



Garthchester Realty

www.GarthchesterRealty.com

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 Unit Owner:

Enclosed please find the Capital Improvement agreement for Hastings Terrace Condominiums. Please read, sign and return this form to the attention of David Guerrero 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 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. Deposit check for \$1,000.00. Payable to Hastings Terrace Condominium.
6. Application processing fee of \$300.00 payable to Garthchester Realty.
7. Indemnification form (must be signed by the unit owner and all contractors).

Note: All kitchens, bathrooms and any structural work requires a permit from the Village of Hastings on Hudson. Before approval may be granted, the alteration agreement must be submitted with the all completed documents listed above.

Thank you for your attention to this matter.

Sincerely,



Garthchester Realty

Hastings Terrace Condominium
555-565 Broadway
Hastings on Hudson NY 10706

CAPITAL IMPROVEMENT FORM

Re: Unit: _____

Building Address: _____

To the Board:

Pursuant to Section 6 (a) of the By-Laws (rules and regulations) of the Condominium, 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 is granted:

1. I agree, before any work is begun:

(a) To provide you with a complete and confirmed 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 certificate issued. If there be any doubt as to the need for such approval, you shall be the sole arbiter in resolving tile doubt.

(c) To procure from my contractor(s):

(i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name you and your 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 subcontractors.

All such policies, or certificates evidencing their issuance, shall be delivered to you.

2. If you are required 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, weather-tightens 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.
 - (d) I undertake to indemnify you, your managing agent and owners 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 you and your managing agent for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of such work.
 - (e) If, after making any alterations or installing any equipment referred to herein, I shall:
 - (i) See to exercise my right to terminate any ownership pursuant to paragraph of the Declaration (by-laws), 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 termination of my ownership.
 - (ii) Seek to transfer my unit, 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 complete within **90** days after Governmental approval thereto has been granted or, no such approval is required by law or regulation then from the date hereof
 5. No work shall be done, except between the hours of 8:00 am and 5:00 p.m., Saturdays. Sundays and holidays excluded, and any work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 10:00a.m.
 6. All precautions will 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 in bags, before being taken out of the unit. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that only the service elevator may be used for such removal and only at such times as the superintendent of the building may direct. If the convenience of other owners requires that the service elevators be operated on an 'overtime' basis, I shall reimburse you for any wages or related expenses incurred in connection therewith.
 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 ten days after such filing. If I fail so to do, you may exercise any or all of your rights and remedies under the Declaration, by-laws, Rules and Regulations 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 proofs may be necessary to indicate all work has been done in accordance with all applicable laws, ordinances and Government regulations.
 9. I recognize that by granting consent to the work, you do not profess to express any opinions 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 (lie by-laws (declaration or rules and regulations) 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 unit 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.

Annexed hereto is the “work” document and a rider of ___pages, which is made a part of this agreement.

Very truly yours,

Owner

Owner

Permission Granted:

Board of Managers

By _____ Agent



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CAPITAL IMPROVEMENT-INSURANCE REQUIREMENTS

To the Contractor:

Hastings Terrace Condominium requires that you provide documents to serve as proof that you hold current General Liability Insurance and Workers Compensation Insurance certificates covering all employees, contractors or subcontractors engaged in the renovation.

On your Certificate of Liability Insurance, please list the following additional insured

Under "Description of Operations"

1. Name of Resident/New Resident, Address and Apt #. _____,
2. Hastings Terrace Condominium
3. Garthchester Realty

The Certificate Holder of your Liability insurance and Worker's Compensation insurance should be as follows:

Certificate Holder:

Hastings Terrace Condominium
c/o Garthchester Realty
209 Garth Road
Scarsdale, NY 10583

INDEMNIFICATION FORM

COOPERATIVE/CONDOMINIUM: _____

NAME OF CONTRACTOR: _____

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and/or 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 Contractor, its agents, servants, subcontractors or employees, at premises owned by Owner. This agreement to indemnify specifically contemplates (1) full indemnity in the event of liability imposed against the Owner and/or Managing Agent without negligence and solely by reason of statute, operation of law, or otherwise, and (2) partial indemnity in the event of any actual negligence on the part of the Owner and/or Managing Agent causing or contributing to the underlying claim, in which 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.

Unit Owner & Unit #

Contractor

Date

\$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.