



**3616 HENRY HUDSON PARKWAY OWNERS CORP.
3616 HENRY HUDSON PARKWAY
RIVERDALE, NY 10463**

Re: Alteration Agreement

Dear Shareholder(s):

Enclosed are the Alteration Application and Agreement ("Agreement"), which must be completed before alteration work can be initiated in your apartment. The purpose of the renovation package is to insure that any renovation work performed in the building will cause as little disturbance as possible to other owners and tenants. In addition, the procedure insures licensed contractors will be used to perform critical work and that the work will be done in accordance with the building codes of the city of New York.

Owners seeking to renovate their units will be required to complete the renovation package and to obtain Management and/or Board approval prior to commencing any work which would involve demolition of walls, ceilings, tiles, or the change or addition to any electrical or plumbing system or any other improvements.

The package includes forms which request specific and important information from both the shareholder and his/her contractor.

No exceptions to this policy will be granted, as all work done in the building which requires outside labor, the use of equipment, or the movement of heavy items through the building, can cause both damage to Co-op property and a disturbance to other owners.

Also enclosed is a shareholder Alteration Application Checklist. Please read the Application and ask the professionals and/or contractors working for you to do so as well. The procedures set forth were designed to protect you, your fellow tenants and shareholders, and the Apartment Corporation.

You must return to the Managing Agent, the original and one copy of the completed and signed Agreement, along with all required documents. You must also include two checks, **one for three hundred and fifty dollars (\$350.00) made payable to Stillman Management Realty Corp** for the non-refundable processing fee, and the **second for two-thousand dollars (\$2,000.00) made payable to 3616 Henry Hudson Parkway Owners Corp.** for the Alteration Escrow Deposit; this deposit is subject to modification at the discretion of the Board of Directors and/or Management, dependent upon the scope of work and nature of an Alteration. The Escrow Deposit is refundable upon the satisfactory completion of the Alteration, less any amount required to cover damages resulting from the Alteration. **Escrows will not be refunded until all Department of Buildings (DOB) permits are closed out. A full, complete alteration package must be submitted for review and approval before filing for any permits with DOB.** Architect self-certification is not permitted. Once approval is given by the engineer, Board of Directors and/or Managing Agent, your contractor may proceed to file for any necessary permits to begin your apartment renovation and must follow the rules for project commencement.

Please note: the Co-op's engineer and superintendent, electrician and plumber may make periodic inspections during the renovation to observe compliance with the alteration agreement and the approved plans. These engineering visits will be at the shareholder's expense.

Should you have any questions, please feel free to contact Stillman Management Realty Corp at 914-813-1900.

Sincerely,
3616 Henry Hudson Parkway Owners Corp.



SHAREHOLDERS ALTERATION PROCEDURE

1. Please note that the following procedures must be followed during your renovation project. The Alteration application must be complete and all items submitted must be marked on the enclosed checklist before it can be forwarded for review. Incomplete applications will not be processed.
2. After the completed package has been submitted and depending on the scope of work, it usually takes two to three weeks for review and a decision.
3. If your Alteration Application is approved, the management office will inform the shareholder and a copy of the fully executed Alteration Agreement will be forwarded to you for your files.
4. The shareholder will pay the expenses if the Alteration Application is submitted to the building's Engineer/Architect for review.
5. Depending upon the scope of alteration work, engineering inspections may become necessary during the renovation to observe compliance with approved plans. The additional expenses for these visits will be borne by the shareholder. The building does not permit there to be any renovation work which would result in the creation of new a new kitchen, bathroom, or other wet areas which would be constructed directly above a dry area in the unit below.
6. If you plan to move plumbing lines or make structural changes to the walls, your architect/contractor must file with the proper division of the Department of Buildings, City of New York. (Please note that no building riser whether plumbing, electrical or otherwise may be relocated at any time.)
7. An asbestos report is required if you are filing with the DOB.
8. If you plan to renovate your bathroom, depending on the extent of renovation, you will be required to replace all branch lines from the riser to the basin, toilet and shower body, including the shower body, toilet lead bend, shower pan, and installation of new ball shut off valves. A NYC licensed plumber will be required to perform this work and it must be filed with the NYC Department of Buildings.
9. The plumber must furnish a statement about the work and submit proof that they have filed with the Department of Buildings for plumbing work being done to the apartment. The application must be closed with DOB before your escrow deposit can be returned.
10. The general contractors must inform the Superintendent about the starting date and nature of work to be done before beginning work.
11. All workmen must clean up daily when the day's work is done.
12. No containers for removal of materials are allowed on the premises, unless prior written approval is received from Management. They must be kept on the city streets and the contractor must have permits for their use. Contractor's garbage cannot be left at the site and use of the building's garbage containers or other methods of garbage disposal is prohibited.
13. All contractors must comply with the EPA requirements and provide a copy of the company's EPA Certificate.
14. As a courtesy, prior to starting a construction renovation project, please notify all adjacent apartments on your floor and above and below your apartment by sending a notice that includes the nature of the alteration and approximate starting and completion dates. Please forward all copies of letters sent to your neighbors to the Managing Agent for our records.



15. Please read the Alteration Agreement thoroughly. If you or your architect/contractor have any questions, please contact the Managing Agent.
16. The contactors must have protection for the floors, walls, elevators, etc.
17. The contractors may use service entrance and service elevator only (if applicable).



SHAREHOLDER ALTERATION CHECKLIST

Please include all applicable items with your Alteration Application

Read the complete Shareholder Alteration Application and Agreement.

Original, plus one (1) copy of the completed and signed Alteration Agreement. **NO DOUBLE SIDED COPIES.**

Processing fee (non-refundable): Check for **\$350.00 payable to "Stillman Management Realty Corp"**

Security Deposit: Check for **\$2,000.00 payable to "3616 Henry Hudson Parkway Owners Corp."** (refundable at completion of work and closing of open DOB permits issued for your work). For more extensive applications, a larger deposit may be necessary.

