



Dear Shareholder:

Enclosed please find the Alteration agreement for **Crest Manor Housing 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. Deposit check in the amount of \$1,000 payable to Crest Manor Housing Corp. is required and will be deposited and cashed and return upon completion of work and submission of Certificate of Compliance from the building department.
7. Indemnification form (must be signed by the shareholder and all contractors).
8. **Contractor, plumber and electrician must carry Contractual Liability. Attached is a list of insurance carriers that sometimes exclude this coverage. The contractor can request their carrier to add the following to their certificate: "No exclusion for contractual liability or injury to employees" in the "Description of Operations" section. Contractor's will not be approved to do work in your unit if they do not have this clause written in their COI.**

Note: Any structural work to kitchens and bathrooms will require a permit from the Yonkers 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: **Crest Manor Housing 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:

**Alteration & Remodeling Request for Approval
Crest Manor Housing**

Date	
Shareholder Name	
Building	
Apartment #	

Re:

Board of Directors:

I hereby request permission to install the equipment and make alterations described in the annexed document (herein collectively referred to as the "Work") in the above apartment.

If such permission is granted:

- (1) I agree before any Work is begun:
 - (a) To provide the managing agent on behalf of Crest Manor Housing with a complete and conformed copy of every agreement made with contractors and suppliers.
 - (b) If required by law or Governmental regulations, to file plans with and procure the approval of all Governmental Agencies having jurisdiction over the Work, and not more than ten days after receipt of such approval, to deliver to the managing agent on behalf of Crest Manor Housing a copy of every permit or certificate issued. If there are any doubts as to the need for such approval, the managing agent on behalf of Crest Manor Housing shall be the sole arbiter in resolving the doubt.
 - (c) To procure from my subcontractor, or contractors:
 - (i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00 which policies name the Crest Manor Housing and Stillman Management Realty Corp., as the managing agent, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to the managing agent on behalf of Crest Manor Housing; and
 - (ii) Workmen's Compensation and Employees Liability insurance policies, covering all employees of the contractor, contractors, or subcontractors.

All such policies, or certificates evidencing their issuance, shall be delivered to the managing agent on behalf of Crest Manor Housing.

- (2) If the managing agent on behalf of Crest Manor Housing are required or shall deem it wise to seek legal, engineering or architectural advise prior to granting permissions, I

agree to reimburse the managing agent on behalf of Crest Manor Housing on demand, for reasonable fees incurred, and If permission be granted then, in any event, prior to commencement of any Work.

(3) It is understood that:

- (a) I assume all risks of damage to the building and it's mechanical systems, and to persons and property in the building which may result from or be attributable to the Work performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all Work, whether or not structural, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the Work, and maintenance of all heating, plumbing, air conditioning and other equipment installed or altered pursuant hereto. If the operation of the building or any of its equipment is adversely affected by the Work, I shall, when advised, promptly remove the cause of the problem.
 - (b) I recognize that there will be no change in the operation of the building's systems to facilitate the functioning of any systems I may be installing.
 - (c) The alterations and materials used shall be of the quality and style in keeping with the general character of the building.
 - (d) I undertake to indemnify The managing agent on behalf of Crest Manor Housing, the managing agent and tenants or occupants of the building for any damages suffered to person or property as a result of the Work performed hereunder, whether or not caused by negligence, and to reimburse The managing agent on behalf of Crest Manor Housing and the managing agent for any expenses (including without limitation, attorney's fees and disbursements)
 - (i) Seek to exercise my right to terminate my Proprietary lease pursuant to paragraph XX.X thereof, I will on the managing agent on behalf of Crest Manor Housing demand, but at my expense, restore the premises and equipment to their condition prior hereto, agreeing the compliance with this agreement shall be a condition precedent to the cancellation of my proprietary lease, or
 - (ii) Seek to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, I will, If requested by the managing agent on behalf of Crest Manor Housing, either restore the premises and equipment to their condition prior hereto or provide The managing agent on behalf of Crest Manor Housing with an agreement by my transferee to assume my obligations hereunder, including my continuing obligations and understanding expressed in subparagraphs (a) through (d) of this paragraph 3.
- (4) All permitted Work shall be completed within 1 day after Governmental approval thereto has been granted or, If no such approval is required by law or regulation, then from the date hereof.
- (5) No Work shall be done, except between the hours of 9:00 AM - 6:00 PM, Saturdays, Sundays and Holidays excluded. And any Work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 8:00 AM.

