

440 Mamaroneck Avenue, Suite S 512 Harrison, NY 10528

T: 914.813.1900 F: 914.813.1919

www.stillmanmanagement.com



Dear Shareholder:

Enclosed please find the Capital Improvement agreement for Larchmont Palmer Owners Corp. Please read, sign and return this form to the attention of Lisa Iaccarino 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. Payment of \$350.00 paid payable to Stillman Management Realty Corp. for processing application.
- 3. Refundable deposit of \$500 made payable to Larchmont Palmer Owners Corp.
- **4.** 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).
- 5. 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.
- **6.** 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.
- 7. General contractor's certificate of insurance and copy of license.
- **8.** Indemnification form (must be signed by the shareholder and all contractors).
- 9. 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 <u>all</u> <u>completed documents and payments listed above.</u> The certificate of insurance must read as follows: Larchmont Palmer 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 BE CHECKED OFF AND INCLUDED IN ORDER TO AVOID AN INCOMPLETE APPLICATION *

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, PLAN	NS
General Contractor	
Electrician	
Plumber	
OTHER	
Alteration Agreement	
Indemnification Form ((contractor, plumber and electrician)
EPA Certification	
Permit (if applicable)	
Renovation Deposit (wi	ritten out to Building)
Application Fee (written	out to Management Company)
:	

CAPITAL IMPROVEMENT APPLICATION Larchmont Palmer Owners Corp.

Detailed scope of work to be	portormod. (666 676) eriodia d	
5 () () () ()	performed: (see over should a	dditional space be needed)
Date:		
9		
Shareholder(s):		

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:

- 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)
- 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.
- 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 Shareholder or the Sherholder'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 Shareholder 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 Shareholder.
- 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. The hours of work are limited to 9:00 a.m. to 4:00 p.m., Tuesday through Friday. No work may be performed on Mondays, Saturdays, Sundays or Holidays. (Holidays are: New Years Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Rosh Hashanah, Yom Kippur, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Hanukkah and Christmas Day.) 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 Shareholder 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:			
Larchn	mont Palmer Owners Corp.			
Dated: By:	Title:			