Original, plus two (2) copies of your contractor's insurance certificates.

Original, plus two (2) copies of each signed contractor's agreement.

Two (2) copies of Alteration Plans applicable for this alteration.

Two (2) copies of the license of each contractor as applicable.

Two (2) copies of any letters referring to the electrical and/or structural work as applicable.

A job description from your architect/contractor. This is in addition to any architectural, plumbing, electrical or structural plans submitted.

A letter from your architect/contractor stating that no structural components are being altered.

A waiver of mechanic's lien from **each** contractor (i.e. carpenter, plumber) (see attached). Indemnification Agreement and Insurance procurement to be signed **by** owner and contractor (see attached).

Exclusion of Injury form from **each** of your contractor(s) insurance broker(s). (This must be on the Insurance Brokers letter head).

Proof of compliance with Local Law 154 and 159 (if applicable).

Certificate of Insurance from **each** contractor naming 3616 Henry Hudson Parkway Owners Corp. and Stillman Management Realty Corp, 440 Mamaroneck Ave S 512, Harrison New York 10528 as the "Certificate Holder" and "As Additionally Insured" listed as follows:

- Shareholder and Unit #
- 3616 Henry Hudson Parkway Owners Corp.
- Stillman Management Realty Corp

After receiving approval from the Managing Agent, copies of all building permit(s) issued by DOB must be submitted



PART II -AGREEMENT

SHAREHOLDER(S) ALTERATION AGREEMENT

Date: _____

Name(s): _____

Tel. #: _____

Email: _____

Apt. #: _____

I/we hereby requests that **3616 Henry Hudson Parkway Owners Corp.** (the "Co-op") provide written consent for the making of certain alteration(s) (the "Alteration") to the above referenced co-op apartment, in the premises known as **3616 Henry Hudson Parkway, Riverdale** (the "Building"). I/we have submitted, for approval, the plans and specifications attached hereto (the "Plans") for the Alteration, and we agree to the following:

A. Before any alterations shall be started:

1. I/we understand and agree that if I/we plan to combine apartments, move plumbing lines, add additional plumbing fixtures, add/remove electrical wiring or make structural changes, the licensed professional/contractor must file and obtain the appropriate approval and permit with the proper division of the Department of Buildings (DOB) City of New York.
2. No plans may be submitted to DOB without prior approval from the Managing Agent. Architect self-certification is not permitted. An Asbestos Report is also required when filing with the Department of Buildings.
3. I/we shall file the Plans with all proper municipal departments and shall obtain all governmental approvals, permits and certificates that may be required. The Managing Agent shall be notified of any Building Permit Number assigned to the Plans and shall be given a copy of the permits and aforementioned certificates within 10 days of my/our receiving same. Permits must be posted on the apartment door when permission to proceed is received.
4. If any structural modifications are involved, I/we will submit a letter from my/our architect/contractor stating that no load-bearing components are being altered.
5. If Alteration shall include any electrical work, I/we shall furnish to the Managing Agent a letter from a licensed electrician, engineer or architect, which shall certify that the electrical loads required resulting from the Alteration will not be in excess of the present electrical capacity of the Apartment and will not adversely affect the Building's electrical service.
6. I/we understand and agree that if the work is extensive, the alteration application, together with drawings and specifications describing the total scope of work, may be submitted to the Co-op's engineer or architect for review at the owner's expense.
7. I/we understand and agree that all contractors must notify the Superintendent prior to commencing work.



- a. I/we understand and will inform my/our contractor(s) that no containers for removal of materials are allowed on the premises, unless same has been approved in writing by the Managing Agent. They must be kept on the city streets and the contractor must have permits for their use.
 - b. I/we understand and will inform my/our contractor(s) that all workers must clean up daily when the day's work is done and protection must be provided for floors, elevators, etc.
 - c. I/we understand and agree that after approval from the Managing Agent, as a courtesy, I/we will provide written notification to neighboring apartments of the construction work. I/we agree to forward copies of letters provided to neighbors for the Managing Agent's records.
8. I/we shall furnish the Cooperative with a photocopy of each and every agreement with my/our contractor(s), which shall include a description of the scope of their renovation work. This is in addition to any architectural, plumbing, electrical or structural plans submitted.
 9. I/we shall procure from my/our contractor and submit for the Cooperative's approval the Contractor's written agreement waiving the right to file a Mechanic's Lien or other lien, attachment or encumbrance against the Cooperative which may arise out of or in connection with the work. Subcontractors shall also file a Waivers of Mechanic's Lien with the Managing Agent before such subcontractors commence work. If I/we are unable to obtain Waivers of Mechanic's Liens, then I/we shall provide the Cooperative with a Labor and Material Payment Bond from a Surety Company acceptable to the Cooperative.
 10. If required, I/we agree to obtain the approval of the New York Landmarks Preservation Commission for any Alteration(s) involving the exterior of the Building.
 11. I/we agree that no Air-Powered tools will be used without the specific written approval of the Board of Directors and/or Management.
 12. I/we agree that the contractor(s) who perform the Alteration work must obtain the following insurance coverage:
 - a. \$1,000,000.00 Comprehensive Liability
 - b. \$1,000,000.00 Property Damage Liability
 - c. Workmen's Compensation and Employee's Liability Coverage for ALL employees of the contractor and any Sub-contractors.
 13. I/we agree to insure that the contractor(s) submit a Certificate of Insurance, listing the Co-op as certificate Holder and As Additionally Insured: Stillman Management Realty Corp. and me/us stating that said insurance will not be terminated unless at least 30 days' notice is given to the Managing Agent.
 14. I/we agree to submit a copy of the license for all plumbers, electricians and trades people.

B. Guarantees/Commitments:

15. If required, at completion of the Alteration, I/we shall obtain a Certificate of Occupancy permitting residential occupancy of the apartment and a Certificate from the Board of Fire Underwriters with respect thereto.
16. I/we shall assume all responsibility for the Alteration and agree that neither the Cooperative nor the Managing Agent will be responsible for the failure of efficient performance of building services to the apartment resulting from the Alteration.



