

# ALTERATION AGREEMENT

**336 Tenants Corp.**

**336 Central Park West  
New York, NY 10025**

**< Version Date: February 2017 >**

336 Tenants Corp. adheres to strict policies regarding renovation work. These policies and protocols are for the benefit of ALL shareholders. The objectives of 336 Tenants Corp. are to protect the infrastructure of the Building, ensure the safety of the shareholders and employees, comply with NYC building codes and requirements, and minimize the risk of damage to the applicant's unit and that of any other adjacent unit.

All shareholder representatives must read the Alteration Agreement in full.

336 Tenants Corp. has documented precise detail in this Alteration Agreement to provide clarity to the shareholder and the shareholder's representatives. Any impact resulting from deviations from this Alteration Agreement – whether time, money or other - are the responsibility of the shareholder.

As a convenience to the shareholder(s), 336 Tenants Corp. has provided a summary (*Alteration\_Agreement\_Flow\_2017\_FINAL.pdf*), which appears on the <http://www.336cpw.org> website. This document is a summary of the process, timing and requirements, but is not a substitute for the details in the Alteration Agreement.

**ALL ALTERATION PROCESSES ARE MANAGED BY ORSID REALTY CORP.**

**Contact: Andrea Doyle, Alterations Coordinator**

**Tel: (212) 484-3733**

**Email: [adoyle@orsidr.com](mailto:adoyle@orsidr.com)**

## Re: 336 Tenants Corp. Alteration Documents – Basic Summary of Requirements

Please attach the necessary documents required if you wish to make an alteration to your apartment.

### **Alteration Type I**

- *Cosmetic Renovation/Decoration*
- Examples include: Carpeting, wallpapering, painting, refinishing existing floors (sand/stain), re-grouting bathroom tiles, replace/hook-up a single, major appliance in existing location, replace/hook-up lighting in existing location, installation of window-unit air conditioner.

### **Application Requirements:**

ALL of the following items must be included in your submission package:

- 1) Written Scope of Work
- 2) Copy of Active License for plumber and/or electrician (in such plumber's or electrician's name) - if and as applicable to the project
- 3) If painting, a lead safe certificate for contractor/painter
- 4) Simple job schedule/timeline
- 5) Insurance Certificates as described below\*
- 6) Signed Alteration Agreement
- 7) Fees and Security Deposit
  - Application Fee: \$100 (non-refundable) payable to "Orsid Realty Corp."
  - Security Deposit: \$2,500 (refundable<sup>1</sup>) payable to "336 Tenants Corp."

\*Insurance Certificates are required for all contractors & sub-contractors and/or trade workers doing work in your apartment with the following specifications:

- i. Certificate of Liability Insurance (must be current and in-effect) with a minimum \$1,000,000 liability coverage
  - (a) Named additional insured's:
    - Unit owner's name & Apt. #  
c/o 336 Tenants Corp., 336 Central Park West, New York, NY 10025
    - Orsid Realty Corp.
  - (b) Certificate Holder
    - 336 Tenants Corp c/o Orsid Realty Corp., 1740 Broadway, 2<sup>nd</sup> Floor, New York, NY 10019
- ii. NYSIF Certificate of Workers' Compensation Insurance
  - (c) Policy Holder to be listed as the party doing the work

### **Close-out Procedures:**

- Contractor or trade worker must submit to Orsid copies of all permits as "closed-out".
- Final walkthrough of superintendent in public space to verify and assess if there is any damage.

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<sup>1</sup> Refund is subject to (a) no damage that requires repair from the Building and (b) proper completion of close-out procedures.

## **Alteration Type II**

- *Basic Alteration Work*
- Examples include: Full replacement of two or more plumbing fixtures (lavatory, bathtub, stall shower construction or shower area retiling) in their existing location with similar size/style fixtures; installation/replacement of kitchen cabinets/counters, without changing existing layout; installation of new appliances and/or fixtures with minor electrical work and/or changing of non-structural walls, through-the-wall air conditioner(s), audio/visual systems (acoustics)

### ***Application Requirements:***

ALL of the following items must be included in your submission package:

- 1) Written Scope of Work
- 2) Professional/Certified Architect's and/or Contractor Drawings (including any specialty engineering reports if and as needed (such as acoustical for audio/visual, air conditioning review with electrical load, mechanical engineer for radiator replacement ...))\*
- 3) Copy of Active License for any and all contractor/sub-contractors (in such party(ies) name.
- 4) If painting, a lead safe certificate for contractor/painter
- 5) Job schedule/timeline by trade
- 6) Insurance Certificates as described below\*\*
- 7) Signed Alteration Agreement
- 8) Fees and Security Deposit
  - Application Fee: \$500 (non-refundable) payable to "Orsid Realty Corp."
  - Security Deposit: \$5,000 (refundable<sup>2</sup>) payable to "336 Tenants Corp."

\* Shareholder is responsible for fees incurred by 336 Tenant Corp.'s (reviewing architect and any required specialty engineers, legal counsel or other professional services used in the evaluation, consent and monitoring / inspection of the Type II scope/plans). Fees will be billed on a project basis to the shareholder through the monthly billing statement. Shareholder is also responsible for providing specialty reports from engineers for acoustics, air conditioning, electrical load, etc... if and as necessary.

