



Dear Shareholder:

Enclosed please find the Capital Improvement agreement for **Beacon Hill Estates**. 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. Application processing fee for \$300.00 made out to Stillman Management Realty Corp.
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: **Beacon Hills Estates 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:

AGREEMENT between Shareholder, Beacon Hill Estates Cooperative, Inc. and Contractor

Date of Agreement: _____

Name of Cooperative: Beacon Hill Estates Cooperative, Inc.
(Referred to herein as the "Cooperative")

Address of Cooperative: Beacon Hill Drive, Dobbs Ferry, New York 10522
Manor House Drive, Dobbs Ferry, New York 10522
(Referred to herein as the "Premises")

Name of Shareholder: _____
(Includes the Shareholder, lessee, tenant, occupant or member of the family or guest, subtenant (if permitted), agent or employee of a Shareholder or Lessee (collectively referred to herein as the "Shareholder")

Apartment Number of Shareholder: _____
(Referred to herein as the "Unit")

Address of the Shareholder: _____
Beacon Hill Drive, Dobbs Ferry, New York 10522
Manor House Drive, Dobbs Ferry, New York 10522

Name of Contractor: _____
(Referred to herein as the "Contractor")

Address of the Contractor: _____

This Agreement is made as of the date set forth above, by and between the Cooperative, the Shareholder and the Contractor:

Whereas the Shareholder has requested permission of the Cooperative to perform certain work, labor and services ("Work") within the Unit, and

Whereas the Cooperative requires certain protection relative to possible injuries by employees of the Contractor; and

Whereas there is other good and valuable consideration passing between the parties hereto, Now Therefore, it is hereby Agreed that:

- 1) The Contractor, in its own name and naming the Cooperative and Stillman Management Realty Corp., as additional named insured in its insurance policies covering the Work at the Unit and the Premises, agrees that it shall, prior to the commencement of any Work of any type whatsoever at the Unit and the Premises, including but not limited to construction,

reconstruction, renovation, repairs, painting, plumbing, electrical, heating or maintenance (collectively referred to herein as the "Work") within the Unit at the Premises, it will obtain and maintain in continuous effect for the full period while the Work is being performed at the Unit and Premises, policies of insurance providing coverage in the limits and subject to the conditions hereinafter set forth.

- 2) The Contractor shall supply an original of the Certificate of Insurance to the Cooperative naming the Cooperative and Stillman Management Realty Corp., as additional named insured, which Certificate shall provide, among other things, that it shall not be materially changed nor shall the insurance be canceled without first providing the Cooperative with 60 days prior written notice of same.
- 3) The Contractor shall defend, indemnify and hold the Cooperative, its Managers, officers, agents, servants and employees harmless from and against all liability, loss, injury, damage, claims, demands, costs, judgments fees, reasonable attorneys fees costs and disbursements arising out of the performance of the Work in the Unit or the Premises resulting from any cause whatsoever other than the negligence of the Cooperative.
- 4) Prior to the commencement of the Work, the Contractor shall obtain at its sole cost and expense the required insurance from an insurance company licensed in the State of New York, carrying a Best's financial rating of "A" or better and the Contractor shall provide evidence of such insurance to the Cooperative in the form of a Certificate of Insurance. The policy or certificate thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Cooperative by certified or registered mail, return receipt requested, with a copy to the Cooperative's Managing Agent by certified or registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and the Cooperative.
- 5) If at any time any of the policies required herein shall, in the sole discretion of the Cooperative, be or become unsatisfactory to the Cooperative, in form or in substance, or if the company issuing any such policy shall, in the sole discretion of the Cooperative, be or become unsatisfactory to the Cooperative, the Contractor shall upon notice to that effect from the Cooperative, promptly obtain a new policy, submit the same to the Cooperative for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, any agreement between the Shareholder and the Contractor, at the election of the Cooperative, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out of maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Cooperative.
- 6) The Contractor shall provide proof of the following insurance coverage:
 - a) Workers' Compensation. State Workers' Compensation Board certificate form C-105.2 is

required for proof of compliance with the New York State Workers' Compensation Law.

State Workers' Compensation Board form DB - 120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

If the Contractor is self-insured for Workers' Compensation, the Contractor should present a Certificate from the New York State Workers' Compensation Board evidencing that fact.