- (6) All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels and bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that the elevator may only be used for such removal at such times as the superintendent of the building may direct. If the convenience other tenants requires that the elevator or service driveway and loading, and offloading areas be available on an overtime basis, I shall reimburse Crest Manor Housing for any wages or related expenses incurred in connection herewith.
- (7) I will bear the entire cost of alterations and installations and the payment of any bills in connection therewith, will be governed by the billing policies of my regular monthly maintenance fees. If any mechanics liens are filed for Work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within ten (1) days after such filing. If I fail to do so, the managing agent on behalf of Crest Manor Housing may exercise any or all of the managing agent on behalf of Crest Manor Housing rights and remedies under the Proprietary Lease or this agreement.
- (8) At the completion of the Work I will deliver to the managing agent on behalf of Crest Manor Housing an amended certificate of occupancy and a certificate of the board of Fire Underwriters, If either are required, and such other proof of as may be necessary to indicate all Work has been in accordance with all applicable laws and Government regulations.
- (9) I recognize that by granting consent to the Work, the managing agent on behalf of Crest Manor Housing do not profess to express any opinion as to the design, feasibility or efficiency of the Work.
- (10) My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which consent has been granted, and in addition to all other rights the managing agent on behalf of Crest Manor Housing may also suspend all Work and prevent Workmen from entering my apartment for any purpose other than to remove their tools or equipment.

- (11) This agreement may not be changed orally. This agreement shall be binding on The managing agent on behalf of Crest Manor Housing and me, and our personal representatives and authorized assigns.
- (12) I agree to make a refundable deposit of **\$1,000.00** which will be retained by Crest Manor Housing Corp. until the specified renovations have been completed.

Annexed hereto are the "Work" document and a rider of pages which is made a part of this agreement.

Respectfully

Shareholder

Permission Granted

Crest Manor Housing, President

Date

Stillman Management Realty Corp., (Managing Agent)

Date

CONTRACTOR COMPLIANCE AGREEMENT WITH OWNER'S SAFETY STANDARDS

AGREEMENT, made and entered this _____, by and between Crest Manor Housing, hereinafter referred to as "Owner", a New York corporation having its principal place of business at 377 North Broadway Yonkers, NY and by _____, hereinafter referred to as "Contractor" a New York corporation having its principal place of business at _____.

WITNESSETH:

WHEREAS, owner and contractor have entered into a contract see attached quotes _____,

Whereby contractor agrees to See attached quotes _____,
on Owners property at _____,

WHEREAS, owner is willing to allow contractor to perform its services as required by said contract only if contractor complies with owner's safety standards as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties, owner and contractor agree as follows:

- (1) It is the responsibility of contractor to carefully coordinate and be thoroughly familiar with all the details of owner's property as they affect contractor's work.
- (2) It is the specific responsibility of contractor to provide for the safety of contractor's personnel and the public AT ALL TIMES. If owner, owner's superintendent, owner's managing agent, owner's architect, owner's general contractor or owner's managing agent, as the case may be, witness the contractor performing work in an unsafe manner, contractor must stop the work in question immediately and take the necessary corrective actions before it proceeds. If the contractor continues in an unsafe manner, it will be ordered in writing by owner, or owner's agent, to stop all work at which point owner shall have the right to hold contractor in breach of the contract.
- (3) OSHA safety and hazardous materials regulations will be enforced.
- (4) The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the above referenced contract. If requested, the contractor shall submit a safety program to owner, or owner's agent, for review and coordination with the safety programs of other contractors.
- (5) The contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to;
 - (i) employees of owner, owner's agents or of other contractors who are on the work site and who may be affected thereby;

