer, which sets forth the Work, shall be initialed by you, the Corporation's Designated Engineer, and an officer of the Corporation. This consent is not effective until such Plans are fully initialed and have been delivered to the Corporation or its Managing Agent. Further, this consent is subject to all of the terms, conditions and provisions contained in the Corporation's Occupancy Agreement, By-Laws, and the Alteration Agreement.

This consent is also conditioned upon your commencement of the Work no later than ______, 20____, and the completion of the no later than ______, 20____ (the "Required Completion Date"), TIME BEING OF THE ESSENCE. This deadline is material to our consent, and we have relied upon this representation by you in giving you this consent to proceed.

This consent is not a consent to any alterations other than those included in the Plans. Any deviation from the Plans, or additional alterations or work, must be consented to in writing by an officer of the Corporation or an authorized employee of the Managing Agent. Please note that neither the Superintendent nor any employee of the Corporation shall have the authority to give any consent or otherwise bind the Corporation.

Reminder: you must be in compliance with all pre-conditions set forth in Paragraphs 3 and 4 of the Alteration Agreement between us, including, but not limited to, the insurance requirements, prior to the commencement of the Work.

Very truly yours,	
[Corporation]	
By:	

, President

EXHIBIT "C"

CONTRACTOR AGREEMENT

[On Contractor Letterhead]

Attn:	The Board of I	Directors of Fieldstondale Mutual Housing Cooperative, Inc.
	c/o	[Managing Agent]

Re: Apartment #

Building: , Bronx, New York

Dear Sir/Madam:

This letter will confirm that the undersigned has (i) reviewed and fully understood the terms and provisions of the Alteration Agreement dated ______ (the "Agreement") between The Board of Directors (the "Board of Directors") of Fieldstondale Mutual Housing Cooperative, Inc. (the "Corporation") and ______ (the "Shareholder"); (ii) agrees to abide by the terms of the Agreement and the Corporation's governing documents and the rules and regulations ("House Rules") now or hereafter in effect; and (iii) agrees to take all necessary precautions for the safety of the undersigned Contractor's workers, and the workers of its subcontractors, and shall apply with applicable federal, state, and municipal laws and regulations, including without limitation Sections 240, 241 (6), 202, and 200 of the NYS Labor Law, 12 NYCRR 23 and 21, and the federal OSHA law.

The undersigned further agrees that it will not make any claim against, or seek to recover from the Corporation, the Corporation's Board of Directors, officers, directors, agents, shareholders, the Corporation's Designated Engineer, the Managing Agent, the Shareholder, and the occupants of the Building (collectively, the "Indemnified Parties") for any damage to persons or property (including loss of use thereof) arising out of or in connection with the performance of the Work described in the Agreement by Contractor, its agents, servants, subcontractors or employees, or the use by undersigned Contractor, its agents, servants, subcontractors or employees of facilities of the Corporation, unless the loss or damage is due to gross negligence, willful misconduct or unlawful conduct of the Indemnified Party.

The undersigned further agrees to the fullest extent permitted by law and at its own cost and expense, to indemnify, defend and hold harmless the Indemnified Parties and all other occupants of the Building from and against all claims, loss (including attorneys' fees, witness fees and all court costs), damages, expense and liabilities related to loss of life, injury to any person or property (including loss of use thereof) or any damages arising out of or in any way relating to the performance of the work by undersigned Contractor, its agents, servants, subcontractors or employees, or the use by undersigned Contractor, its agents, servants, subcontractors or employees of facilities of the Corporation, unless the loss or damage is due to gross negligence, willful misconduct or unlawful conduct of the Indemnified Party. The undersigned further agrees to maintain in full force and effect at all times during the performance of the Work such insurance coverage in such limits and with such additional insureds as specified in **Exhibit "D**" to the Agreement and shall provide <u>Acord 25</u> certificates of insurance naming the required additional insureds as shown on **Exhibit "D**" to the Agreement. Contractor shall also provide a current <u>Acord 855</u> New York Construction Certificate of Liability Insurance Addendum upon requested.

The undersigned represents and warrants that it is a duly authorized representative of the Contractor and is authorized to bind it to the foregoing waivers, covenants and indemnifications.

Sincerely,

(Name of Contractor)

By:

Name: Title:

Subscribed and sworn to before me

this _____day of ______, _____

Notary Public

EXHIBIT "D"

CONTRACTOR REQUIRED INSURANCE

Shareholder's Contractor shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Board of Directors, licensed to do business in the State of New York, and all such policies shall name *the Corporation, the Corporation's Board of Directors, officers, shareholders, and the Managing Agent* as additional named insureds. No diminution of limits of insurance will be permitted.

- (i) WORKER'S COMPENSATION as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York.
- (ii) COMPREHENSIVE GENERAL LIABILITY, including Contractor's Liability and Blanket Contractual Liability (oral or written including, without any limitation, coverage of the indemnity found under this Alteration Agreement) all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Paragraph 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II paragraph B (1)) is to be deleted. The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestoscontaining material, and shall not include a sunset clause without the Board of Directors' consent. The policy cannot include any exclusion relating to an "injury to an insured employee (action over)" that negates the contractual liability exception under this policy.