\*\* Insurance Certificates are required for all contractors & sub-contractors and/or trade workers doing work in your apartment with the following specifications:

- i. Certificate of Liability Insurance (must be current and in-effect) with a minimum \$3,000,000 liability coverage
  - (a) Named additional insured's:
    - Unit owner's name & Apt. #  
c/o 336 Tenants Corp., 336 Central Park West, New York, NY 10025
    - Orsid Realty Corp.
  - (b) Certificate Holder
    - 336 Tenants Corp c/o Orsid Realty Corp., 1740 Broadway, 2<sup>nd</sup> Floor, New York, NY 10019
- ii. NYSIF Certificate of Workers' Compensation Insurance
  - (c) Policy Holder to be listed as the party doing the work

### ***Close-out Procedures:***

- Contractor or trade worker must submit to Orsid copies of all permits as "closed-out".
- Final revision to plan layouts must be submitted as "As Built".
- Final walkthrough of superintendent in public space to verify and assess if there is any damage.

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<sup>2</sup> Refund is subject to (a) no damage that requires repair from the Building and (b) proper completion of close-out procedures.

## **Alteration Type III**

- *Significant Alteration/Renovation Work*
- Anything beyond Type II. For the sake of clarity, central air conditioning system(s) require a Type III renovation process.

### ***Application Requirements:***

ALL of the following items must be included in your submission package:

- 1) Written Scope of Work
- 2) Professional/Certified Architect's and/or Contractor Drawings (including any specialty engineering reports if and as needed (such as acoustical for audio/visual, air conditioning review with electrical load, mechanical engineer for radiator replacement...))\*
- 3) Copy of Active License for any and all contractor/sub-contractors (in such party(ies) name.
- 4) A lead safe certificate for contractor/painter
- 5) Job schedule/timeline - Long Form Chart
- 6) Insurance Certificates as described below\*\*
- 7) Signed Alteration Agreement
- 8) Fees and Security Deposit
  - Application Fee: \$1,000 (non-refundable) payable to "Orsid Realty Corp."
  - Security Deposit: \$10,000 (refundable<sup>3</sup>) payable to "336 Tenants Corp."

\* Shareholder is responsible for fees incurred by 336 Tenant Corp.'s (reviewing architect and any required specialty engineers, legal counsel or other professional services used in the evaluation, consent and monitoring / inspection of the Type II scope/plans). Fees will be billed on a project basis to the shareholder through the monthly billing statement. Shareholder is also responsible for providing specialty reports from engineers for acoustics, air conditioning, electrical load, etc... if and as necessary.

\*\* Insurance Certificates are required for all contractors & sub-contractors and/or trade workers doing work in your apartment with the following specifications:

- iii. Certificate of Liability Insurance (must be current and in-effect) with a minimum \$3,000,000 liability coverage
  - (d) Named additional insured's:
    - Unit owner's name & Apt. #  
c/o 336 Tenants Corp., 336 Central Park West, New York, NY 10025
    - Orsid Realty Corp.
  - (b) Certificate Holder
    - 336 Tenants Corp c/o Orsid Realty Corp., 1740 Broadway, 2<sup>nd</sup> Floor, New York, NY 10019
- iv. NYSIF Certificate of Workers' Compensation Insurance
  - (c) Policy Holder to be listed as the party doing the work

### ***Close-out Procedures***

- Contractor or trade worker must submit to Orsid copies of all permits as "closed-out".
- Final revision to plan layouts must be submitted as "As Built".
- Final walkthrough of superintendent in public space to verify and assess if there is any damage.

Very truly yours,  
ORSID REALTY CORP., AS AGENT

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<sup>3</sup> Refund is subject to (a) no damage that requires repair from the Building and (b) proper completion of close-out procedures.

## SAMPLE LETTER TO INFORM NEIGHBORS OF CONSTRUCTION

Upon formal approval from Orsid to commence the renovation project and at least seven (7) days prior to the start of any work, it is required a typed letter similar to the one below be delivered immediately to (a) all neighbors on the same floor as the construction, (b) neighbors directly above the construction, and (c) neighbors directly below the construction. Electronic delivery of such letters is not permitted.

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<<DATE>>

Dear Neighbor:

We will be doing alterations in our home, Apt. # \_\_\_\_\_ with a starting date of \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_. We expect the renovation to be complete within \_\_\_\_\_ weeks. Our representatives have reviewed the Alteration Agreement of 336 Tenants Corp and all work will be done in compliance with the regulations.

We hope sincerely that this renovation will be expedient and cause as little inconvenience to you as possible. Our contractor has been instructed to exercise care to minimize the noise during construction as much as possible. Unfortunately, there will always be a certain amount of disturbance with any project.

Please be sure to remove fragile, expensive, and breakable items from walls and shelves. We request that you allow our representative and the superintendent to inspect your apartment and to take photos of the walls and ceilings prior to the commencement of the work.

We will ask our contractor, through the Superintendent, to contact you and schedule the quick visit. If you would prefer to contact them directly the information is cited below.

Thank you again for your understanding and we will work hard to ensure the disturbance is kept to a minimum.