17. I/we agree to assume all responsibility for the weather-tightness of any installation affecting the exterior walls or roof and the waterproofing of any portion of the Buildings structure directly or indirectly by the Alteration and for the maintenance and performance of all heating, plumbing air- conditioning and other requirements installed or altered by me/us.
18. Should the Alteration involve the enclosure of any heat or water pipes, or in any other way limit access to these pipes and if in the future, the Cooperative has cause to damage or remove these impediments for the purpose of repair to said pipes or for any other purpose, I/we agree to pay for any extraordinary expenses the Cooperative may incur in removing these impediments, and I/we shall assume all costs in restoring such.
19. The Alteration and Materials used shall be the quality and style in keeping with the general character of the Building. I/we agree to take all precautions to prevent all damage to the Building and assume all risk for damage to the Building, its mechanical systems, and property of all other tenants and occupants in the Building, which result from or in any way be attributable to the Alteration.
20. I/we agree that all demolition, reconstruction and installation work, as set forth in the Plans, shall be performed and completed within the time period specified from the date when municipal approval has been granted or if no approval is required, from the date approved by the Managing Agent.
21. I/we agree that the Alteration shall be performed only between the hours of 9:00 a.m. and 5:00 p.m. **NO WORK** shall be performed on Saturdays, Sundays or Holidays. The work must stop at 4:30pm for daily clean up.
22. I/we agree that rubbish, rubble, discarded equipment or other materials (i.e. empty packaging cartons) are to be promptly removed from the Building at my/our own expense, in the manner prescribed by the Managing Agent. I/we shall see to it that precautions shall be taken to prevent dirt and dust from permeating other parts of the Building or other apartments in the Building during the progress of the Alteration.
23. If for any reason, one or more Mechanic's Liens are filed for the work done or materials furnished in connection with the Alteration, I/we agree, at my/our sole expense to cause such Mechanic's Lien(s) to be satisfied. The Cooperative may exercise all rights and remedies reserved to it in my/our Proprietary Lease to cause satisfaction of said Lien(s).
24. By executing this Agreement, I/we undertake to indemnify and hold harmless the Cooperative, the Managing Agent and the Tenants and Occupants of the Building, against any claims for damages to persons and property suffered as a result of the Alteration, whether or not caused by negligence, and any expenses (including, without limitation, attorney's fees and disbursements) incurred by the Cooperative in connection therewith.
25. In granting the consent requested I/we understand that the Cooperative makes no representation as to the design, feasibility or efficiency of the Alteration or whether I/we will be able to obtain the required permits and certificates.
26. If the operations of the Building or any of its equipment are in any way adversely affected by reason of the Alteration, I/we agree at my/our sole expense and cost to promptly remove the cause thereof upon being advised by the Cooperative or Managing Agent.
27. I/we acknowledge and agree that all demolition work must be completed within (10) days after commencement. I/we acknowledge that the time periods contained herein are of essence of this agreement, and that the time periods may be extended only if the Cooperative requests that no work



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be performed on specific dates; in such event the time for which completion is required hereunder will be extended by the number of days which the Cooperative prohibits work from being performed.



28. If the work is not completed within the approved time period, the Board of Directors and/or the Agent have the right to suspend all work and/or impose the following monetary damages. I/we agree to pay the Cooperative the following monetary damages:
 - a. If the work continues from one (1) to thirty (30) days after the date of the required completion, damages of \$250.00 for each working day will be payable.
 - b. If the work continues for more than thirty (30) days after the date of the required completion, additional damages of \$250.00 (for a total of \$500.00 per day) for each working day beyond the 30th day will be payable.
29. **The work must be completed within 90 calendar days from the date of commencement, unless prior written approval for an extension of time is received. Owner must notify agent in writing prior of the commencement date of work.**
30. I/we agree that this agreement **MAY NOT** be changed orally.
31. I/we understand and agree that the Cooperative may suspend all work hereby authorized if I/we fail to comply with the terms of my/our Proprietary Lease or the House Rules applicable to Alterations, or the terms thereof.
32. Should the Alteration involve erection of a structure or enclosure on an outside terrace, I/we agree that in addition to all other obligations set forth and in the Proprietary Lease, I/we shall grant the Cooperative's representatives access to the terrace for purposes of inspecting such structure or enclosure. I/we further agree, at my/our sole expense, to perform any repairs, maintenance and/or make such changes in the structure or enclosure, of the Building (including the apartment therein) as required to meet appropriate standards. I/we acknowledge and agree that, the Cooperative is not obligated to undertake such inspections or recommend repairs, maintenance procedures or changes.
33. I/we agree to release and discharge, and to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Cooperative and its employees, agents (including, without limitation, the Cooperative's Managing Agent), officers and directors, from and against any and all claims, demands, or expenses of whatever kind or nature (including, without limitation, counsel fees and expenses) arising out of, or in any way related to, the Alteration or other construction in the Apartment.
34. I/we agree that by entering into this Alteration Agreement and in consideration for the Cooperative's consent to the requested Alteration, I/we hereby release the Cooperative from its responsibilities under the Proprietary Lease in connection with work performed in the Apartment. I/we and all future owners of the shares allocated to the Apartment, shall henceforth be deemed responsible for all future maintenance, repairs and replacements that may be required in connection with or related to the requested Alteration, as well as any unauthorized alterations or other construction performed in the Apartment including, but not limited to, any maintenance, repairs, and/or replacements of or to any portion of the Building affected by the requested Alteration, any unauthorized alterations or other construction performed in the Apartment. Whenever a contract or other agreement shall be entered into for the sale, transfer or assignment of the shares allocated to the Apartment, whether by operation of law or otherwise, each such subsequent shareholder shall, as part of such contract or other agreement, be informed in writing of my/our obligations hereunder, shall be provided a copy of the Plans and this Agreement, shall be required to assume all of my/our obligations hereunder as a condition to such sale, transfer or assignment, and shall be required to execute such documentation as may be required by the Cooperative in connection therewith at or prior to closing. I/we shall, in addition, be responsible to provide copies of the Plans and this Agreement to the Purchaser.



