



440 Mamaroneck Avenue, Suite S 512
Harrison, NY 10528

T: 914.813.1900
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www.stillmanmanagement.com



Dear Shareholder:

Enclosed please find the Capital Improvement agreement for **Rockledge Condominium**. Please read, sign and return this form to the attention of **Victoria Khan** 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 **Rockledge Condominium** 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: **Rockledge Condominium 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:

ROCKLEDGE APPLICATION FOR PROPOSED APARTMENT

ALTERATIONS/RENOVATIONS

In accordance with the By-Laws Article 5 Section 14. Additions, Alterations or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or to his unit, without the prior written consent of the Board of Managers. This form must be submitted to obtain approval for all Alterations/Renovations, including electrical, carpentry and plumbing related work, with the exception of anything decorative/cosmetic, such as painting, hanging of pictures, wallpaper, carpeting, vinyl flooring/linoleum, etc.

Owner: _____ Unit #: _____ Phone#: _____

Type of Alteration/Renovation that you are requesting to be performed in your unit (please attach drawings or copy of plans)

Anticipated Start date: _____ Anticipated Completion date: _____

***Management must be notified if the anticipated completion date cannot be met.**

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 License(s)
- (3) Contractor's Certificate of Insurance for Liability Insurance naming Rockledge Condominium and Stillman Management Realty Corp. as "additional insured".
- (4) Evidence of Workmen's Compensation & Disability Insurance.
- (5) Building Permit(s)
- (6) Minimum Damage/Security Deposit (\$500) (subject to paragraph 4 of procedures)
- (7) Signatures of acknowledgement of adjacent property owners.
- (8) Start date and completion date of proposed work.

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 Managers Date

ROCKLEDGE CONDOMINIUM

UNIT RENOVATION/ALTERATION PROCEDURES

Article 5, Sec. 14-15 of the By-laws prohibit alterations, structural addition or improvement to the unit without written consent of the Board of Managers. An alteration policy is given to you with this packet along with an alterations application.

The following procedures for the renovation or alteration of a unit must be complied with:

1. Any unit Owner 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 **Rockledge Condominium, the Board of Managers and Stillman Management, Realty Corp.**, 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 Rockledge Condominium in the amount of \$500 as minimum Damage Security Deposit; (also see no. 4 below)
 - g. Construction Schedules; and,
 - h. Contractor License(s).
 - i. Anticipated start date and completion date of proposed work. Management must be notified if the anticipated completion date cannot be met.
2. Written consent from the Board must be obtained prior to the commencement of any work, and if not received within 30 days after application, then it shall be considered denied pursuant to section 14 of the by-laws.
3. The Unit Owner 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 Unit Owner conducting the work.
6. Any damage, which is a result of Unit Owner's work, must be repaired to the satisfaction of the Board within 5 days of receipt of written notice of such damage. If the Unit Owner fails to repair such damage within this period of time the Board 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 Unit Owner'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 Saturday. No work may be performed on Sunday or Holidays.
8. The Unit Owner shall be solely responsible for the prompt removal of any rubbish caused by such renovation or alteration.
9. Alterations performed without Board approval will be subject to a monetary penalty, plus any additional cost incurred through enforcement, to be paid by the unit owner and considered common charges, without limitations, including legal fees.

CLIENT / MANAGING AGENT / CONTRACTOR INDEMNIFICATION AND INSURANCE REQUIREMENT AGREEMENT

Contractor Name:

Managing Agent Name:

Stillman Management Realty Corp.

Property Name & Address

Rockledge Condominium, Bronxville, New York 10708

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 _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER * NAME AND ADDRESS OF INSURANCE CARRIER	FAX INSURERS AFFORDING COVERAGE	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.
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

a) Rockledge Condominium, Bronxville, New York 10708

b) Stillman Management Realty Corp., 440 Mamaroneck Ave, Harrison, NY 10528

Date of Move /Delivery/ Work:

CERTIFICATE HOLDER Rockledge Condominium C/O Stillman Management, Realty Corp. 440 Mamaroneck Ave. Suite S512 Harrison, NY 10528	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Must have signature
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XX*IF WORKERS COMP IS NOT ON THIS CERTIFICATE - YOU MUST PROVIDE (2) CERTIFICATES FROM STATE INSURANCE FUND (ONE FOR EACH ADDITIONAL INSURED)

Contractual Liability*

To avoid paying claims for large Labor Law 240 third-party Law suits, some insurance companies have removed contractual liability from their policies. In this case, your "Additional Insured" status with the contractor will be meaningless, and the contractor's insurance will not back the contractor's indemnification.

Here are few methods to try to determine if your subcontractor has contractual liability:

1. Ask for a copy of the contractor's/sub-contractor's insurance policy and have your broker review it.
2. Make sure "Contractual Liability" is added to the subcontractors' certificate and request "No exclusion for contractual liability or injury to employees" in the "Description of Operations" section.
3. Request Certificate Addendum **Acord 855 NY** for coverage details from contractor / sub-contractor

*Below is a list of insurance carriers that sometimes exclude this coverage and will not be accepted as an insurance carrier of your contractor, having your application held up and/or denied:

Acceptance Indemnity Ins. Co.