- (ii) materials and equipment to be incorporated in the work site, whether in storage on or off the site, under care, custody or control of the contractor;
 - (iii) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the contract; and
 - (iv) construction or operations by the owner or other contractors.
- (6) The contractor shall give notices of and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- (7) The contractor shall erect and maintain, as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities,
- (8) When storage of explosives or other hazardous materials or equipment or unusual methods are necessary for the execution of the work under the contract, the contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- (9) The contractor shall properly remedy damage and loss (other than damage or loss insured under property insurance required by the contract documents) to property referred to in paragraph Sii, 5iii, Siv, caused in whole or in part by the contractor or anyone directly or indirectly employed by contractor, or by anyone for whose acts they may be liable and for which the contractor is responsible under paragraph Sii, 5iii, 5iv, except damage or loss attributable to acts or omissions of the owner, or anyone directly or indirectly employed by owner, or by anyone for whose acts owner may be liable, and not attributable to default or negligence of the contractor. The foregoing obligations of the contractor are in addition to the contractor's obligations under the terms of the contract.
- (10) The contractor shall designate a responsible member of the contractor's organization at the site whose duties shall be the prevention of accidents.
- (11) In an emergency affecting safety or persons or property, the contractor shall act, at the contractor's discretion, to prevent threatened damage, injury or loss.
- (12) In addition to contractor's liability insurance requirements as set forth in the contract, the contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the state of New York, such insurance as will protect the contractor from claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by anyone directly or indirectly employed by contractor or by anyone whose acts the contractor may be liable;
- (i) claims under woman's compensation, disability benefit or other similar employee benefit acts which are applicable to the work to be performed;
 - (ii) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; and

- (iii) claims for damages because of bodily injury, sickness or disease or death of any person other than the contractor's employees.
- (13) To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, the owner's shareholders, individuals comprising the owner's Board of Directors, owner's managing agent, owner's architect and agents and employees of any one of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of contractor's work under the contract, provided that such claim, damage loss or expense is attributable to bodily injury or death or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by contractor's failure to comply with the terms of this agreement, or by anyone directly or indirectly employed by the contractor or by anyone for whose acts the contractor . may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- (14) If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a continuation of work on the site by the contractor, the contractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the owner or owner's agent. The work in the affected area shall not thereafter be resumed except by written agreement of the owner and contractor that the condition has been rendered safe.
- (15) All notices, requests, demands or other communications which are required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given upon the mailing thereof, if sent by certified mail, postage prepaid, addressed as follows:

As to Crest Manor Housing:	c/o Stillman Management 404 Mamaroneck Avenue, S-512 Harrison, New York 10528
As to Contractor:	

Or as such other address as any party may hereinafter designate by notice to the other.

- (16) Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such terms, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of right or power at any other time or times.
- (17) The invalidity or enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- (18) This agreement cannot be changed, modified or discharged orally but only if consented and agreed to in writing by the owner and the contractor.
- (19) This agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, assigns, heirs, executors, administrators and legal representatives.

(20) This agreement shall be governed by the laws of State of New York.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Crest Manor Housing.,

By: _____

Contractor

By: _____

CLIENT / MANAGING AGENT / CONTRACTOR INDEMNIFICATION AND INSURANCE REQUIREMENT AGREEMENT

Contractor Name:

Managing Agent Name:

Stillman Management Realty Corp.

Property Name & Address

Crest Manor Housing Corp., 377 North Broadway, Yonkers NY
10701

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 _____



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 * 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						

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

**Also additionally insured: Shareholder's Name, Address and Apt. Number
 Crest Manor Housing Corp., 377 North Broadway, Yonkers, New York 10701
 Stillman Management Realty Corp., 440 Mamaroneck Ave, Harrison, NY 10528
 Date of Move /Delivery/ Work:**

CERTIFICATE HOLDER	CANCELLATION
Crest Manor Housing Corp C/O Stillman Management Realty Corp. 440 Mamaroneck Ave, Harrison, NY 10528	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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

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.