- 35. I/we agree that this Alteration Agreement applies to the requested Alteration, any unauthorized alterations and any other construction performed in, to or affecting the Apartment, including but not limited to, any electrical work, plumbing work, structural changes, exterior work and any work performed to windows, window frames, sashes or sills.
- 36. All parties hereto shall be deemed to have participated in the review and/or preparation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall in all instances be interpreted as to its fair meaning and to strictly for or against any party.
- 37. I/we hereby warrant and represent that: I/we have carefully read this Alteration Agreement in its entirety; have had an adequate opportunity to consider it; have either consulted with an attorney of my/our own choosing or have had adequate opportunity to do so and have chosen not to. I/we further warrant and represent that I/we understand all of its terms; fully understand my/our rights, obligations and responsibilities hereunder; voluntarily assent to all of the terms and conditions contained herein and are signing this Agreement voluntarily and without force or duress of any kind
- 38. I/we hereby further agree to waive any and all claims that I/we might have against the Corporation that may arise as a result of or in connection with (a) the Corporation's advice to a potential Purchaser of the provisions of this Agreement and/or (b) the Corporation's refusal to consent to the transfer of the Apartment to a potential Purchaser unless and until such potential Purchaser has executed and delivered to the Corporation or its agent such documentation as the Corporation may require regarding the assignment and/or assumption of the obligations contained herein.

Read, understood and agreed to:

By: _____

By: _____

Date: _____

Approved Approved with Modification (see instruction) Not Approved

By: _____

Date: _____



**3616 HENRY HUDSON PARKWAY OWNERS CORP.
ALTERATION AGREEMENT**

**Addendum to Document A107-2007
3616 Henry Hudson Parkway Owners Corp. (Owner)**

And _____

Notice is hereby given that the coop engineer will be making periodic visits during the renovation to observe compliance to the alteration agreement. These engineering visits will be at the shareholders expense.

A \$2,000 application escrow deposit must be submitted prior to final engineering, board of directors and management review. (Such amount may be amended subject to the scope of work)

The engineering fee is approximately \$175.00 per visit.

Shareholder

Shareholder



**PART III – SUBMITTALS
CONTRACTOR'S APPLICATION
(To be completed by the contractor)**

This form must be completed by the contractor and submitted with the Shareholder's Alteration Agreement to the Managing Agent prior to commencing any work in the building. A **New York City License** is required by all contractors and their subcontractors in order to perform any work.

Contractor's Name: _____

Contractor's Address: _____

City, State and Zip: _____

Contractor's Office#: _____ Emergency Tel#: _____

Re: **3616 Henry Hudson Parkway** Apartment #: _____

1. What work will you be performing?
2. What is your NYC License#? _____
(Please attach a photocopy of your license)
3. Is a building permit required? No _____ Yes _____ If a permit is required, the work must be filed with the Department of Buildings and a copy of each permit issued (Construction, plumbing, electrical, etc.) must be submitted to the Managing Agent before approval is granted to start each phase of work. **(No application or permit may be applied for unless the alteration is approved.)**
4. You are required to provide the Managing Agent with a certificate of liability and property damage insurance in the amount of \$1,000,000.00 naming **3616 Henry Hudson Parkway Owners Corp.** and Stillman Management Realty Corp. as insured's for liability and property damage which may be caused by your actions while working in the building.
5. What is the name, address and telephone number of your insurance agent?

Contractor must read and sign:

I _____, hereby agree to abide by the rule of **3616 Henry Hudson Parkway Owners Corp.** while working in the building. Such rules prohibit work of any kind prior to 9:00AM or after 5:00PM weekdays. I also understand that no work is permitted on Saturday, Sunday and Holidays. (Work must stop at 4:30pm for daily clean up.)

Signed: _____

Date: _____

NYC License#: _____



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Print Name and Title: _____



MECHANIC'S LIEN WAIVER FORM
(To be completed by each contractor)

Dated: _____

Attention: Managing Agent of **3616 Henry Hudson Parkway**

Re: Apartment# _____

Dear Sir/Madam:

The undersigned agrees that it will not make any claim against, or seek to recover from (a) _____ (the "Shareholder") or (b) the Corporation' or the Corporation's other Shareholders', servants, agents, partners, guests, licensees, invites, tenants or employees (collectively, the "Indemnified Parties") for any damage to persons or property by the perils within the scope of the policies described in that certain alteration agreement between the Corporation and the Shareholder dated _____ unless the loss or damage is due to the carelessness or negligence of the Indemnified Party. The Indemnified Parties and all other occupants of the building shall be indemnified and held harmless against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property which occurs during or results from the performance of the work, unless such injury or loss or damage to the property is caused by carelessness or negligence of that indemnified Party.

Sincerely,

(Name of Contractor)

Signature: _____

Print Name: _____

Title: _____

License# _____

A copy of my New York State License is attached.