Alterra E&S

American Safety

Arch Specialty Ins. Co.

Atlantic Casualty

Berkley Specialty

Burlington

Century Surety

Colonial Co.

Colony

Endurance

Essex

Evanston

Everest

First Century

First Mercury- Cover X

Guard Insurance Companies

Hermitage

Hudson

Kingstone Insurance

Max Specialty

Maxum Indemnity Co.

Mt. Valley Indemnity

National Fire & Marine

National Contractors Ins Co.

Northfield

North Sea

Nova Casualty

Penn Star

Preferred Contractors Inc.

Ranger

RCA

RU / Mt. Hawley

Rockingham Insurance Company

Rutgers/American European Ins. Co.

Tower Insurance

Tudor

U.S. Liability/ U.S. Underwriters/ USU

Utica First

Valley Forge

Western Heritage

We also recommend you require your subcontractors include a description of the work they plan to do. For example: roofing, excavation, residential carpentry, etc.

\$32,500/Day Violation Fine for Lack of Compliance

EPA's NEW Lead-Based Paint Rule Nationally Enforceable April 22, 2010

Beginning April 22, 2010, **ANYONE** who is paid to perform work that disturbs paint greater than six square feet in housing and child-occupied facilities built before 1978 must comply with the EPA's Lead Renovation, Repair and Painting (RRP) Program. Individuals who must comply include: residential rental property owners/managers, general contractors, and special trade contractors including painters, plumbers, carpenters, electricians and sheet rockers. Under this new rule, enforcement actions against **violators can include penalties up to \$32,500 per violation per day**, as well as the potential for costly litigation. This new EPA rule will be potentially litigious and tightly regulated.

Under this rule, each legal entity that performs paint disturbances must have applied to the EPA and been certified prior to April 22, 2010. All Certified firms performing such paint disturbances must ensure:

1. All individuals performing activities that disturb painted surfaces are either certified renovators or have been trained by a certified renovator.
2. A certified renovator is assigned to each renovation and performs all the certified renovator responsibilities.
3. All renovations are performed in accordance with the work practice standards of the Lead-Based Paint RRP Program.
4. The Certified Renovator provides pre-renovation documentation notifying occupants of work to be performed.
5. The program's recordkeeping requirements are met and kept for three years.

All certified firms must also employ a Certified Renovator(s) who has completed an EPA-approved Certified Renovator course (www.RRPTrainer.com). The Certified Renovators are responsible for ensuring overall compliance with the Lead-Based Paint RRP Program requirements at assigned renovation sites. A certified renovator must:

1. Use a test kit acceptable to EPA.
2. Provide on-the-job training to workers.
3. Be physically present at the work site when warning signs are posted, while the work-area containment is being established, and while the work-area cleaning is performed.
4. Regularly direct work being performed by other individuals.
5. Be available, either on-site or by telephone, at all times.
6. Perform project cleaning verification.
7. Have copies of initial course completion certificate present at all times.
8. Prepare required records and maintain for three years.

In order to avoid potential issues with enforcement agencies, litigators or tenants, you must either become EPA compliant by taking the RRP Training course or certify your pre-1978 properties as Lead-Based Paint Free. The EPA has 90 days from the date of receipt of your application before they must reply. The April 22 deadline has already passed, so if you are not already compliant, make sure you become compliant in order to legally perform such work.

About the Author: This article was written by Lee E. Wasserman, President of LEW Corporation. Mr. Wasserman is a well respected national lead-based paint subject matter expert, has been a guest presenter for numerous associations as well as HUD, EPA, ABO, NYARM, FNYHC, NYAHMA... on the RRP rule and has been nationally active with lead based paint evaluations, remediation and training for more than 18 years. Visit LEW Corporation on the web at www.lewcorp.com.



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June 2020

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, that _____ (contractor name) will be 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

Apt# & Resident Name

WINDOW REPLACEMENT

RECOMMENDATION

The Board strongly recommends putting new windows in your apartment, if they have not already been replaced. Some years ago, the then sitting Board decided new windows should be the responsibility of each owner. This decision was made to avoid an assessment. Because of this there will be no general assessment for windows and it is the responsibility of each owner to make the change at their expense.

If you decide to go ahead with the recommended change, please contact the Board for confirmation on the allowed window and the recommended suppliers.

MINOR DECORATIVE AND COSMETIC WORK

Minor decorative and cosmetic work includes painting, hanging of pictures and wallpaper, and the laying of carpet. Although Unit owners who wish to have minor decorative and cosmetic work performed do not have to satisfy the more stringent requirements associated with renovations and alterations, they still have to comply with the House Rules. Additionally, the hours of such work are limited to 8:30 a.m. to 5:00 p.m., Monday through Saturday. Moreover, the Unit Owner shall be responsible for the prompt removal of any rubbish associated with such minor decorative and cosmetic work.