Sincerely,

<Shareholder Signature>

<Shareholder Name(s)>

Home Phone: (xxx) yyy-zzzz

Cell Phone: (xxx) yyy-zzzz

Office Phone: (xxx) yyy-zzzz

Email:

<Contractor Name>

<Contractor Company Name>

Cell Phone: (xxx) yyy-zzzz

Office Phone: (xxx) yyy-zzzz

Email:

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# **ALTERATION APPLICATION**

Date \_\_\_\_\_

336 Tenants Corp.  
c/o Orsid Realty Corp.  
1740 Broadway, 2<sup>nd</sup> Floor  
New York, NY 10019

RE: ALTERATION AGREEMENT - \_\_\_\_\_ Apt. (The "Apartment")  
336 Central Park West, New York, NY (the "Building")

Dear Board of 336 Tenants Corp.:

I hereby request permission to perform the alteration in my Apartment as described in the annexed documents (such documents, the progress of such alteration and the completed renovation are hereby collectively referred to as the "work"). I understand that I need your permission to do the work and that in order for you to review my documents and consider my request prior to your rendering your determination, I hereby agree to the following covenants and conditions:

## **1. Plans and Specifications**

I shall furnish with this letter, in duplicate, the following documents: (a) Plans and specifications prepared by a registered architect or licensed engineer; setting forth a complete description of the specific proposed alterations(s) I desire (hereinafter collectively referred to as the "plans"). (b) A letter from my architect or engineer certifying that the service loads, including, but not limited to plumbing, structural and electrical loads required as a result of the work (i) will not be in excess of the present electrical capacity of the Apartment and (ii) will not adversely affect the Building. (c) And, conformed copies of each and every agreement I have made with any contractor relating to the work, including all necessary license numbers.

## **2. Fees and Costs**

Whether or not permission be granted, I shall pay or reimburse you or your managing agent, Orsid Realty Corp. ("Agent") on demand by you, all fees, costs and expenses incurred by you in connection with the proposed work, including and without limitation:

- (a) Fees incurred for legal, engineering, architectural or other professional advice; and
- (b) Costs of inspections by your engineer or architect to ensure that the work is performed strictly in accordance with the plans and with normally accepted standards and that the work meets all governmental requirements; and
- (c) Costs for adding Building personnel, maintenance or services; and
- (d) To the extent that any regular Building personnel are required to render services as a result of the work, the expense of such time, including any wages, overtime pay and additional payroll taxes and benefits, that result there from; and
- (e) In the event of property damage to the Building or any property of any resident, thereof, the full cost of all repairs as determined by you, the Agent, or Building superintendent (hereinafter the "Superintendent"), and

- (f) The cost of any increase in real estate taxes levied against the Building because of an increase in assessed valuation attributable to and by reason of the work, including the modification of any tax abatement granted to the Building.
- (g) A processing fee of \$\_\_\_\_\_ payable to Orsid Realty Corp., due upon signing of this agreement.

Any and all costs, fees and expenses incurred by you, as set forth above, shall be deemed to be additional rent chargeable to me under the terms of my proprietary lease (hereinafter the "Lease"). If I fail to pay or reimburse you for same, said nonpayment shall be deemed a default by me and in addition to any and all remedies you may have hereunder at law or in equity, you may pursue your remedies as are available to you based upon such a default.

### **3. Liens**

Upon the completion of and my payment for the work, I shall procure from my contractor and submit to you for your approval the contractor's written agreement waiving the right to file any mechanic's liens or other liens, attachments or encumbrances against the Building that may arise out of or in connection with the work. Proof that the contractor has obtained similar waivers from all subcontractors shall be filed with the Agent. If one or more mechanics liens are filed in connection with the work, I shall cause such liens or lien to be discharged within ten days of the filing thereof.

If I fail to so discharge any mechanic's lien, you shall be entitled to exercise any and all rights and remedies you may have under the Lease and/or applicable law. I agree to indemnify you and hold you, the Building, and the Agent harmless from and against any and all losses, liabilities, costs and expenses (including, without limitation, reasonable attorney fees and disbursements) suffered by reason of the filing of any mechanic's lien.

### **4. Indemnifications and Reimbursement of Loss**

During the progress of the work, I shall take such protective measures as may be necessary and as may be determined by the Board, the Agent or Superintendent to insure that other portions of the Building, its mechanical systems and property of all other shareholders, owners, residents or occupants are not damaged as a result of the work.

I agree to indemnify and hold you, the Board, the shareholders or owners, the tenants and occupants of the Building, the Agent and your architects, engineers and attorneys harmless from and against any and all losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) suffered by reason of any injuries or damage to persons or property as a result of the work and any fault or defect therein or created thereby, whether or not caused by negligence.

This indemnification shall survive completion of the work.

### **5. Time Period for Work**

I understand that no work is to be performed on Saturdays, Sundays or legal holidays. Work may be performed only Monday through Friday, and only between the hours of 9:00 A.M. and 4:00 P.M. Work that will produce unusual noise, which may be disturbing to other occupants, shall not commence before 10:00 A.M. Workers shall be permitted to enter the Building at 8:30 A.M. to prepare for the work and to remain in the Apartment until 4:30 P.M. to store materials and tools for the work. The Board (or the Agent) shall determine in its sole and absolute judgment whether any noise levels



created by the work may be disturbing, and shall have the right to immediately take whatever actions it deems necessary to cause me or my agents, contractors and subcontractors, as the case may be, to cease all activities creating such disturbing noises.

In the event of the occurrence of any event beyond my control including labor problems, actions or strikes, acts of God or other weather conditions which, in your opinion, make my continuation of the work dangerous or overly burdensome to you or the Building, then you shall so notify me and I shall immediately cease the work and the time period within which I must complete the work shall be appropriately extended.

## **6. Required Insurance**

- A. Prior to the commencement of any of the work, I and any contractor who is to perform any of the work shall obtain insurance of the kinds and in the limits hereinafter specified against any liability whatsoever occasioned by the work or the performance thereof as follows:

For a Type I project: (i) comprehensive all-risk public liability insurance in limits of not less than one million (\$1,000,000) dollars for injuries and/or deaths of one or more persons in respect of any occurrence; and (ii) worker's compensation insurance in statutory limits covering all of my, the contractor's and any subcontractor's employees.