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INSURANCE/COI REQUIREMENTS
and
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

As a condition of doing business with 3616 Henry Hudson Pkwy Owners Corp. (“Unit Owner” OR “Building Owner”), every Contractor or Vendor (Including any Subcontractors) performing work on the premises of 3616 Henry Hudson Parkway East Bronx, NY 10463 (the “Location”) **MUST:**

- I. provide insurance of the types and in not less than the limits set forth below (or in a greater amount if requested by the condominium or corporation). If the Contractor or Subcontractor is carrying higher limits than those limits set forth below, then those higher limits shall be deemed to be required. Contractors or Subcontractors insurance coverage is primary and non-contributory to Building Owner, Unit Owner and Property Manager, and grants such parties a waiver of subrogation; and no diminution of limits of insurance will be permitted. Each of the contractors and subcontractors shall maintain the insurance throughout the duration of its portion of the Work (and any warranty period given to the unit owner or shareholder by the contractor or the subcontractor)
 - a. Commercial General Liability using an industry standard unmodified coverage form including contractual liability with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate with either per project or per location endorsement for property damage and bodily injury
 - b. Comprehensive Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit each accident, including bodily injury and property damage liability for any owned, hired/borrowed and non-owned autos.
 - c. Workers' Compensation Employers Liability Insurance and any statutory state disability benefits law insurance including Occupational Disease in the minimum amounts as required by the jurisdiction where the work is performed
 - d. Umbrella/Excess Liability insurance on an occurrence basis following the form of the primary coverage or coverage as broad as or no less restrictive than the primary commercial general liability policy. The minimum limits shall be Three Million (\$3,000,000) per occurrence and in the policy aggregate. LOWER OR HIGHER LIMITS MAY BE REQUIRED OR APPROVED ON CASE BY CASE BASIS BY APPROVAL OF PROPERTY MANAGER.

- II. have the following entities named as Additional Insured in the Contractor’s or Vendor’s Commercial general liability, automobile and umbrella/excess insurances. For CGL on an Ongoing and Completed Operations basis using forms (CG 2010/2037 OR CG2037/CG2038). CG2033 NOT ACCEPTABLE:
 - a. Unit Owner (If Any):
 - b. Building Owner (MUST BE COMPLETED: 3616 Henry Hudson Pkwy Owners Corp. its officers, directors and unit owners or shareholders, its engineer, the managing agent and the occupants of the building (the “Indemnified Persons”)
 - c. Property Manager (MUST BE COMPLETED: Stillman Management Realty Corp. its officers, directors and unit owners or shareholders, its engineer, the managing agent and the occupants of the building (the “Indemnified Persons”)

- III. on each occasion prior to the commencement of work at the Location on behalf of Apartment Owner or Building Owner, provide Property Manager with, at a minimum:
 - a. a then-current Certificate of Insurance meeting the requirements set forth above and as indicated on the sample Certificate of Insurance provided; Each insurance policy or certificate of insurance rejected by the condominium or corporation shall be corrected as necessary and shall be resubmitted until approved. Failure to reject a certificate or a policy shall not relieve the contractor of the obligation to provide



- insurance in accordance with this agreement.
- b. a completed Acord 855-NY;
 - c. a fully-executed copy of this Insurance/COI Requirements and Hold Harmless and Indemnification Agreement; and any additional documentation requested by Property Manager.

SHAREHOLDER'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ (“Shareholder”) is and will be performing renovation work in Unit No. _____ within _____ (“Corporation”) located at _____, managed by _____ (“Managing Agent”), pursuant to decoration or alteration agreements and/or the contract/proposal dated _____, now therefore, as to all such work, the Shareholder, Corporation and Managing Agent hereby agree:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Shareholder agrees to indemnify, defend and hold harmless Corporation and 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 Shareholder, its agents, servants, contractors, subcontractors or employees. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Corporation and Managing Agent 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 Corporation and/or Managing Agent either causing or contributing to the underlying claim. In that 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. If Shareholder fails to procure insurance as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Corporation and/or Managing Agent and their respective insurers, which would have otherwise been paid by the Shareholders required insurance.

INSURANCE PROCUREMENT

Shareholder shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, personal liability insurance with a minimum limit of \$1,000,000. Shareholder shall, by specific endorsements cause Corporation and Managing Agent to be named as additional insureds. Shareholder shall, by specific endorsement, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to the additional insureds.

If the terms of this Agreement directly conflict with any other written agreements between the parties, the term contained in this Agreement shall supersede in that instance.

Corporation:

Managing Agent:

Shareholder:

Signature: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Name: _____

Date: _____

Date: _____

Date: _____

CONTRACTOR'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ (“Contractor”) is and will be performing certain work for _____ (“Shareholder”) at _____ (“Corporation”) located at _____, managed by _____ (“Managing Agent”), pursuant to oral and/or written agreements and/or Purchase Orders, and/or the contract/proposal dated _____, now therefore, as to all such work, Contractor, Shareholder, Corporation, and Managing Agent agree as follows:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, Corporation, Managing Agent, and Shareholder 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, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Corporation. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Corporation, Managing Agent, and Shareholder 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 Corporation, Managing Agent, and Shareholder either causing or contributing to the underlying claim. In that 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. If Contractor fails to procure insurance as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Corporation, Managing Agent, and Shareholder, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

INSURANCE PROCUREMENT

Contractor shall obtain and maintain at all times while performing work for or at the request of the Shareholder, at its 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, including per-project aggregate endorsement, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, 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; and (d) umbrella liability insurance with a limit of \$1,000,000 per occurrence and a general aggregate of \$1,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Corporation, Managing Agent, and Shareholder to be named as additional insureds. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to the additional insureds. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the additional insureds hereunder to be first tier umbrella/excess coverage above the primary coverage afforded to the additional insureds and not concurrent with or excess to other valid and collectible insurance available to the additional insureds. Contractors insurance policies required herein shall include waiver of subrogation in favor of the additional insureds, and shall have no exclusions or limitations pertaining to the additional insureds relating injuries to the Contractor’s employees or subcontractor employees, the location of the work, or type of work performed on behalf of the Shareholder.

If the terms of this Agreement directly conflict with any other written agreements and/or Purchase Orders between the parties, the term contained in this Agreement shall supersede in that instance.

