



# Garthchester Realty Associates

[www.garthchester.com](http://www.garthchester.com)

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Dear Shareholder:

Enclosed please find the Capital Improvement agreement for **Whitewood Gardens**. Please read, sign and return this form to the attention of **Ray Lubrino** at Garthchester Realty Associates 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 **\$1000** payable to **Whitewood Gardens** is required and will be deposited and cashed and returned upon completion of work and submission of Certificate of Compliance from the building department.
6. Application processing fee for **\$350.00** made out to **Garthchester Realty Associates**.
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 require 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: **Whitewood Gardens. and Garthchester Realty Associates listed as additionally insured. Sample provided.**

**Upon completion of all work, the shareholder is responsible for closing all permits and submitting to Garthchester Realty Associates a copy of 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,

Garthchester Realty Associates

CAPITAL IMPROVEMENT

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 and application fee

NOTES:

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**Whitewood Gardens  
643 Pelham Road,  
New Rochelle, NY 10805**

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**ALTERATION AGREEMENT**

TO: Whitewood Gardens Date: \_\_\_\_\_

RE: Resident: \_\_\_\_\_

Apartment No: \_\_\_\_\_

Building: \_\_\_\_\_

Resident:

Pursuant to paragraph 21 of my Proprietary Lease, I hereby request permission to install the equipment and make the alterations described in the annexed document (hereafter collectively referred to as the "work") in the above apartment.

If such permission be granted:

1. I agree, before any work is begun:
  - (a) To provide a written statement detailing the specific work to be performed in the premises as well as indicating the manner, design, and scope of the alteration and/or renovation.
  - (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 Apartment Corporation a copy of every permit or certificate issued. If there is any doubt as to the need for such approval, the Apartment Corporation shall be the sole arbiter in resolving the doubt.
  - (c) Contractor's indemnification and insurance, as required in the "Contractors Indemnification & Insurance Agreement":

All such policies, or certificates evidencing their issuance, shall be delivered to the Apartment Corporation.
2. If the Apartment Corporation is required to or shall deem it wise to seek legal, engineering, or architectural advice prior to granting permission, I agree to reimburse you, 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 its mechanical systems, and to persons and property in the building which may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or no 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 so advised, promptly remove the cause of the problem.

(b) I recognize that there will be no change in the operation of the building's heating system (or air—conditioning system, if any) to facilitate the functioning of any heating or air—conditioning units I may be installing.

(c) The Board of Directors has the right to approve the type and quality of work and to compel the removal of any work which creates a risk of loss or constitutes a dangerous, hazardous, or unsafe condition.

(d) I shall provide insurance and indemnification as required in the "Unit Owner's Indemnification & Insurance Agreement".

(e) If, after making any alterations or installing any equipment referred to herein, I shall:

- (i) seek to exercise my right to terminate my Proprietary Lease pursuant to paragraph 35 thereof, I will, on your demand, but at my expense, restore the premises and equipment to their condition prior hereto, agreeing that compliance with this agreement shall be a condition precedent to the cancellation of my lease, or
  - (ii) seek to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, I will, if requested by you, either restore the premises and equipment to their condition prior hereto or provide you with an agreement by my transferee to assume all of my obligations hereunder, including my continuing obligations and understanding exp in subparagraphs (a) through (d) of this paragraph 3.
4. All permitted work shall be completed within 90 days after Governmental approval thereof has been granted or, if no such approval is required by law or regulations, Lien from the date hereof.
  5. No work shall be done, except bet the hours of 8:30 a.m. and 5:00 p.m. during the week and on Saturday. No work is to be done on Sundays or holidays. All

work will be done in such a manner as to minimize any unusual noises which might disturb other residents.

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 or bags, rubbish, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense and with arrangements to be made with the superintendent and contractor. I shall be strictly responsible to make sure that upon completion of the work, the premises will be free from dirt, implements, surplus materials and the like, and that the common areas will be left in the status it was in prior to the start of said work.
7. I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. If any mechanic's liens be filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within 30 days after such filing, whether or not I am ultimately responsible or liable for payment of same. If I fail so to do, you may exercise any and all your rights and remedies under the Proprietary Lease or this agreement.
8. At the completion of the work, I will deliver to you an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required and such other proof as may be necessary to indicate all work has been done in accordance with all applicable law, ordinances, and Government regulations. Failure to obtain the same, when requested to by the Board, will result in my having to remove the alterations, and restore the property to its original condition.
9. I recognize that by granting consent to the work, you 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 your consent has been granted, and, in addition to all other rights, you 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 you, me, and our personal representatives and authorized assigns.
12. All plumbers or electricians utilized will be licensed to practice their profession, and approved by the Town of New Rochelle, N.Y. Building Department.