For a Type II renovation: (i) comprehensive all-risk public liability insurance in limits of not less than three million (\$3,000,000) dollars for injuries and/or deaths of one or more persons in respect of any occurrence; and (ii) worker's compensation insurance in statutory limits covering all of my, the contractor's and any subcontractor's employees.

For a Type III renovation: (i) comprehensive all-risk public liability insurance in limits of not less than three million (\$3,000,000) dollars for injuries and/or deaths of one or more persons in respect of any occurrence; (ii) Excess liability coverage of not less than five million (\$5,000,000) dollars; and (iii) worker's compensation insurance in statutory limits covering all of my, the contractor's and any subcontractor's employees.

Prior to the commencement of the work I shall deliver to the Agent certificates of Insurance naming the members of the Board, the Agent and the undersigned as parties insured, as our interests may appear, and providing that such insurance will not be terminated unless at least thirty days prior written notice is given to the Agent by satisfactory evidence of payment of the premiums for said insurance for the period of time during which the work is to be performed. At your election, I shall also deliver to you within three (3) days of your request a duplicate original of each insurance policy.

- B. The insurance policies shall be issued by solvent insurance companies reasonably satisfactory to you, and, to the extent obtainable, shall not be invalidated as against one assured by reason of any act or omission of another assured. Such insurance companies shall be authorized to do business in New York and have a policyholder's rating of no less than "A" in the most current edition of Bests Insurance Reports or its successor.
- C. The following shall be included under insurance coverages:
- (1) Worker's Compensation and Employers' Liability Insurance-statutory amounts and coverage as required by New York State Law.

- (2) For Type I Projects – Comprehensive General Liability Insurance and Public Liability Insurance, including premises, products, completed operations and contractual, which policies and policy amounts shall be primary to any and all other policies of insurance purchased by Owner, Owner's Managing Agent and specific interested parties: (a) bodily injury liability \$1,000,000.00; (b) Property damage liability \$1,000,000. Property damage in the amount of \$500,000/\$1,000,000 shall be included.
- (3) For Type II Renovations – Comprehensive General Liability Insurance and Public Liability Insurance, including premises, products, completed operations and contractual, which policies and policy amounts shall be primary to any and all other policies of insurance purchased by Owner, Owner's Managing Agent and specific interested parties: (a) bodily injury liability \$3,000,000.00; (b) Property damage liability \$3,000,000; (c) Automobile liability, including bodily injury \$500,000/\$1,000,000. Including hired and non-owned vehicles. Property damage in the amount of \$500,000/\$1,000,000 shall be included.
- (4) For Type III Renovations – Comprehensive General Liability Insurance and Public Liability Insurance, including premises, products, completed operations and contractual, which policies and policy amounts shall be primary to any and all other policies of insurance purchased by Owner, Owner's Managing Agent and specific interested parties: (a) bodily injury liability \$3,000,000.00; (b) Property damage liability \$3,000,000.00; (c) Excess liability coverage of not less than \$5,000,000 and (d) Automobile liability, including bodily injury \$500,000/\$1,000,000, including hired and non-owned vehicles. Property damage in the amount of \$500,000/\$1,000,000 shall be included.
- (5) Comprehensive general liability policies shall include the standard broad form property damage endorsement for Contractor, his subcontractors and, any and all tradesman engaged in the work. Contractor agrees to assist in every manner possible in reporting and investigating any accident and upon request, to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and by obtaining the attendance of witnesses as required for any claim or suit. Prior to the commencement of the work, Contractor shall have the specific insurance policies provide that:
- (a) Such insurance will not be material changed or cancelled during the term hereof until and unless thirty (30) days written notice thereof shall have been given to Owner.
  - (b) Owner, Owner's Managing Agent and any other involved per such as (but not limited to) Architects are to be named as additional insured on all policies. All insurance required by this paragraph shall be written on companies to be licensed to do business in New York.
  - (c) Such insurance is primary to any and all other policies of insurance purchased by Owner, Owner's Managing Agent, and other party. Contractor shall furnish to Owner and Architect the Certificate of Insurance for the insurance referred to herein prior to the commencement of the work.
- (6) Notwithstanding any other warranties or guaranties contained herein or anything contained herein to the contrary, Contractor hereby warrants all the work shall be in full and complete accordance with the Contract and all the work shall be free from any and all defects fully suitable for the use made of same and fully suitable for the purpose for which intended. Contractor further agrees that should any defect develop or appear, Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective work without any

cost to Owner and will indemnify and save owner harmless from and against any claim, demand, loss of damage by any breach of the warranty contained herein, including all reasonable attorneys and other professional fees. The foregoing warranty shall commence on the date of final completion and shall terminate three (3) years thereafter. Where Owner has terminated this Contract pursuant to the terms and conditions provided for herein, the period of warranty for the work provided by Contractor should commence on the effective date of termination.

- D. I shall pay to you on demand an amount equal to any increase in fire insurance premiums brought about by reason of the work, including extended coverage, vandalism, malicious mischief and surcharges, if any, above the premiums determined by the base fire insurance rate applicable to the Building.