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

CONTRACTOR'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas	("Contractor") is and w	ill be performing certain work fo	or	
("Shareholder") at <u>Larchmont Palmer Owners Corp.</u> . ("Cooperative") located at <u>Larchmont Palmer Owners Corp., 1299</u>				
Palmer Ave, Larchmont, New York 10538. managed by Stillman Management Realty Corp. ("Managing Agent"),				
pursuant to oral and/or written agreements and/or Purchase Orders, and/or the contract/proposal dated, now				
therefore, as to all such		6.11		
work, Contractor, Shareholder,		ent agree as follows:		
INDEMNIFICATION AGE			Comment Managina	
Agent, and Shareholder from an court costs, expenses and disbut arising out of or in connection wemployees, or the use by Contra This agreement to indemnify sp Managing Agent, and Sharehold partial indemnity in the event of causing or contributing to the usuand above that percentage attribution procure insurance as required insurance, but shall include all states.	ny and all claims, suits, damage resements related to death, perso with the performance of the work actor, its agents, servants, subconcecifically contemplates full indider without negligence and sole from actual negligence on the proderlying claim. In that event, but able to actual fault, whether but, recoverable damages shall no sums expended, and damages in	emnify, defend and hold harmless, liabilities, professional fees, ir nal injuries or property damage of the Contractor, its agents, so intractors or employees, of facility in the event of liability in ly by reason of statute, operation art of Cooperative, Managing A indemnification will be limited to y statute, by operation of law or to be limited to the cost of premius curred by Cooperative, Managing d by the Contractor's required in	ncluding attorneys' fees, costs, (including loss of use thereof) ervants, subcontractors or ties owned by Cooperative, mposed against the Cooperative, n of law or otherwise, and gent, and Shareholder either to any liability imposed over to otherwise. If Contractor fails tims for such additional ng Agent, and Shareholder, and	
INSURANCE PROCURE	-	a by the Contractor's required in	isurance.	
		ing work for or at the request of		
coverage of not less than \$500,000 ccurrence and \$2,000,000 in the following: premises and operation contractual liability, personal in hired and non-owned vehicles, limit of \$1,000,000 per occurrence primary and umbrella/excess liability insureds. Contractor shall, by spinsureds thereunder to be primal insureds. Contractor shall, by spinsureds and not concurrent with Contractors' insurance policies shall have no exclusions or limit subcontractor employees, the local concurrence and successful to the concurrence of the contractors of the contractors of the contractor employees, the local concurrence of the contractor employees, the local concurrence of the contractor employees, the local concurrence of the contractor employees, the local contractor employees, the local contractor employees, the local contractor employees, the local contractor employees and the contractor employees.	2000; (b) commercial general lial ne aggregate, including per-projons liability, products/complete jury and independent contracto with a minimum limit of liability nee and a general aggregate of subility policy, cause Cooperative pecific endorsement to its primary to and not concurrent with or be first tier umbrella/excess contractions of the work, or type of weather the work was a supplied to the work.	in insurance with statutory limits bility insurance with a minimum ect aggregate endorsement, which doperations, broad form proper r's liability; (c) automobile liability of \$1,000,000; and (d) umbrel \$1,000,000. Contractor shall, by the Managing Agent, and Sharehoury liability policy, cause the coverage above the primary coverage above the pr	chimit of \$1,000,000 per ch insurance shall cover the try damage, broad form lity insurance covering owned, la liability insurance with a respecific endorsements to its older to be named as additional rerage afforded to the additional are available to the additional the coverage afforded to the rage afforded to the additional the additional insureds. The additional insureds, and the Contractor's employees or Shareholder.	
If the terms of this Agreement directly conflict with any other written agreements and/or Purchase Orders between the parties, the term contained in this Agreement shall supersede in that instance.				
Contractor	Cooperative	Managing Agent	Shareholder	
Name	Name	Name	Name	
Signature	Signature	Signature	Signature	

Date_____ Date____ Date____

UNIT OWNER'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas	("Shareholder") is and will be performing renovation work in
	nmont Palmer Owners Corp. ("Cooperative") le	
	ont, New York 10538. managed by Stillman Ma	
	eration agreements and/or the contract/proposal d	ated, now therefore, as to all such
work, the Shareholder, Coop	erative and Managing Agent hereby agree:	
INDEMNIFICATION A	GPEEMENT	
To the fullest extent permittee Agent from any and all claim expenses and disbursements or in connection with the per employees. This agreement Cooperative and Managing A indemnity in the event of any contributing to the underlying percentage attributable to act insurance as required, recoverinclude all sums expended, a	d by law, Shareholder agrees to indemnify, defers, suits, damages, liabilities, professional fees, in related to death, personal injuries or property dan formance of the work of the Shareholder, its agent to indemnify specifically contemplates full indemagent without negligence and solely by reason of a actual negligence on the part of Cooperative and g claim. In that event, indemnification will be lirual fault, whether by statute, by operation of law	acluding attorneys' fees, costs, court costs, mage (including loss of use thereof) arising out of ints, servants, contractors, subcontractors or mity in the event of liability imposed against the statute, operation of law or otherwise, and partial d/or Managing Agent either causing or mited to any liability imposed over and above that or otherwise. If Shareholder fails to procure premiums for such additional insurance, but shall
liability insurance with a mir Managing Agent to be named	maintain at all times during the term of this agreed imum limit of \$1,000,000. Shareholder shall, by as additional insureds. Shareholder shall, by specific shall, shall	specific endorsements cause Cooperative and
If the terms of this Agreement this Agreement shall superse	at directly conflict with any other written agreemed de in that instance.	ents between the parties, the term contained in
Cooperative:	Managing Agent:	Shareholder:
Signature:	Signature:	Signature:
Name:	Name:	Name:
Date:	Date:	Date:
Daic.	Date.	Date.