Contractor	Corporation	Managing Agent	Shareholder
Name_____	Name_____	Name_____	Name_____
Signature_____	Signature_____	Signature_____	Signature_____
Date_____	Date_____	Date_____	Date_____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 INSURERS(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 Name Insurance Agency Address	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	NAIC #
INSURED NAMED OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT	INSURER A : CARRIER 1 - AM BEST (A-) OR BETTER	NAIC REQ
	INSURER B :	
	INSURER C :	
	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 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R LTR	TYPE OF INSURANCE	ADD L INS R	SU BR WV D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	\$1,000,000 / \$2,000,000 MINIMUM	CURRENT	CURRENT	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> Blanket Contractual Liability						PERSONAL & ADV INJURY	\$2,000,000
	GEN' AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY	X	X	\$1,000,000 MINIMUM	CURRENT	CURRENT	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	X	SEE AGREEMENT	CURRENT	CURRENT	EACH OCCURRENCE	See agreement
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	See agreement
	DED RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	\$1,000,000 MINIMUM NEW YORK STATE DISABILITY - Statutory	CURRENT	CURRENT	X WC STATUTORY LIMITS OTH-ER STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under							
	DESCRIPTION OF OPERATIONS below							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<<Shareholder >>, <<Corporation >>, and <<Managing Agent>> are named as additional insureds (policy form CG201011/85 or equivalent) for ALL operations by Contractor or by any of its subcontractors or agents. Liability policies include a Primary/Non-Contributory endorsement and a waiver of subrogation endorsement in favor of the Additional Insureds, their agents and employees. Liability policies shall have NO limitations or exclusions for injuries to employees, subcontractor employees, location or type of work performed.

Loc. <<unit address>>

CERTIFICATE HOLDER:

	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 BE SIGNED



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I. Contractor Insurance Endorsement

ADDITIONAL INSURED-CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: (*Your name and management company name)

WHO IS AN INSURED (Section IJ) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

It is further agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shown shall be primary insurance, and any other insurance maintained by the Additional Insured shall be excess and non-contributory, but only as respects to claim, loss, or liability arising out of the operation of the Named Insured, and only if such claim, loss or liability is determined to be solely the negligence or responsibility of the Named Insured.



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**(MUST BE ON THE INSURANCE BROKER'S LETTERHEAD)
Exclusion of Injury to Employees,
Contractors and Employees of Contractors**

This insurance does not carry the below exclusion:

- (I) Bodily Injury to any employee of any insured, to any contractor hired or retained by or for any insured or to any employee of such contractor, if such claim for bodily injury arises out of and in the course of his/her employment or retention of such contractor by or for any insured, for which any insured may become liable in any capacity.
- (II) Any obligation of any insured to indemnify or contribute with another because of damage arising out the bodily injury; or
- (III) Bodily injury sustained by the spouse, child, parent, brother or sister of an employee of any insured, or of a contractor, or of an employee of such contractor of any insured as consequence of bodily injury such employee, contractor of employee of such contractor, arising out of and in the course of such employment or retention by or for any insured.

The exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury, including damages for care and loss of service.

Named Insured (Print): _____

Named Insured Signature: _____ Date: _____

Policy Number: _____

Insurance Broker Name: _____

Insurance Broker Signature: _____ Date: _____

Insurance Broker Contact #: _____



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PART IV- NOTIFICATIONS

FORM A: LEAD BASED PAINT RULES RIDER

Effective June 1, 1999 Lead Based Paint Rules Governing Renovations in Pre-1978 Housing

I/we hereby acknowledge that I/we have received a copy of the pamphlet "Protect Your Family From Lead In Your Home", informing me of the potential risk of lead hazard exposure from renovation activity to be performed in my dwelling unit. I/we received this pamphlet before the work began.

I/we hereby agree and understand that I/we will be responsible for informing my/our contractor that they are responsible for complying with the lead based paint regulations when scraping and sanding of painted surfaces greater than two (2) square feet is performed either in my/our apartment or in the common areas of the building outside my/our apartment.

I/we hereby agree and understand that I/we will be responsible for informing my/our contractor that they are responsible for completing and executing all forms associated with painting renovation inside and outside my/our apartment, to make the pamphlet available to me/us if painting renovation is performed inside my/our apartment and to notify neighbors on my/our floor if a painting renovation is performed inside my/our apartment and to notify neighbors on my/our floor if painting renovation is performed outside the apartment in a limited use common area.

I/we hereby agree to hold the Cooperative and Managing Agent harmless from any responsibility, cost and expense associated with the compliance of the lead based paint regulations and to indemnify the Cooperative and Managing Agent from any lawsuit or legal cost and expense due to my/our failure to comply with such regulations.

Signature of Shareholder/Unit Owner

Signature of Shareholder/Unit Owner

Printed Name of Shareholder/Unit Owner

Printed Name of Shareholder/Unit Owner

3616 Henry Hudson Parkway

Name of Building/Building Address

Apartment Number



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NEW FEDERAL LEAD PAINT RULE Effective April 2010

"For buildings built prior to 1978, EPA rules for Safe Lead Based Paint Renovation will be adhered to, Per 40 CFR Part 745.225

Contractor – Print Company Name

Contractor – Print Name of Representative

Contractor – Signature of Representative

Date



MEMORANDUM

To: All Shareholders/Unit Owners
From: Alteration Department
Re: NYC DOB Local Law 154 & 159 (Alteration Application)

Please be advised, on December 28, 2017, the City of New York passed two Local Laws which discuss specific requirements with regard to construction projects. Please see details of both Laws below.

Note: Both laws require that the shareholder and/or unit owner post notices for residents during construction projects and to notify the Department of Buildings with an online form of when the work will begin <https://a810-efiling.nyc.gov/eRenewal/tpp.jsp>.

Local Law 154

1. Updates to the Tenant Protection Plan (TPP)

- a. TPP notices must be prepared by the Architect/Engineer of record and must be distributed to each tenant OR be clearly displayed in the building's lobby and within 10 feet of the elevator on each floor. (Note: Building's without elevators must have TPP notices located within 10 feet of fire staircases.)
- b. -TPP notices **must** include:
 - i. a statement noting that residents may obtain a copy of the TPP from the Owners upon request and may also access the TPP on the Department of Building's website (www.nyc.gov/buildings.)
 - ii. The name and contact information of the Site Safety Manager, Site Safety Coordinator, or Construction Superintendent (as applicable). If none of these apply, the name and contact information of the Owner of the building or the Owner's designee need to be added
 - iii. That complaints can be made to 311 regarding the work
- c. Owners are required to notify the Department 72 hours before beginning work in a building with a TPP (www.nyc.gov/buildings).