## **7. Required Permits, Certificates and Other Documents**

- A. Prior to commencement of the work, I shall deliver to the Agent (i) all applications and permits that may be required to be obtained by me, including a building permit and permits for all plumbing and electrical work including, but not limited to compliance with Local Law 76 and (ii) the names of the licensed architect or engineer, general contractor, and any subcontractors who will be engaged to execute the work and conformed copies of each and every agreement made with such persons.
- B. If the work requires an amended Certificate of Occupancy for the Building, I will have an application in the form of an "Alteration" describing the proposed work on file with the New York City Buildings Department within 30 days of the Board's written approval of the plans and specifications. This "Alteration" application, if required, shall note that an amended Certificate of Occupancy will be sought. A copy of any such application shall be simultaneously submitted to the Agent. I will file an application for an amended Certificate of Occupancy within 30 days after completion of the work. I shall diligently pursue obtaining an amended Certificate of Occupancy and shall keep the agent informed of the status of this process on a regular basis. No appointments for final Building Department Inspection to "sign off" on the work shall be made prior to the Board, the Agent or its representatives conducting an inspection to confirm compliance with the approved plans and specifications, and the Board and the Agent will have reasonable time and shall be granted access in order to make such inspection.
- C. At the completion of the work, I shall deliver to you, in care of the Agent, an amended Certificate of Occupancy permitting residential use of the Apartment and a certificate of the Board of Fire Underwriters, if either shall be required, at the time of the actual construction or any time thereafter, whether I have sold or assigned the Apartment together with such other proof as may be necessary to indicate all work has been done in accordance with all applicable laws, ordinances and Government regulations. I will be responsible for the cost involved in obtaining the amended Certificate of Occupancy, if same is not obtained during the period of the actual construction. I further agree that this agreement will survive whether or not the Apartment is sold and that in the event I do sell the Apartment, I will advise the purchaser of their responsibility if and when called upon to pay their share of the cost of obtaining an amended Certificate of Occupancy.

## **8. Nature and Quality of Work**

- A. All alterations and structural changes shall be performed in such a manner and at such time so as not to disturb other occupants or the Building's services. I will immediately discontinue any work in progress upon receiving notice from the Agent or an appropriately designated Building

employee that the work is at that time creating a disturbance to any other occupants in the Building. The use of power tools, such as electric hammers or portable electric saws, is expressly not permitted.

- B. The proposed alterations, structural changes and materials used shall be of the quality and style in keeping with the general character of the Building as determined by you, the Board, the Agent; your engineer and architects and the work will be carried out by me and my representatives in a proper, expeditious and workmanlike manner.
- C. All work shall confirm to rules and regulations of governmental authorities having jurisdiction thereof as well as the New York Board of Fire Underwriters.
- D. All work shall be performed in compliance with rules and regulations as may be promulgated by the Board, Agent or Superintendent. Contact your Building Superintendent, to coordinate access to the Building for your contractor(s).
- E. I shall take and shall cause my contractor(s) and subcontractor(s) to take all precautions to prevent dirt, dust and noise from the work from permeating other parts of the Building during the progress of the work. In connections with such precautions and without limitation thereof, I shall:
  - i. Place or cause to be placed in barrels or bags, all materials and rubbish from the work, before being taken out of the Apartment daily, which materials and rubbish must be taken out of the Building, at my sole cost and expense, in the service elevator, at times the superintendent shall permit;
  - ii. Control all dust from the debris of the alterations either by using green-dust or, if possible, by watering down the construction area as required;
  - iii. Install, or cause to be installed, a temporary dust-proof partition to prevent dust or debris from the work from entering the stairwells, elevator shafts and hallways in the Building;
  - iv. Broom-clean or cause to be broom-cleaned each night by the contractors or subcontractors after they have ceased their work, the areas of the Apartment in which the work is then being performed, the areas adjacent thereto and any other affected area of the Building; and
  - v. Not place or maintain any "street containers" or "dumpsters" for the storage of rubbish outside the Building or its environs without the prior written consent of the Agent;
  - vi. I shall give at least seven days prior written notice to the residents of apartments that are above and below my Apartment of the date on which the alterations will be commenced in order that they will have a reasonable opportunity to secure any personal property in the adjacent premises from damage due to vibration or similar cause resulting from the work;
  - vii. I shall recognize that only a designated elevator may be used for the removal of debris and rubbish and only at such times as the Superintendent or Agent may direct. If there is a cost to operate the elevators for my use on an overtime basis,

I shall reimburse you for any wages or related expenses incurred in connection therewith.

- viii. Construction paper shall be placed on the floor areas from the designated elevator of the Apartment door each morning and removed at the end of each working day.

- F. I shall make all appropriate arrangements with the Agent and Superintendent at least one week in advance if any of the proposed work will affect gas, ventilation, plumbing or heating lines when such alteration requires shutting or draining of common risers. I understand that there will be no operation changes made in the Building's central heating, air conditioning or other equipment to facilitate the installation or function of any heating or air conditioning unit or other equipment I may wish to install.

#### **9. Access for Inspection and Additional Obligations**

I shall provide continual access to your architects and engineers as well as the Agent and the Building Superintendent and their representatives to observe the work from time to time. I shall make, at my sole cost and expense, all corrections requested as a result thereof. If any portion of the work should be covered contrary to the plans, the request of your architect or engineer or requirements specifically expressed in this agreement, it must, if requested by you or your representative, be uncovered for inspection and shall be replaced at my expense. I shall promptly correct all work rejected by you as defective or as failing to conform to the plan of this agreement whether or not fabricated, installed or completed. I shall bear all costs of correcting such rejected work, including compensation for the architect's and engineer's additional services made necessary thereby.

