

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 **Peldale 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 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. Deposit check for in the amount of **\$500.00** payable to **Peldale 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.
6. Application processing fee for **\$300.00** made out to **Stillman Management Realty Corp.**
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: All kitchens, bathrooms and any structural work requires 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: **Peldale 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.

**PELDALE OWNERS CORP**

**APPLICATION FOR PROPOSED APARTMENT  
ALTERATIONS/RENOVATIONS/REPAIRS**

Shareholder: \_\_\_\_\_ BLDG: \_\_\_\_\_ Unit #: \_\_\_\_\_

Type of Alteration/Renovation/Repair that you are seeking to perform in your unit  
(please attach drawings or copy of plans):

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

Licensed Contractor performing work: (use back of page if more than one)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Contact: \_\_\_\_\_

Please provide the following:

- (1) Contract (prices may be deleted or omitted)
- (2) Contractor's, Electrical and Plumbing License(s)
- (3) Contractor's, Electrical and Plumbing Certificates of Insurance for Liability Insurance naming Peldale Owners Corp, and Stillman Management Realty as "additional insured".
- (4) Evidence of Workmen's Compensation & Disability Insurance.
- (5) Building Permit(s)
- (6) Minimum Damage/Security Deposit of \$500 (subject to paragraph 4 of procedures)
- (7) Application Fee of \$300 written to Stillman Management Realty Corp.

NOTE: IF ANY INFORMATION IS OMITTED, APPLICATION WILL BE RETURNED.

Please return to the Managing Agent.

To be completed by Board and/or Managing Agent:

Approved [ ] Denied [ ]

Board Comments: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Engineer or other Professional Required      Yes      No  
\_\_\_\_\_  
Board of Directors      Date

## PELDALE OWNERS CORP.

### UNIT RENOVATION/ALTERATION PROCEDURES

The following procedures for the renovation, alteration or repair of a unit:

1. Any Shareholder who intends to make any renovation or alteration to a unit, including, but not limited to, carpentry, plumbing, electric, etc., shall notify the Managing Agent in writing for approval. Such written request shall be accompanied by:
  - a. Plans(s) and drawings of proposed work, drawn to scale, and if a building permit or other municipal permit is required a copy of such. Plans submitted to be prepared and certified by an Architect.
  - b. Copies of contracts with contractors and or subcontractors with addresses and phone numbers.
  - c. Certificates of Insurance from contractors and subcontractors:
    - i. Naming Peldale Owners Corp and Stillman Management, Inc. as additional insured.
    - ii. Must indicate a minimum of one million dollars (\$1,000,000) in general liability, proof of workers compensation and disability policies;
  - d. Completion of Renovation & Alteration Application (see attached form);
  - e. Building Permit(s) and all other municipal approvals – if required by law;
  - f. A check made payable to Peldale Owners Corp in the amount of \$500 as minimum Damage Security Deposit; (also see no. 4 below)
  - g. Construction Schedules; and,
  - h. Contractor License(s).
2. Written consent from the Board must be obtained prior to the commencement of any work.

3. The Shareholder shall be solely responsible for the costs of any engineer(s) or other professional for the costs of any engineer(s) or other professional employed by the Board of Managers to review application and or plans in connection with any proposed renovation or alteration, and such person's opinion regarding the necessity of a building permit shall be binding.
4. The Board, in its discretion from time to time, may require a greater damage security deposit than \$500, depending upon the extent of the renovation or alteration.
5. Any renovations and/or alterations resulting in damage to an adjoining apartment or common area shall be presumed the responsibility of the Shareholder conducting the work.
6. Any damage, which is a result of Shareholder's work, must be repaired to the satisfaction of the Board within 5 days of receipt of written notice of such damage. If the Shareholder fails to repair such damage within this period of time the Co-operative may make arrangements to have such damages repaired. The costs of such repairs will be deducted from the Damage Security Deposit and any balance remaining will be charged to the Shareholder's common charges statement and be considered lien against the unit.
7. The hours of work are limited to 8:30 a.m. to 5:00 p.m., Monday through Friday. No work may be performed on Saturday, Sunday or Holidays.
8. The Shareholder shall be solely responsible for the prompt removal of any rubbish caused by such renovation or alteration.
9. Notification of neighbors.