Local Law 159

1. The Owner is responsible for providing a Safe Construction Bill Of Rights (included in Alteration Agreement) for the following types of work:
 - a. An application for permit work not constituting minor alterations or ordinary repairs (Consult with your Architect/Engineer as to what constitutes "minor work" or "ordinary repairs)
 - b. An emergency work permit
2. The Safe Construction Bill Of Rights must be **filled out completely and in detail**.
3. The notice must remain posted until the **completion** of the work.

Please note, we are providing this notice for informational purposes only. Follow up with your professional contractor regarding your code of compliance requirements.



JUNE 2018

SERVICE UPDATE

Tenant Protection Plan Notice to Occupants

Local Law 154 of 2017 requires owners to post or distribute a notice regarding the tenant protection plan (TPP) when the Department of Buildings issues the work permit.

Beginning on July 18, 2018 owners must post or distribute the notice form created and approved by the Department. The form is available [here](#) and on the Department's website at www.nyc.gov/buildings. The notice must be distributed to each occupied dwelling unit OR posted in the lobby **and**

- on each floor within ten feet of the elevator; or
- if the building does not have an elevator, within ten feet of or in the main stairwell on each floor.

As of July 18, 2018, owners must post the notice provided by the Department in order to comply with Local Law 154 of 2017. Failure to post the Department's approved notice containing the required contact information may result in the imposition of penalties.

Please be reminded, Local Law 154 also requires owners to notify the Department in writing at least 72 hours before starting work that requires a TPP. You must use the [online notification form](#) on the Department's website.

Note: Owners are also required by [Local Law 159 of 2017](#) to post the notice created and approved by the Department. Visit the Department's website for more information on Local Law 154 of 2017 and Local Law 159 of 2017.



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POST UNTIL: December 31, 2018

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nyc.gov/buildings



DECEMBER 2017

SERVICE UPDATE

Local Law 159 of 2017: Safe Construction Bill of Rights

Effective December 28, 2017, Owners of multiple dwellings are required to provide a Safe Construction Bill of Rights for the following types of construction:

- an application for a permit for work not constituting minor alterations or ordinary repairs;
- an emergency work permit;
- new buildings, immediately upon application for a Temporary Certificate of Occupancy

The Safe Construction Bill of Rights notice **must** include:

- a description of the type of work being conducted and the locations in the multiple dwelling where the work will take place;
- the hours of construction;
- a projected timeline for the completion of the work;
- a description of the amenities or essential services anticipated to be unavailable or interrupted during the work and how the owner will minimize such unavailability or interruption;
- contact information, including a telephone number, for an agent or employee of the Owner who can be reached for non-emergency matters pertaining to the work being performed;
- contact information, including a telephone number, for an agent or employee of the Owner who can be reached for emergency matters pertaining to the work being performed 24 hours a day, 7 days a week during the period of construction; and
- contact information for the relevant City and State agencies where occupants may submit complaints or ask questions about the work being performed.

Owners are required to distribute the Safety Construction Bill of Rights notice to each occupied dwelling unit or post it in the building lobby, as well as on every floor within 10 feet of every elevator bank, or in a building with no elevator, within 10 feet of every main stairwell. The notice **must** be published in English, Spanish and any other languages that the Department of Housing Preservation & Development (HPD) may provide by rule. The notice **must** remain posted until the completion of the described permitted work.



In addition to HPD, the Department may enforce these requirements. An Owner who fails to comply with these requirements will be subject to a violation.

For more information, please visit the [Codes](#) section of the Department's website.

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Safe Construction Bill of Rights

This Notice and a Tenant Protection Plan are required to be distributed to each occupied dwelling unit and posted in a conspicuous manner in the building lobby and on every floor within 10 feet of every elevator bank, or, in a building with no elevator, within 10 feet of or inside every main stairwell and shall remain posted until the completion of the described permitted work because :

- The property owner has filed an application for a permit for work not constituting minor alterations or ordinary repairs with the Department of Buildings (DOB).
- The property owner has notified the DOB that an emergency work permit is being sought.
- The property owner has filed for a temporary certificate of occupancy,

Description of the type of work being conducted and the locations in the multiple dwelling where the work will take place _____

Description of the amenities or essential services anticipated to be unavailable or interrupted during the work and how the owner will minimize such unavailability or interruption

Hours of construction _____

Projected timeline for the completion of the work _____

Agent or employee of the owner who can be reached for non-emergency matters pertaining to the work being performed

Name: _____ **Contact number:** _____

Agent or employee of the owner who can be reached for emergency matters pertaining to the work being performed 24 hours a day, 7 days a week during the period of construction:

Name: _____ **Contact number:** _____

To file a complaint about the work being performed or ask questions about the work being performed, contact the Department of Buildings at 311.



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TPP1: Tenant Protection Plan

Required if dwelling units w/1 be occupied during construction. Owner must notify the Department at least 72 hours before commencing work in connection with the Tenant Protection Plan.

Orient and affix BIS
 jobnumber label here

0

BIS JOB#: _____

1 LOCATION INFORMATION

House No(s) Street Name Number of dwelling units to remain occupied during construction:

Specific unit/apartment numbers to remain occupied:

Borough Block Lot BIN CB No.