If I fail to promptly correct such rejected work, I shall provide you, the Agent, Building employees and other of your representatives with unrestricted access to, and ingress and egress through the Apartment or any portion thereof in order to make repairs, alterations, additions and improvements in and to the Building as may be deemed necessary or advisable by you. Any increase in the cost of such repair, alteration, addition or improvement resulting from the work shall be borne by me and paid to you on demand. If, in connection with any such repair, restorations, addition or improvement, any portion of the Apartment shall be damaged, you shall not be liable therefore unless same is occasioned by reason of you or your agents' or employees willful negligence. Nothing herein shall limit or waive any of your rights and privileges as set forth in your by-laws and your other organizational documents.

#### **10. Restriction of Continuation**

I understand that you reserve the right to stop the progress of the work or to condition or to restrict the continuation of the work, (a) should such work in your opinion unduly interfere with the rights of any of the occupants of the Building, (b) if I fail to comply with the terms of the Lease, the by-laws or the House Rules applicable to the work, (c) if I fail to comply with the terms of this agreement, or (d) if any architect or engineer engaged by you determines that any work being performed (i) is contrary to the plans or (ii) poses a danger to life, limb or property. My failure to comply with any of the provisions hereof shall be deemed a default by me of the provisions of this agreement and, in addition to all other rights and remedies you may have, you may suspend all work and prevent workers from entering the Apartment and the Building for any purpose other than to remove their tools or equipment provided that such workers are accompanied at all times by the Superintendent or a member of the Building staff. In such event, you may also revoke the permission given to me to

undertake the work. If the operation of the Building or any of its equipment is adversely affected by the work, I shall, when so advised, discontinue the work immediately until such adverse effect discontinues.

#### **11. Close-out of Work**

The refunding of the Security Deposit is subject to the completion of the following: (a) Architect and/or Contractor must submit to Orsid copies of ALL permits as "closed-out" (including but not limited to close-outs from the ECB for all electrical work and close out of all plumbing permits), (b) Final revision to plan layouts must be submitted as "As Built", and (c) Final walkthrough of superintendent in public space to verify and assess if there is no damage.

#### **12. Changes: Terms of this Agreement**

This Agreement may not be changed orally. This Agreement shall be binding on you, me and our respective legal representatives, heirs, successors and authorized assigns. The terms of this Agreement shall apply to any further alteration or repair I may desire or be required to perform in connection with the work, provided, however that nothing herein shall be deemed your consent to any such alteration or repair nor a waiver of any of your rights hereunder.

#### **13. Assumption of Responsibility and Voiding of Guarantees and Warranties**

If I alter the air conditioning, plumbing, heating or ventilation in the Apartment, I shall assume all responsibility in the Apartment, I shall assume all responsibility for said alteration and neither you, nor the Agent will be responsible for failure of the efficient performance of the Apartment heating/cooling, plumbing or ventilation systems as altered by me. I understand that my alteration may void certain guarantees and warranties which currently exist and which have been made to me.

My assumption of responsibility covers: all work, whether or not structural; weather tightness of windows, exterior walls, roofs, flooring and 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, altered or in any way affected pursuant hereto both in the Apartment and in the Building. Neither you nor the Agent will be responsible for failure of performance of Building services to the Apartment as a result of the work.

If I shall desire to transfer the Apartment, whether by sale, assignment or otherwise, the Board may, as a condition to granting its consent to any such transfer, require the transferee thereof to (i) assume all of my obligations and responsibilities hereunder and which, by the terms hereof or by implication, survive the completion of the work, and (ii) agree that any subsequent transfer shall be subject to the terms hereof.

If you grant this conditional permission to me to do the work, I understand that you make no representations as to the design or efficiency of the proposed alterations or whether I will be able to obtain the required permits and certificates.

#### **14. Commencement of Work, Duration of Work, Restriction**

- (a) If permission to do the work were granted, the work will commence on or about and will be finished by no later than six (6) consecutive calendar months.

- (b) I understand and agree that I shall not begin work until I have received written authorization from you or the Agent and have paid all fees, if any, required to be paid to you or the Agent.
- (c) I further understand that I shall not install in my Apartment, without written permission, a so-called Jacuzzi or similar make tub, portable clothes washing machine or portable dishwasher, or exercise treadmill.

#### **15. Default/Breach**

It is understood that any breach or default by me of any of the terms or conditions of this agreement shall be deemed to be default by me under my proprietary lease for the Apartment. Accordingly, without limitation of your other rights and remedies, you shall have such rights and remedies as are afforded to you by reason of my default under such proprietary lease or by-laws.

#### **16. Deposit Assuring Performance of Work**

As security for the faithful performance and observation by me of the terms, conditions and covenants of this agreement, I submit to you herewith a check payable to your direct order in the sum of \_\_\_\_\_, which check shall be deposited in an account selected by the Board or the Agent. If (i) I breach any of the provisions of this agreement or (ii) I, or any person engaged by me to perform the work, cause loss, cost or expense to you or your property, or (iii) my representatives fail to close-out any permitted work including ECB for all electrical work and close-out of all DOB and plumbing permits, or (iv) you incur any expense or cost whatsoever in connection with the work including, without limitation, any cost or expense as set forth in Section 2 above, you may, at your option, use or apply, or retain to compensate you therefore and, thereafter, such portion so applied shall be free from any claim by me or for its return. Any amount so applied shall be immediately repaid to you by me, on demand, so that all times the deposit you retain shall be in the amount of \$ \_\_\_\_\_. You shall have the same remedies for my failure to repay any such deficiency as those set forth in paragraph 2 and 10 above. If my obligation exceeds the amount of my deposit, I shall be fully liable therefore. If I shall fully and faithfully comply with all of the terms and conditions of this agreement, I understand that my deposit or remaining balance thereof shall be returned to me after completion of the work at such time as the Building is deemed by the Board not to have suffered any damage or diminution in value by reason of the work.

