



Dear Shareholder:

Enclosed please find the alteration information for **Hudson View 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. Deposit check in the amount of \$500 payable to Hudson View Owners 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, **all completed documents listed above must be submitted.** The certificate of insurance must read as follows: **Hudson View 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.**

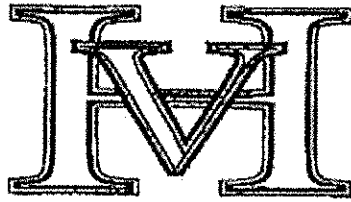
**Deposit checks will not be returned until all paperwork is completed and submitted.**

Thank you for your attention to this matter.

Sincerely,

Stillman Management Realty Corp.

# HUDSON VIEW OWNERS CORPORATION



## Alteration Request

(Effective November 30, 2019)

Dear Shareholders:

This document is to inform anyone who wishes to renovate or perform alterations to their unit that the following procedure is required in order to obtain approval from the Board of Directors:

- Scope of Work from a licensed contractor, general contractor, engineer or architect and drawing if necessary.
- The shareholder should submit a letter specifying that the contractors have read and are aware of the House Rules regarding hours of work allowed (weekdays only between the hours of 8:30 a.m. – 5:00 p.m.)
- Copy of the contractor's trade license for plumbing and electrical showing that they are licensed in Westchester County for the State of New York.
- Certificate of Liability Insurance from ALL the contractors performing work, and naming the shareholder as the "certificate holder"; and naming **Hudson View Owners Corporation** and **Stillman Management Realty Corp.**, as "additional insured."
- Certificate of Workers' Compensation Insurance from ALL contractors.
- Renovation Deposit \$500. ( Will be returned if no damage is done to the property)

These documents must be sent to the management company as a complete package from the unit owner for review. If everything is satisfactory, it will be forwarded to the Board of Directors for approval. Once approved, the contractor must put down contractor's paper in the common areas in the location of the apartment. All debris generated by this renovation / alteration must be removed from the property by the contractor and all affected areas must be mopped clean by the contractor.

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:

---

---

---

---

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

Contractor Name: \_\_\_\_\_  
Managing Agent Name: Stillman Management Realty Corp.  
Property Name & Address: Hudson View Owners Corp., 632, 650, 678 Warburton Ave.,  
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**

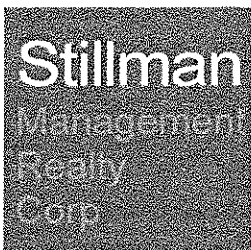
In consideration for access to the Property Location, to the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the Unit Owner, the Property Location and/or Managing Agent from any liability, loss, or other claim, including but not limited to expenses and reasonable attorneys' fees, related to death, personal injuries or property damage (including, but 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  <b>* NAME AND ADDRESS OF INSURANCE CARRIER</b>	FAX	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURERS AFFORDING COVERAGE</b>		
INSURED  <b>* NAME AND ADDRESS OF INSURED (Must match signed contract)</b>	INSURER A: <b>XXXXXXXXXX</b>	
	INSURER B: <b>XXXXXXXXXX</b>	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

THE 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> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	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> <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)	\$	
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY – EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY	EA ACC	\$
						AGG	\$
B	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
						\$	
*	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	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  
 Hudson View Owners Corp., 632, 650, 678 Warburton Ave., Yonkers, New York 10701  
 Stillman Management Realty Corp., 440 Mamaroneck Ave, Harrison, NY 10528  
 Date of Move /Delivery/ Work**

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<b>Hudson View Owners Corporation., C/O          Stillman Management Realty Corp.          440 Mamaroneck Ave,          Harrison, NY 10528</b>	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 <b>Must have signature</b>

**XX\*IF WORKERS COMP IS NOT ON THIS CERTIFICATE – YOU MUST PROVIDE (2) CERTIFICATES FROM STATE INSURANCE FUND (ONE FOR EACH ADDITIONAL INSURED)**

## Contractual Liability\*

To avoid paying claims for large Labor Law 240 third-party 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).*