- b) Employer's Liability with a minimum limit of \$1,000,000.00.
 - c) General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 naming the Cooperative and Stillman Management Inc. as additional insured. This insurance shall indicate on the certificate of insurance the following coverage:
 - i) Premises - Operations.
 - ii) Broad Form Contractual.
 - iii) Independent Contractor and Sub-Contractor.
 - iv) Products and Completed Operations.
 - d) All policies and Certificates of Insurance of the Contractor shall contain the following clauses:
 - i) Insurers shall have no right to recovery or subrogation against the Cooperative (including its Managers, officers, agents and employees), it being the intention of the parties that the insurance policies to be issued shall protect both parties and be primary coverage for all losses covered by the above - described insurance.
 - ii) The clause "other insurance provisions" in a policy in which the Cooperative is named as an insured, shall not apply to the Cooperative.
 - iii) The insurance companies issuing the policy or policies shall have no recourse against the Cooperative for payment of any premiums or for assessments under any form of policy.
 - iv) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
7. The Shareholder shall defend, indemnify and hold the Cooperative, its Managers, officers, agents, servants and employees harmless from and against all liability, loss, injury, damage, claims, demands, costs, judgments, fees, reasonable attorneys fees costs and disbursements arising out of the performance of the Work in the Unit or the Premises resulting from any cause whatsoever other than the negligence of the Cooperative.

8. In the event the Shareholder violates the Provisions of the House Rules set forth in this Resolution, the Cooperative shall have the right to impose a fine and/or administrative fee in an amount up to and including \$250.00 for each day the Work is being performed in violation of the House Rules. The amount of the fine and/or administrative fee shall be payable in full by the Shareholder as additional Common Charges within thirty (30) days after the Shareholder is billed for same and shall also be deemed to have consented expressly to the following:

In Witness Whereof, the parties have affixed their hands on the date first above set forth.

Shareholder: _____

Shareholder: _____

Contractor:

By: _____

Beacon Hill Estates Cooperative, Inc.

By: _____

Procedure for Renovations in your Unit.

- 1) All repairs, renovations and alterations of any type must comply with the Building Code of the Municipality in which your building is located.
- 2) The Cooperative must approve any renovations and alterations pursuant to its Occupancy Agreement, By-Laws and House Rules procedure;
 - a) Plans must be submitted to the Cooperative with a request for approval. These plans should be prepared by either a licensed architect or engineer, or if the Cooperative so elects, by a person qualified to prepare such drawings and plans;
 - b) The plans must be reviewed, at the option of the Cooperative, by either a representative of the Cooperative or Managing Agent or an engineer or architect, at the expense of the Shareholder. If the alterations or improvements are structural, we would recommend that an engineer or architect prepare the plans;
 - c) The Cooperative's architect or engineer, if required, must approve the renovations prior to the Cooperative issuing its approval. Again, if the alterations or improvements are structural, we would recommend that an engineer or architect review the plans.
 - d) The Shareholder must submit a copy of the contract with the contractor who is doing the renovations and/or alterations, which contract must include a clause prohibiting the contractor from filing a mechanics' lien against the Cooperative.
 - e) The Shareholder must execute a hold harmless agreement agreeing that if there should be any claim as a result of the renovations and/or alterations, the Cooperative will be held harmless as to same. A copy of same is annexed.
- 3) If the approved changes are deemed by the Board of Directors to be structural, the Shareholder and/ or Contractor must, after the Cooperative gives its approval, submit the plans to the municipality in which your building is located and apply for a building permit. If the municipality requires any changes in the proposed renovation / alterations as approved by the Cooperative the Shareholder must secure the Cooperative's approval as to the changes.
- 4) The Shareholder cannot commence construction until written permission is received from the Board of Directors.
- 5) The Shareholder must have a written contract with the Contractor doing the work and that contract must contain a broad form "hold harmless and indemnity" provision in favor of the Cooperative. The Contract must also name the Cooperative as an additional insured on the certificate. An original insurance certificate must be supplied the Cooperative prior to the commencement of the work.