#### **17. Completion of Work: Liquidated Damages**

Within six (6) consecutive calendar months from the start date, the work shall be completed including all demolition, reconstruction, installation and close out as cited in Section 11. If the work shall not be completed on or before such dates, I shall pay to you the sum of:

\$200.00 per day for the first 10 business days after six months  
\$500.00 per day for the next 20 business days  
\$1,000.00 thereafter per business day

For each day any of the work continues beyond the above referenced completion date to compensate you for the costs and inconvenience resulting there from.

In the event of the occurrence of any event beyond my control including labor or other strikes, Building moratorium periods and acts of God or weather conditions which, in your opinion, make my continuation of the work dangerous or overly burdensome to you, then you shall so notify me and I

shall immediately cease the work and the time period within which I must complete the work shall be appropriately extended.

## **18. Asbestos**

If the work involves the demolition, removal, relocation, or alteration of any walls, ceilings, floors, or electrical, plumbing, heating, ventilation, or air conditioning systems, I hereby agree to do the following at my sole cost and expense prior to the commencement of the work:

- (a) Retain an asbestos investigator, selected from a list of approved investigators supplied by the Agent, to either:
  - (i) Review the Building's construction and renovation records as well as any prior inspection reports to determine the existence and possible disturbance of any asbestos containing material (ACM); or
  - (ii) Inspect the areas to be renovated to determine the existence and possible disturbance of any ACM.
- (b) If the results of the review of investigation subparagraph (a) above reveal the presence of ACM in a friable condition, but said friable ACM is less than 10 square feet or 25 linear feet, I will present the Agent proof of the investigator's filing of Form ACP5 ("Not an Asbestos Project") form. If the results of the review or investigation reveal that more than 10 square feet or 25 linear feet of ACM is in a friable condition, I will present to the Agent proof of the investigator's filing of Form ACP7 (Asbestos Inspection Report).
- (c) If, in your sole judgment, based upon the results of the review or investigation in subparagraph (a) above, no abatement work is required, I will be entitled to commence the work, subject to all of the terms, covenants and conditions of this agreement.
- (d) If, in your sole judgment, the review or investigation in subparagraph (a) above reveals that ACM abatement work is required, I will proceed as allowed:
  - (i) Prior to the performance of any ACM abatement work, I will submit to the Agent the names and qualifications (including any licenses, liability insurance policies and resume) of any asbestos consultants and contractors I intend to use for ACM abatement work, along with the names and qualifications (including licenses and insurance policies) of the contractor's haulers and the licenses of all asbestos supervisors and handlers who are to perform the ACM abatement work. ACM is in a friable condition, I will present the Agent proof of the investigator's filing of Form ACP7 (Asbestos Inspection Report).
  - (ii) Upon the receipt of the Boards or Agents approval, I will retain such consultants and contractors to encapsulate, enclose, treat or otherwise abate, as appropriate, all friable ACM. Said abatement, as well as the removal, hauling and disposal of the ACM, shall be performed in strict conformance with all federal, state, and local laws, rules and regulations.
  - (iii) In connection with such ACM abatement work, I will furnish the Agent with copies of all reports and tests that are required by applicable laws, rules and regulations, and with a copy of the final report that is to be provided by my ACM consultant.



- (iv) In connection with ACM removal and disposal, I will cause the ACM hauler to furnish the Agent with lists of all dump locations to be used, and a certification that the dump sites are EPA approved, and thereafter furnish to the Agent all dump tickets and disposal manifests.

I shall strictly comply in a timely fashion with all federal, state and local laws, rules and regulations pertaining to asbestos control, as the same have been or may hereafter be promulgated, supplemented or amended from time to time prior to and during the work. In addition, I agree to indemnify you and hold you harmless from and against any and all damages, losses, claims, liabilities, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and disbursements) arising out or in connection with (a) any failure by me or any consultant or contractor retained by me to fully conform to all of the foregoing or (b) in the defense of any suite, action, claim or violation in connection with the ACM abatement work.

## **19. Lead-Paint**

I understand that it is my responsibility to require that my contractors comply with the Pre-Renovation Lead Information Rule ("PLIR"), contained in section 406 (b) of the Toxic Substances Control Act (the "Act") requiring people performing renovation for compensation to distribute a pamphlet entitled "Protect Your Family From Lead in Your Home" (the "Pamphlet") prior to commencing the work if the work will disturb more than two (2) square feet of paint in pre-1978 housing. If PLIR applies to my work, I acknowledge having received a copy of the Pamphlet from my contractors.

If any of my work that is covered by PLIR affects a common area, I understand that my contractors are obligated to provide you and all of the residents of the Building with information on the timing and extent of the renovations that are to be made, such notices to be provided in accordance with the requirements of the Act.

I further understand that it is my responsibility to require that my contractors comply with the New York City Childhood Lead Poisoning Prevention Act Of 2003 ("NYCCLPP A") and the regulations promulgated there under if the work will disturb lead-based paint or paint of unknown lead content in a dwelling unit where a child seven years of age or younger resides or in the common area of the Building in which any such dwelling unit is located, where the Building was erected prior to January 1, 1960, or where the Board has actual knowledge of the presence of lead-based paint and the Building was erected between January 1, 1960 and January 1, 1978. If the NYCCLPP A is applicable, I understand that the work must be performed by workers who are trained in lead-safe work practices; and if the work will disturb more than one hundred square feet of lead-based paint or paint of unknown lead content, the work must be performed by a firm that has been certified under the regulations issued by the Environmental Protection Agency.