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)

(iii) **COMPREHENSIVE AUTOMOBILE LIABILITY (if applicable)**, including nonownership and hired car coverage, as well as owned vehicles:

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)

(iv) UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE: \$3,000,000 COMBINED (combined single limit). If umbrellas

are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Corporation showing that such insurance is in full force and the premiums due thereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days' written advance notice thereof to the Corporation. The Contractor shall promptly furnish the Corporation with copies of any endorsements subsequently issued amending insurance coverage or limits.

In the event of the failure of the Contractor to furnish and maintain such insurance, the Board of Directors shall have the right, at its option, at any time, (a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such are escorted by a member of the Building's staff, they shall be permitted to remove their tools and supplies, or (b) to take out and maintain the said insurance for and in the Corporation's name, the Shareholder's name and the name of the Contractor and the Shareholder agrees to pay the cost thereof and to furnish all necessary information and consents to permit the Corporation to take out and maintain such insurance for the Corporation's account, the Shareholder's account and the account of Contractor. Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder or the Contractor from liability assumed under any provisions of this Agreement.

Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder from liability assumed under any provisions of this Agreement.

The Contractor's insurance policy shall also contain in substance the following endorsement:

"This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein."

Nothing in this Exhibit "D" shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

EXHIBIT "E"

GENERAL GUIDELINES

[MODIFY/ADD TO AS NECESSARY FOR CORPORATION]

Alterations to existing heating system

- A. Show on the plans the exact location (with dimensions) of all new units.
- B. An elevation drawing showing the interior and exterior wall.
- C. A section drawing/detail including condensate pan drainage pitch with drain pipe/tube extending at least 4" from the exterior building wall.
- D. Specify waterproofing method and product to avoid water penetration.
- E. Indicate model, make, capacity and MEA # of unit to be installed.
- F. Indicate electrical information for the model selected including required voltage and HACR breaker size as per manufacturer.
- G. Exterior louver model, color, size and make (LPC approval, if required).
- H. If existing steam radiator is to be replaced by a steam coil within the unit:
 Avoid supply steam mixing with return condensate return piping.
 Provide make, model of steam coil.
- If hot water radiator is to be replaced by a hot water coil within the unit:
 Provide a 3-way valve within unit so that hot water supply is directed to the return piping when unit is "off"
- J. Provide a dedicated electric circuit for any new unit. Update or replace existing electric panel as necessary.

Architectural Items

At all washing machine installation, the plans must indicate water proofing at the floor (and 12" A.F.F. at perimeter walls), a metal pan below the washing machine and an electronic water sensor which will turn-off the washer in the event of an overflow or leak.

Construction Administration Requirements

- A. Application shall be submitted to Management for approval.
- B. Licensed electrician, plumber shall be retained to perform work.
- C. Licensed Architect or Engineer to file plans with NYC DOB for approval.
- D. Obtain required permits before start of work.
- E. Obtain a Letter of Completion upon satisfactory completion of work and provide a copy to building management.
- F. Site safety personnel shall be hired to protect the safety of pedestrians at the public sidewalk during work (specifically removal of brick work or related masonry).

EXHIBIT "F"

ASSUMPTION OF ALTERATION AGREEMENT

WHEREAS, by a certain deed dated _____, 201__, ____, ("Assignee") will acquire all of the right, title and interest of ______ ("Assignor") in and to a certain cooperative unit _____ (the "Unit") in Fieldstondale Mutual Housing Cooperative, Inc. (the "Corporation"), located at ______, Bronx, New York; and

NOW, THEREFORE, in consideration of the premises and the waiver of the right of first refusal by the Board of Directors of the Corporation pursuant to the terms of the Corporation's Occupancy Agreement and By-Laws (collectively, the "Corporate Documents") in connection with the transfer of the Unit, Assignee hereby ASSUMES AND AGREES TO PERFORM AND COMPLY with all the terms, covenants and conditions of that certain Alteration Agreement between Assignor and the Corporation dated ______, 201___ (copy attached hereto), including, without limitation, the obligation to maintain and repair, at Assignee's expense, the alteration work which was the subject of the Alteration Agreement and any structures, fixtures, appliances, or other items installed or built in connection with such alteration work.

Any breach of this Assumption Agreement or the obligations assumed hereby shall be a breach of the Assignee's obligations under the Occupancy Agreement of the Corporation.

This Assumption Agreement and all of its provisions shall be binding on Assignee and [her][his] estate, heirs, executors, administrators, personal representatives, successors and assigns.

New York, New York Date: _____, 201__.

_____, Assignee

STATE OF NEW YORK)) ss.: COUNTY OF _____)

On this ______ day of _____, ___, before me personally came ______, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that [she][he] executed the same.

Notary Public

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\$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, <u>ANYONE</u> 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:

Property Name & Address

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			

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