



Dear Shareholder:

Enclosed please find the Capital Improvement agreement for **555 Bronx Owners 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 detailed description/scope of work from the Contractor for Board review and 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. Those residents replacing hard wood flooring, must submit the spec sheet for the underlayment being used, as well as comply with the carpet rules per the House Rules.
4. 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.
5. General contractor's certificate of insurance and copy of license.
6. Indemnification form (must be signed by the shareholder and all contractors).
7. **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: Any structural work to kitchens and bathrooms will require 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: **555 Bronx Owners 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 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  
\_\_\_\_\_ COVID FORM  
\_\_\_\_\_ Permit (if applicable)  
\_\_\_\_\_ Renovation Deposit (written out to Building)  
\_\_\_\_\_ Application Fee (written out to Management Company)

NOTES:

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

**CAPITAL IMPROVEMENT APPLICATION  
555 Bronx Owners Corp.**

Re: Building \_\_\_\_\_ Apartment \_\_\_\_\_ (the "Unit")

Shareholder(s):

\_\_\_\_\_

Date: \_\_\_\_\_

Detailed scope of work to be performed: (see over should additional space be needed)

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

**Proposed Start Date** \_\_\_\_\_ **Finish Date** \_\_\_\_\_ **(To be approved).**

In connection with the foregoing, and as a condition to the Board's requested consent, the undersigned does agree to abide by and to comply with each of the following conditions, rules or representations:

1. To provide any additional information or plans about the proposed work that may be requested by either the Board of Directors or the Managing Agent, during this application process or at any time during the course of the work. **(Please provide a copy of the Homeowners Insurance Declaration Page along with this application)**
2. Contractor to provide, in advance of commencing any work, proof of comprehensive public liability (COI), property damage and workers compensation insurance covering the proposed job in amount's satisfactory to the Managing Agent.
3. All contractors, plumbers or electricians who will work on the job must be duly licensed by the appropriate licensing authority and must provide a copy of their license to the managing agent.
4. The Unit owner or the Unit owner's workmen must remove all debris created by the project from the Unit and from the building. Also, no debris may be allowed to remain on the sidewalk or in front of the building.
5. The undersigned assume(s) all risk of damage to the building, any part thereof, any system in or servicing the building or the ground of the premises; and the undersigned assume(s) and agree(s) to pay any and all costs incurred to repair or replace any damage caused by the proposed work or by the Unit owner's workmen.
6. If a mechanic's lien is filed against the premises as the result of the proposed work, and if such lien is not discharged of record or bonded within thirty (30) days of filing, then the co-op corporation shall have the right, but not the obligation, to satisfy the lien and to bill the Unit owner for all costs and expenses relating thereto, including attorney's fees; all of which shall be deemed to be additional rent or maintenance owing by the Unit owner.
7. Work that is not approved shall not be undertaken. Any work completed that is beyond the scope of the Board's approval and consent is subject to removal or correction upon demand by the Board.
8. **Work shall only be done between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.** All work shall be done in such manner as will minimize any unusual noise that might disturb other residents. Further, workmen may not use any public area (hallways or lobby) for cutting of or working on materials to be used in the proposed work, or for storage of materials.

9. The Unit owner also agrees that the proposed work will be performed and completed in full compliance with any other applicable provisions of the Proprietary Lease, the House Rules or any other applicable governmental code, rule, ordinance, or regulation.
10. Failure to comply with any of the provisions of the Board's consent shall be deemed a breach of the consent, and in addition to all other remedies, the Board may require the Unit owner(s) to suspend all further work and may exclude the workmen from the building for any purpose other than the removal of their tools or equipment.
11. This application and the Board's consent, if given, may not be changed orally, but only in writing.
12. This application must be returned to the Managing Agent or Superintendent with the understanding that processing may take up to two (2) weeks.

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

Daytime and Evening Telephone Numbers  
Of the Shareholder(s):

\_\_\_\_\_

Name Address and Telephone Numbers of All Contractors:

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

The foregoing Capital Improvement Application received by:

Superintendent \_\_\_\_\_ Management \_\_\_\_\_ Date: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

555 Bronx Owners Corp.

Dated: \_\_\_\_\_ By: \_\_\_\_\_ Title: \_\_\_\_\_

**Note: This form must be completed for ANY WORK other than painting.**

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

Contractor Name: \_\_\_\_\_  
Managing Agent Name: Stillman Management Realty Corp.  
Property Name & Address 555 Bronx Owners Corp.  
Unit Owner / Unit # \_\_\_\_\_

Whereas the "Contractor" seeks to perform certain work pursuant to oral and/or written agreement for listed shareholder/unit-owner within an apartment/unit located at listed "Property", managed by the "Managing Agent"; parties agree to the following:

## ACCESS TO PROPERTY LOCATION AND COMMON AREAS

Whereas, Contractor, in order to perform work for shareholder/unit-owner, requires access to various parts of the Property Location, which are the responsibility of the Property Location and Managing Agent, and not the responsibility of shareholder/unit-owner (the "Common Areas"); and, Whereas, Contractor acknowledges the Property Location's and/or Managing Agent's exposure to liability arising out of the Contractor's access to the Common Areas and work at the Property Location; and, Whereas, Contractor agrees that Contractor and/or Contractor's insurance carriers (and NOT Property Location, Managing Agent or their insurance carriers) should be responsible for said liability; Property Location, and Managing Agent agree as follows:

## INDEMNIFICATION AGREEMENT

In consideration for access to the Property Location, to the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the Unit Owner, the Property Location and/or Managing Agent from any liability, loss, or other claim, including but not limited to expenses and reasonable attorneys' fees, related to death, personal injuries or property damage (including, but no limited to loss of use thereof) arising out of or in connection with the performance of the work by the Contractor, its agents, servants, subcontractors or employees, except to the extent of any fault attributed to the Property Location and/or Managing Agent.