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

* 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.		
CARCIER	INSURERS AFFORDING COVERAGE		
INSURED	INSURER A: xxxxxxxxxx		
+ 11117 117 1777777	INSURER B: ***********************************		
* NAME AND ADDRESS OF INSURED	INSURER C:		
(Must match signed contract)	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		
	GENERAL LIABILITY				EACH OCCURREN	CE	\$ 1,000,000
Α	COMMERCIAL GENERAL LIABILITY	\$1,000,000/\$2, 000.000	00/00/00	00/00/00	DAMAGE TO RENT	ED PREMISES	\$ 100,000
	CLAIMS MADE OCCUR				MED EXP (any 1 pe	rson)	\$ 5,000
					PERSONAL & ADV	INJURY	\$ 2,000,000
					GENERAL AGGREG	GATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM	IP/OP AGG	\$ 2,000,000
	POLICY PROJECT LOC						
	AUTOMOBILE LIABILITY				COMBINED SINGLE	E LIMIT	* 4 ***
В	ANY AUTO	\$1,000,000 minimum	00/00/00	00/00/00	(Ea Accident)		\$1,000,000
	ALL OWNED AUTOS SCHEDULED AUTOS	\mathbf{C}			BODILY INJURY (per person)		\$
	☐ HIRED AUTOS ☐ NON OWNED AUTOS	SA	MPI		BODILY INJURY (per accident)		\$
					PROPERTY DAMAG	GE	\$
	GARAGE LIABILITY				AUTO ONLY – EA A	CCIDENT	\$
	ANY AUTO				OTHER THAN	EA ACC	\$
					AUTO ONLY	AGG	\$
	EXCESS LIABILITY				EACH OCCURREN	CE	\$
В	OCCUR CLAIMS MADE				AGGREGATE		\$
							\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
*	WORKER'S COMPENSATION AND	\$1,000,000 minimum	00/00/00	00/00/00	☐ WC Statutory Limits ☐ Other		
	EMPLOYER'S LIABILITY				E.L. EACH ACCIDE	NT	\$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. DISEASE -EA EMPLOYEE		\$1,000,000
					E.L. DISEASE -POL	LICY LIMIT	\$1,000,000
	OTHER						
	IPTION OF OPERATIONS/LOCATIONS/VEHICLE				ı		
Also additionally insured: Shareholder's Name, Address and Apt. Number							
Larchmont Palmer Owners Corp., 1299 Palmer Ave, Larchmont, New York							
10538. Stillman Management Realty Corp., 440 Mamaroneck Ave, Harrison,							
NY 10528 Date of Move /Delivery/ Work							

CERTIFICATE HOLDER

CANCELLATION

Larchmont Palmer Owner 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 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 KINDUPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Must have signature

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 partial list of insurance carriers that sometimes exclude this coverage:

Acceptance Casualty Ins. Co.	Everest	Peleus Insurance Co.
Acceptance Indemnity Ins.	First Mercury – Cover X	Penn America
Co.		
ACE	Gemini Insurance	Preferred Contractors Inc.
Alterra E&S	Guard Insurance Companies	Prime Insurance Co.
	(NorGuard/AmGuard)	
Am. European Ins. Group	Hermitage	Princeton E&S
American Safety	Hudson	Rutgers/American European
		Ins. Co.
Arch Specialty Ins. Co.	Illinois Union Insurance Co.	Scottsdale
Aspen Specialty	Kingstone Insurance	Sompo (Endurance)
Atlantic Casualty	Lloyds	Tokyo Marine
Atlantic Mutual	Markel Corp.	Tower Insurance
Burlington	Maxum Indemnity/Maxum	Tudor
	Specialty	
Century Surety	MUSIC (Mesa Underwriters)	United Specialty Insurance
Colony	National Fire & Marine	U.S. Liability / U.S.
		Underwriters / USLI
Employers Mutual Co.	Northfield / Northland	Utica First
Essex – Binding Authority	Nautilus Insurance	Western Heritage
Evanston (Alterra E&S)	Nova Casualty	Western World

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, <u>ANYONE</u> 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 <u>violators can include penalties up to \$32,500 per violation per day</u>, 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.