2 TENANT PROTECTION PLAN

Required for all applications with occupied dwelling units (AC 28-120.1). Means and methods shall be described with particularity and in no case shall terms such as 'code compliant,' 'approved,' 'legal,' 'protected in accordance with law' or similar terms be used as a substitute for such description. The Tenant Protection Plan must be site specific. The elements of the Tenant Protection Plan may vary depending on the nature and scope of the work but at a minimum, must comply with all applicable laws and regulations, including the NYC Construction Codes, the NYC Housing Maintenance Code, the NYC Noise Control Code, and the NYC Health Code, and shall make detailed and specific provisions for:

1. **Egress** - Clarify how adequate egress will be maintained during construction.
2. **Fire Safety** - Identify safety measures to maintain fire safety of occupied dwelling during construction.
3. **Health requirements** - Specify methods to be used for control of dust, disposal of construction debris, noise control, maintenance of sanitary facilities during construction.
 - 3.1. **Lead and asbestos** - Statement of compliance with applicable provisions of law relating to lead and asbestos, such statement shall describe with particularity what means and methods are being undertaken to meet such compliance.
4. **Compliance with housing standards** - Demonstrate compliance with NYC housing maintenance code and NYS multiple dwelling law during construction.
5. **Structural safety** - Identify specific measures to maintain structural stability during construction.
6. **Noise restrictions** - identify specific means and methods to be used for the limitation of noise to acceptable levels in accordance with the NYC Noise Control Code.
7. **Maintaining essential services** - Describe the means and methods to be used for maintaining heat, hot water, cold water, gas, electricity, or other utility services in accordance with the requirements of the New York City Housing Maintenance Code. Specify if a disruption of any such service is anticipated during the work, including the anticipated duration of such disruption and the means and methods to be employed to minimize such disruption, including the provision of sufficient alternatives for such service during such disruption. Notification of the disruption must be given to all affected occupants of occupied dwelling units.
8. **Other requirements** - Any additional requirements to assure tenant safety during construction.

Complete all sections that apply below.



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If additional space is required, please complete and submit an AI1 form.

Rev. 11/20



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N'IC
 Buildings

TPP1
 page 2

3 TENANT PROTECTION PLAN ATTACHMENTS/DRAWINGS

Required for all applications where separate Tenant Protection Plan attachments/drawings are included. Please append legible 11"x 17" attachments/drawings to this document.

1. Do attachments/drawings accompany this TPP1? **D** YES **D** NO
2. If YES, how many pages?

4 OWNER'S STATEMENTS AND SIGNATURE

I hereby certify that I have reviewed the information provided herein and, to the best of my knowledge and belief, attest to its accuracy. Falsification of any statement is a misdemeanor under §§28-211.1, 28-201.2.1(2), and 28-203.1(1) of the NYC Administrative Code and is punishable by a fine or imprisonment, or both. I understand that if I am found after hearing to have knowingly or negligently made a false statement or to have knowingly or negligently falsified or allowed to be falsified any certificate, form, signed statement, application, report or certification of the correction of a violation required under the provisions of the New York City Administrative Code or of a rule of any agency, I may be barred from filing further applications or documents with the Department. It is unlawful to give to a City employee, or for a City employee to accept, any benefit, monetary or otherwise, either as a gratuity for properly performing the job or in exchange for special consideration. Violation is punishable by imprisonment or fine or both.

Name (print): _____

Relationship to Owner: _____

Business Name/Agency: _____

Street Address: _____

City: _____ State: _____ @: _____

Telephone Number: _____ Fax: _____

Email Address: _____

Signature and Date _____

5 APPLICANT'S STATEMENTS AND SIGNATURE

I hereby certify that:

If applicable, I have been retained by the general contractor performing the alteration, construction, or partial demolition work.

I have reviewed the information provided herein and, to the best of my knowledge and belief, attest to its accuracy. Falsification of any statement is a misdemeanor under §§28-211.1, 28-201.2.1(2), and 28-203.1(1) of the NYC Administrative Code and is punishable by a fine or imprisonment, or both. I understand that if I am found after hearing to have knowingly or negligently made a false statement or to have knowingly or negligently falsified or allowed to be falsified any certificate, form, signed statement, application, report or certification of the correction of a violation required under the provisions of the New York City Administrative Code or of a rule of any agency, I may be barred from filing further applications or documents with the Department. It is unlawful to give to a City employee, or for a City employee to accept, any benefit, monetary or otherwise, either as a gratuity for properly performing the job or in exchange for special consideration. Violation is punishable by imprisonment or fine or both.

Name (please print).....	
Signature?	Date
P.E.J.R.A. Seal (p'ply, i: EJal, thensigt!:: date over seal)	

6 PROFESSIONAL CERTIFICATION STATEMENT AND SIGNATURE

I hereby state that I have exercised a professional standard of care in certifying that this Tenant Protection Plan is complete and in accordance with applicable

Name (please print).....



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laws, including the rules of the Department of Buildings, as of this date. I am aware the Commissioner will rely upon the truth and accuracy of this statement. I have notified the owner that this document has been professionally certified. If an audit or other exam discloses non-compliance, I agree to notify the owner of the remedial measures that must be taken to meet legal requirements. I further realize that any misrepresentation or falsification of facts made knowingly or negligently by me, my agents or employees, or by others with my knowledge, will render me liable for legal and disciplinary action by the Department of Buildings and other appropriate authorities, including termination of participation in the professional certification procedures at the Department of Buildings.

Signatur <u>1</u> /	Date
P.E./R.A. Seal (<i>ppl. i. E.Jal. thea sigll •••• date over seal</i>)		



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NOTICE.

RE: TENANT PROTECTION PLAN FOR OCCUPANTS

The New York City Department of Buildings (DOB) has issued a permit for work in this building that requires a **Tenant Protection Plan (TPP)**. Building occupants may obtain a paper copy of the TPP from the owner and may access the plan on DOB's website at www.nyc.gov/buildings.

Permit Number(s):

Address:

Below is the contact information for the (check one):

Site Safety
Manager

Site Safety
Coordinator

Superintendent of
Construction

Owner/Owner's
Designee

Name:

Phone Number:

Building occupants may call 311 to make complaints.

NYC Administrative Code § 28-120.1.3 requires the Owner to:



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- Distribute this notice to each occupied dwelling unit; **and**
- Post this notice in a conspicuous manner in the lobby **and**
 - on each floor within ten feet of the elevator
 - if the building does not have an elevator, within ten feet of or in the main stairwell of each floor.