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:

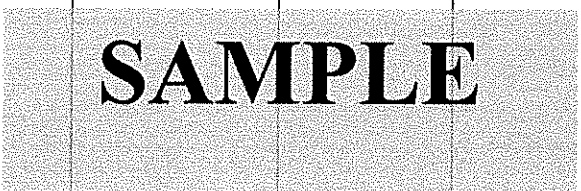
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YY)  
00/00/0000

PRODUCER <span style="float: right;">FAX</span>  * 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.  <b>INSURERS AFFORDING COVERAGE</b>
INSURED  * NAME AND ADDRESS OF INSURED	INSURER A: xxxxxxxxxxxx INSURER B: xxxxxxxxxxxx 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"/> 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	xxxxxxxxxxx	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"/> _____				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?	xxxxxxxxxxx	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	\$	
	<b>OTHER</b>						



DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:  
**Also insured:**  
 a) Peldale Owners Corp. 828-838 Pelhamdale Ave. New Rochelle, NY 10801  
 b) Stillman Management Realty Corp., 440 Mamaroneck Ave. Suite S-512, Harrison, NY 10528  
**Date of Delivery/Renovations:**

<b>CERTIFICATE HOLDER</b> Residents Name Address with Unit # City, State, Zip	<b>CANCELLATION</b> 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
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\*IF WORKERS COMP IS NOT ON THIS CERTIFICATE - YOU MUST PROVIDE (2) CERTIFICATES FROM STATE INSURANCE FUND (ONE FOR EACH ADDITIONAL INSURED)

Whereas \_\_\_\_\_ ("Contractor") is and will be performing certain work for \_\_\_\_\_ ("Shareholder"): pursuant to oral and/or written agreement and/or Purchase Orders. As to all such work, Shareholder and Contractor agree as follows:

**INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Shareholder, Cooperative and Managing Agent from any and all claims, suits, damages, liabilities, professional fees, including attorney's fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Owner. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against Shareholder, Cooperative and Managing Agent without negligence and solely by reason of statute, operation of law or otherwise and partial indemnity in the event of any actual negligence on the part of Shareholder, Cooperative and Managing Agent either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise.

**INSURANCE PROCUREMENT**

Contractor shall obtain and maintain at all times while performing work for or at the request of Managing Agent, at its sole cost and expense, the following insurance (a) workers compensation insurance with statutory limits and employer's liability coverage of not less than \$500,000; (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$2,000,000; and (d) umbrella liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Shareholder, Cooperative and Managing Agent to be named as additional insureds. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds there under to be primary to and not concurrent with the valid and collectible insurance available to Shareholder, Cooperative and Managing Agent. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the Shareholder, Cooperative and Managing Agent there under to be first tier umbrella excess coverage above the primary coverage afforded to Shareholder, Cooperative and Managing Agent and not concurrent with or excess to other valid and collectible insurance available to Shareholder, Cooperative and Managing Agent.

Dated: \_\_\_\_\_

Shareholder  
By: \_\_\_\_\_

Contractor  
By: \_\_\_\_\_

## Contractual Liability\*

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

# NOTICE OF CONSTRUCTION

There will be alteration and renovation work in Apartment\_\_\_\_\_.

Work being done:

Painting       Floor Refinishing       Kitchen       Bathroom

Other (describe below)

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Work will begin on\_\_\_\_\_ and continue for the next\_\_\_\_\_ days, ending on\_\_\_\_\_.

Work is permitted only during between 8 AM and 6 PM weekdays, and any work that might produce noise that may disturb other residents is only permitted between 9 AM and 5 PM.

Please contact the Superintendent or the Managing Agent at (914) 813-1900 regarding any noise complaints or other issues.

*This notice is to be posted on the apartment door. Please alert your above, below and surrounding neighbors to your renovation.*



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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