



440 Mamaroneck Avenue, Suite S 512  
Harrison, NY 10528

T: 914.813.1900  
F: 914.813.1919

www.stillmanmanagement.com



Dear Shareholder:

Enclosed please find the Capital Improvement agreement for **1111 Midland Ave. Tenants Corp.** Please read, sign and return this form to the attention of Dawn Levin at Stillman Management Realty Corp. along with the following required documents:

1. A description of the work you will be doing, for Board 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. 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 and copy of license.
5. Deposit check in the amount of \$500 payable to 1111Midland Ave. Tenants Corp. is required and will be deposited and cashed and return upon completion of work and submission of Certificate of Compliance from the building department.
6. Application processing fee for \$300.00 made out to Stillman Management Realty Corp.
7. Indemnification form (must be signed by the shareholder and all contractors).
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.**

**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: **1111 Midland Ave. Tenants Corp. and Stillman Management Realty Corp. listed as additional insured. Sample provided.**

**Upon completion of all work, the shareholder is responsible for closing all permits and submitting to Stillman Management Realty Corp. 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,

Stillman Management Realty Corp.

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1111 MIDLAND AVENUE TENANTS CORP.**  
**APPLICATION FOR PROPOSED APARTMENT**  
**ALTERATIONS/RENOVATIONS**

This form must be submitted to obtain approval for all Alterations/Renovations, including electrical, carpentry and plumbing related work, with the exception of anything decorative/cosmetic, such as painting, hanging of pictures, wallpaper, carpeting and linoleum.

Shareholder: \_\_\_\_\_ Unit #: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensed Contractor performing work: (use back of page if more than one)

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  
Policies naming the Cooperative and Stillman Management as additional insured.
- (4) Building Permit(s) if required by local regulations.
- (5) Minimum Damage/Security Deposit (\$500) (subject to paragraph 4 of procedures)
- (6) Proposed work dates.

NOTE: IF ANY INFORMATION IS OMITTED, APPLICATION WILL BE RETURNED.

Please return to the Managing Agent.

---

To be completed by Managing Agent:

Approved [ ] Denied [ ]

Board Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Engineer or other Professional Required      Yes      No

Property Manager \_\_\_\_\_ Date \_\_\_\_\_

## 1111 MIDLAND AVENUE TENANTS CORP.

### UNIT RENOVATION/ALTERATION 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 or alteration of a unit must be complied with:

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 notify the Managing Agent in writing for approval. Such written request shall be accompanied by:
  - a. Plans(s) and drawings of proposed work, drawn to scale, and if a building permit or other municipal permit is required a copy of such. Plans submitted to be prepared and certified by an Architect.
  - b. Copies of contracts with contractors and or subcontractors with addresses and phone numbers.
  - c. Certificates of Insurance from contractors and subcontractors:
    - i. Naming 1111 Midland Avenue Tenants Corp. and Stillman Management Realty Corp., as additional insured.
    - ii. Must indicate a minimum of one million dollars (\$1,000,000) in general liability, proof of workers compensation and disability policies;
  - d. Completion of Renovation & Alteration Application (see attached form);
  - e. Building Permit(s) and all other municipal approvals – if required by law;
  - f. A check made payable to 1111 Midland Avenue in the amount of \$500 as minimum Damage Security Deposit; (also see no. 4 below)
  - g. Construction Schedules; and,
  - h. Contractor License(s).
2. Written consent from the Board must be obtained prior to the commencement of any work.
3. The Shareholder shall be solely responsible for the costs of any engineer(s) or other professional 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.
4. 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.

5. 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.
6. Any damage, which is a result of the Shareholders work, must be repaired to the satisfaction of the Board within 5 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.
7. The hours of work are limited to 8:30 a.m. to 5:00 p.m., Monday through Saturday. No work may be performed on Sundays or Holidays.
8. The Shareholder shall be solely responsible for the prompt removal of any rubbish caused by such renovation or alteration.
9. Alterations performed without Board 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.
10. Shareholders performing work are required to notify adjoining units.
11. All contractors must check in and out with the building Superintendent.

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

Contractor Name: \_\_\_\_\_  
Managing Agent Name: Stillman Management Realty Corp.  
Property Name & Address 1111 Midland Avenue Tenants Corp., Bronxville, NY 10708  
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	_____	_____	_____

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
00/00/0000

PRODUCER <b>* NAME AND ADDRESS OF INSURANCE CARRIER</b>	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.
<b>INSURERS AFFORDING COVERAGE</b>		
INSURED <b>* NAME AND ADDRESS OF INSURED (Must match signed contract)</b>	INSURER A: <b>XXXXXXXXXX</b>	
	INSURER B: <b>XXXXXXXXXX</b>	
	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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<b>XXXXXXXXXX</b>	00/00/00	00/00/00	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES				\$ 1,000,000	
	MED EXP (any 1 person)				\$ 10,000	
	PERSONAL & ADV INJURY				\$ 1,000,000	
	GENERAL AGGREGATE				\$ 2,000,000	
	PRODUCTS – COMP/OP AGG				\$ 2,000,000	
B	<b>AUTOMOBILE LIABILITY</b> <input 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 <input type="checkbox"/> _____ <input type="checkbox"/> _____	<b>XXXXXXXXXX</b>	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea Accident)	\$
	BODILY INJURY (per person)				\$	
	BODILY INJURY (per accident)				\$	
	PROPERTY DAMAGE (Per accident)				\$	
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY – EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
B	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
*	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<b>XXXXXXXXXX</b>	00/00/00	00/00/00	<input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other	
	E.L. EACH ACCIDENT				\$	
	E.L. DISEASE –EA EMPLOYEE				\$	
	E.L. DISEASE –POLICY LIMIT				\$	
	<b>OTHER</b>					

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

**Regarding work at 1111 Midland Ave. Tenants Corp., for unit owner/unit\_ \_\_\_\_\_**  
**Property Name/location: 1111 Midland Ave., Bronxville, NY 10708**  
**Managing Agent: Stillman Management Realty Corp., 440 Mamaroneck Ave, Harrison, NY 10528**  
**Unit Owner, Property (and its board members), and Managing Agent are listed as Additionally insured.**  
**Date of Move /Delivery/ Work:**

<b>CERTIFICATE HOLDER</b> 1111 Midland Ave. Tenants Corp C/O Stillman Management Realty Corp. 440 Mamaroneck Ave. S-512 Harrison, NY 10528	<b>CANCELLATION</b> 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 KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE <b>Must have signature</b>
--	---

**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 Jaw 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](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).*