Annexed hereto is the written statement describing the work required by paragraph 1(a).

Very truly yours,

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

Permission Granted:

Whitewood Gardens

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

**CONTRACTOR'S INDEMNIFICATION & INSURANCE AGREEMENT**

Whereas \_\_\_\_\_ (“Contractor”) is and will be performing certain work for \_\_\_\_\_ (“Shareholder”) at \_\_\_\_\_ (“Corporation”) located at \_\_\_\_\_, managed by \_\_\_\_\_ (“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 work, Contractor, Shareholder, Corporation, and Managing Agent agree as follows:

**INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, Corporation, Managing Agent, and Shareholder from any and all claims, suits, damages, liabilities, professional fees, including attorneys' 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 Corporation. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Corporation, Managing Agent, and Shareholder 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 Corporation, Managing Agent, and Shareholder 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. If Contractor fails to procure insurance as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Corporation, Managing Agent, and Shareholder, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

**INSURANCE PROCUREMENT**

Contractor shall obtain and maintain at all times while performing work for or at the request of the Shareholder, 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, including per-project aggregate endorsement, 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 \$1,000,000; and (d) umbrella liability insurance with a limit of \$1,000,000 per occurrence and a general aggregate of \$1,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Corporation, Managing Agent, and Shareholder to be named as additional insureds. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to the additional insureds. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the additional insureds hereunder to be first tier umbrella/excess coverage above the primary coverage afforded to the additional insureds and not concurrent with or excess to other valid and collectible insurance available to the additional insureds. Contractors insurance policies required herein shall include waiver of subrogation in favor of the additional insureds, and shall have no exclusions or limitations pertaining to the additional insureds relating injuries to the Contractor’s employees or subcontractor employees, the location of the work, or type of work performed on behalf of the 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.

<b>Contractor</b>	<b>Corporation</b>	<b>Managing Agent</b>	<b>Shareholder</b>
Name_____	Name_____	Name_____	Name_____
Signature_____	Signature_____	Signature_____	Signature_____
Date_____	Date_____	Date_____	Date_____

# ACORD CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER  <b>* NAME AND ADDRESS OF INSURANCE CARRIER</b>	FAX  <b>INSURERS AFFORDING COVERAGE</b>
INSURED  <b>* NAME AND ADDRESS OF INSURED (Must match signed contract)</b>	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.
	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	<b>\$1,000,000/\$2,000.000</b>	<b>00/00/00</b>	<b>00/00/00</b>	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES				\$ 100,000	
	MED EXP (any 1 person)				\$ 5,000	
	PERSONAL & ADV INJURY				\$ 2,000,000	
	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"/> _____	<b>\$1,000,000 minimum</b>	<b>00/00/00</b>	<b>00/00/00</b>	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
	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?	<b>\$1,000,000 minimum</b>	<b>00/00/00</b>	<b>00/00/00</b>	<input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other	
	E.L. EACH ACCIDENT				\$1,000,000	
	E.L. DISEASE –EA EMPLOYEE				\$1,000,000	
	E.L. DISEASE –POLICY LIMIT				\$1,000,000	
	<b>OTHER</b>					

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

**Also additionally insured: Shareholder's Name, Address and Apt. Number**  
**a) Whitewood Gardens, 643 Pelham Road, New Rochelle, NY 10805**  
**b) Garthchester Realty Associates, 440 Mamaroneck Ave, Harrison, NY 10528**  
**Date of Move /Delivery/ Work:**

<b>CERTIFICATE HOLDER</b> <b>Whitewood Gardens C/o Garthchester Realty Associates</b> <b>440 Mamaroneck, Ave. Suite S512</b> <b>Harrison, NY 10528</b>	<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 <b>Must have signature</b>
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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](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).*