## INSURANCE REQUIREMENT AGREEMENT

While performing work at the Property Location, Contractor shall maintain: workers compensation and employer's liability insurance with statutory limits; and commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, which shall name Property Location, Managing Agent and Unit Owner as "Additional Insured" and which shall be primary and non-contributory to any other insurance available to the Property Location and/or Managing Agent. If required by Property Location or Managing Agent, Contractor shall also maintain excess/umbrella liability insurance.

Commencement of the work by the Contractor at the Property Location shall be deemed acceptance of this Indemnification and Insurance Requirement Agreement for purposes legally equivalent to full execution of same. These terms supersede any others which may be inconsistent herewith. The term of this Agreement shall be one year, commencing on the contractor Authorized Signature Date (below); and this Agreement shall renew annually for subsequent one year terms until cancelled in writing by either party.

|                     | Signature | Printed Name | Date  |
|---------------------|-----------|--------------|-------|
| Agent for Property: | _____     | _____        | _____ |
| Contractor:         | _____     | _____        | _____ |
| Unit Owner          | _____     | _____        | _____ |



440 Mamaroneck Avenue, Suite S 512  
Harrison, NY 10528

T : 914.813.1900  
F : 914.813.1919

www.stillmanmanagement.com



To Whom it May Concern:

As business in the State of New York, and in compliance with Executive Order

202.6 asset forth by Governor Andrew Cuomo, \_\_\_\_\_

**Contractor Name**

executing work at the \_\_\_\_\_

**Building Address**

Our number one priority is the health and safety of our employees, clients, and families.

We are doing our part to reduce the risk of infection by following the guidelines and best practices from the CDC and from our local and national government agencies. We have implemented a stringent cleaning routine at our shop, including disinfecting work areas multiple times a day. Employees are asked to wash their hands and use sanitizer routinely, comply with social distancing, and wear protective gloves and face masks when necessary. Anyone feeling ill has been asked to stay home and monitor their situation.

Thank you for complying with the required New York State Safety

Plan. By signing below, we indicate we have a NYS Safety Plan in

place.

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Contractor Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Building and Unit Number**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

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

|  |                              |  |
|--|------------------------------|--|
| PRODUCER<br><br><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<br><br><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 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. 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><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> _____<br><input type="checkbox"/> _____<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | XXXXXXXXXXXX  | 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><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON OWNED AUTOS<br><input type="checkbox"/> _____<br><input type="checkbox"/> _____  | XXXXXXXXXXXX  | 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><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> _____  |               |                                  |                            | AUTO ONLY – EA ACCIDENT   | \$           |    |
|         |   |               |                                  |                            | OTHER THAN AUTO ONLY  | EA ACC       | \$ |
|         |   |               |                                  |                            |   | AGG          | \$ |
| B       | <b>EXCESS LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  |               |                                  |                            | EACH OCCURRENCE   | \$           |    |
|         |   |               |                                  |                            | AGGREGATE   | \$           |    |
|         |   |               |                                  |                            |   | \$           |    |
|         |   |               |                                  |                            |   | \$           |    |
|         |   |               |                                  |                            |   | \$           |    |
| *       | <b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  | XXXXXXXXXXXX  | 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  | \$           |    |
|         | OTHER   |               |                                  |                            |   |              |    |

SAMPLE

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

**Also additionally insured: Shareholder's Name, Address and Apt. Number**  
**555 Bronx Owners Corp, 555 Bronx River Road, Yonkers, NY 10704**  
**Stillman Management Realty Corp., 440 Mamaroneck Ave, Harrison, NY 10528**  
**Date of Move /Delivery/ Work**

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>555 Bronx Owners Corp., C/O<br>Stillman Management Realty Corp.<br>440 Mamaroneck Ave,<br>Harrison, NY 10528 | <b>CANCELLATION</b><br>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.<br><br>AUTHORIZED REPRESENTATIVE<br>Must have signature |
|---|--|

**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 Law suits, some insurance companies have removed contractual liability from their policies. In this case, your "Additional Insured" status with the contractor will be meaningless, and the contractor's insurance will not back the contractor's indemnification.

Here are few methods to try to determine if your subcontractor has contractual liability:

1. Ask for a copy of the contractor's/sub-contractor's insurance policy and have your broker review it.
2. Make sure "Contractual Liability" is added to the subcontractors' certificate and request "No exclusion for contractual liability or injury to employees" in the "Description of Operations" section.
3. Request Certificate Addendum **Acord 855 NY** for coverage details from contractor / sub-contractor

\*Below is a 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).*