- 6) The Shareholder must sign an agreement with the Cooperative and the Contractor in the language as annexed hereto as Exhibit A and entitled "Agreement."
- 7) The Shareholder must supply a copy of an insurance policy regarding the renovations alterations, which policy must cover both liability and workers compensations insurance and must insure the Cooperative.
- 8) If electrical or plumbing work is being performed, it must be done by a licensed contractor.
- 9) The Managing Agent or a representative of the Board of Directors has the right to inspect the work on a regular basis during its progress and after its completion.
- 10) All fees and permits must be paid for by the Shareholder. If the work is structural and is approved in advance by the Cooperative, it will require a building permit from the Village of Dobbs Ferry. In such case, if approved in advance by the Cooperative, a Certificate of completion or occupancy shall be required from the Village upon the completion of the work.
- 11) All work must be performed only between the hours of 9 a.m. and 5 p.m., Monday through Friday.
- 12) Materials must be transported and delivered as designated by the Managing Agent.
- 13) There is to be no disruption of essential services in the Cooperative.
- 14) A plan for removal of debris must be submitted and approved by the Cooperative, in advance.
- 15) The Shareholder must agree that if in the sole discretion of the Board of Directors, the work creates a danger to the building or the possibility of damage to the building, the work will be immediately halted and will not be resumed until the damage and/or damage issue is fully resolved to the satisfaction of the Board of Directors in its sole discretion.
- 16) The Cooperative maintains the right, in its sole discretion, to approve and/ or disapprove any requests for renovations / alterations.

Dated: _____

Clothes – Washing Machines:

Washing machines may be installed in apartments only after written consent has been given by the Board. Installations must be made by licensed plumbers and electricians. Renovation agreements, insurance certificates and hold harmless agreements must be received and approved by the Managing Agent.

The following are the minimum requirements of a washing machine installation: 1. the machine must be an energy star approved washer; 2. it must be installed with easily accessible lever type water cutoff valves; 3. it must be installed with restricted flow reinforced hoses. 4. it must be installed with a closed output connection to the buildings plumbing system, gravity output will not be allowed.

Cooperators having washing machines in their apartments must show proof to the Managing Agent of adequate liability insurance covering this equipment. The insurance certificate must contain a clause that the insurance will not be canceled without thirty (30) days notice in writing to the Cooperative. If the insurance is cancelled, the cooperator must not use the washing machine until new insurance is obtained. The original insurance certificate must be filed with the Managing Agent and yearly renewal must be filed.

Use of washing machines in an apartment is restricted to the following hours:

Monday to Saturday	8am to 9pm
Sunday and Holidays	10am to 9pm

If a cooperator having a washing machine moves, and the incoming cooperator does not want the plumbing connection, the outgoing cooperator must remove the pipes and return the walls to their original condition at their own expense.

Clothes – Dryers:

Dryers are permitted with the approval of the Board. Installations must be made by licensed plumbers and electricians. Renovation agreements, insurance certificates and hold harmless agreements must be received and approved by the Managing Agent.

The following are the minimum requirements of a dryer installation: 1. the machine must be a natural gas unit; 2. it must be installed with outside venting.

CLIENT / MANAGING AGENT / CONTRACTOR INDEMNIFICATION AND INSURANCE REQUIREMENT AGREEMENT

Contractor Name:

Stillman Management Realty Corp.

Managing Agent Name:

Beacon Hill Estates, Beacon Hill Drive Dobbs Ferry, NY 10522

Property Name & Address

Unit Owner / Unit #

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

ACCESS TO PROPERTY LOCATION AND COMMON AREAS

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

INDEMNIFICATION AGREEMENT

In consideration for access to the Property Location, to the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the Unit Owner, the Property Location and/or Managing Agent from any liability, loss, or other claim, including but not limited to expenses and reasonable attorneys' fees, related to death, personal injuries or property damage (including, but 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 FAX * NAME AND ADDRESS OF INSURANCE CARRIER	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.
	INSURERS AFFORDING COVERAGE
INSURED * NAME AND ADDRESS OF INSURED (Must match signed contract)	INSURER A: XXXXXXXXXX
	INSURER B: XXXXXXXXXX
	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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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	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	AUTOMOBILE LIABILITY <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"/> _____	XXXXXXXXXXXX	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea Accident)	\$	
					BODILY INJURY (per person)	\$	
					BODILY INJURY (per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY – EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY	EA ACC	\$
						AGG	\$
B	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
						\$	
*	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY 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:

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:

CERTIFICATE HOLDER 1111 Midland Ave. Tenants Corp C/O Stillman Management Realty Corp. 440 Mamaroneck Ave. S-512 Harrison, NY 10528	CANCELLATION 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 Must have signature
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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). 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.