I agree to indemnify and hold you, the Board, the shareholders or unit owners, the tenants and occupants of the Building, the Agent and your architects, engineers, and attorney harmless from and against any and all losses, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and disbursements) suffered by reason of any failure by me or my contractors to comply with the Act.

**If the foregoing meets with your approval, please sign the enclosed copy of this letter agreement where indicated and return to me.**

By:

\_\_\_\_\_  
Signature (Shareholder/Owner (1))

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (Shareholder/Owner (1))

By:

\_\_\_\_\_  
(Shareholder/Owner (2))

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (Shareholder/Owner (2))

APPROVED:

\_\_\_\_\_  
Orsid Realty Corp., As Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name - Orsid Realty Corp., As Agent

**RIDER**

**ASBESTOS**

If the work involves the demolition, removal, or alteration of any walls, ceilings, floors, doors frames, electrical, plumbing, heating, ventilation or air conditioning systems, I hereby agree to do the following at my sole cost and expense:

1. The Shareholder agrees to do the following prior to the commencement of work:
  - A. At the Shareholder's expense, retain a licensed asbestos investigator to either:
    - a. Review the Building's construction and renovation records as well as any prior inspection reports to determine the existence and possible disturbance of any asbestos containing material ("ACM"); or
    - b. Inspect the area to be renovated to determine the existence and possible disturbance of any ACM. This includes any removed composition tiles and/or wood or vinyl flooring mastics.
  - B. If the results of the review or investigation reveal the presence of ACM in a friable condition, but said friable ACM is less than ten (10) square feet or twenty-five (25) linear feet, the Shareholder will present the Agent with proof of the investigator's filing of FORM ACP5 (not an "Asbestos Project" form). If the results of the review or investigation determine that more than ten (10) square feet or twenty-five (25) linear feet of ACM is in friable condition, the Shareholder will present the Corporation with the proof of the investigator's filing of FORM ACP7 ("Asbestos Inspection Report" form).
  - C. If, in the Corporation's sole judgment, based upon the results of the review or investigation, no abatement work is required, the Shareholder will be entitled to commence the alteration work, subject to the requirements of this Alteration Agreement.
  - D. If, in the Corporation's sole judgment, the review of investigation reveals that abatement work is required, the Shareholder will proceed as follows:
    - a. Prior to the commencement of any ACM abatement work, the Shareholder will submit to the Agent the name(s) and qualifications (including any license, liability insurance policies and resume) of any asbestos consultant(s) and contractor(s) the Shareholder intends to use for asbestos abatement work, along with the name and qualifications (including licenses and insurance policies) of the contractor's hauler (s) and the licenses of all asbestos supervisors and handlers who are to perform the ACM abatement work.
    - b. Upon receipt of the Corporation's or Agent's approval of the consultant(s) and contractor(s), the Shareholder will retain such consultant(s) and contractor(s) to encapsulate, enclose, treat or otherwise abate, as appropriate, all friable ACM. Said abatement, as well as the removal, hauling and disposal of the ACM shall be performed in conformance with all federal, state, and local laws and regulations.

c. In connection with such ACM abatement work, the Shareholder will furnish the Agent or Corporation with copies of all reports and tests that re required by applicable laws and regulations, and with a copy of the final report which is to be provided by the Shareholder's ACM consultant.

d. In connection with asbestos removal and disposal, the Shareholder will cause the ACM hauler to furnish the Agent or Corporation with lists of all dump locations to be used, and a certification that the dump sites are EPA approved, and thereafter furnish to the Corporation all dump tickets and disposal manifests.

2. The Shareholder and the consultant(s) and the contractor(s) retained by the Shareholder shall strictly comply in a timely fashion with all federal, state and local laws, rules and regulations pertaining to asbestos control, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the work. In addition, the Shareholder agrees to indemnify the Corporation and hold the Corporation harmless from and against any and all damages, losses, claims, penalties, costs, expenses (including without limitation attorneys' fees and disbursements), liabilities or fines arising out or in connection with any failure by the Shareholder or any consultant or contractor performing any work or services on the premises to fully conform to all of the foregoing or in the defense of any suit, action, claim or violation in connection with the ACM abatement work.

3. The Shareholder's contractor(s) shall obtain, in addition to the insurance required under Section 6 of the Alteration Agreement, hazardous material transportation liability insurance with limits not less than \$1,000,000 for bodily injury and property damage. The Shareholder's contractor(s) shall obtain such a policy or arrange for the Corporation to be named as an additional insured on the policy of the contractor's waste transporter. Such policy shall specifically cover all claims and groups of people who might bring claims relating to asbestos.

I understand that it is the responsibility of the Shareholder(s) to require and ensure that the work shall comply with all applicable legal requirements, including but not limited to with regard to discovery and abatement of areas containing lead-based paint and asbestos-containing materials. The Shareholder(s) hereby assumes, and releases and agrees to defend, hold harmless and indemnify the Corporation and its Board of Directors and Managing Agent, with regard to all obligations under all applicable legal requirements regarding the Work, including but not limited to with the regard to the discovery and abatement of areas containing lead paint and asbestos containing materials.

**ACCEPTED AND AGREED TO:**

\_\_\_\_\_  
Signature of Shareholder (1)

\_\_\_\_\_  
Signature of Shareholder (2)

\_\_\_\_\_  
Printed Name of Shareholder (1)

\_\_\_\_\_  
Printed Name of Shareholder (2)

\_\_\_\_\_  
Apartment #

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

**RIDER**

**LEAD-BASED PAINT DEBRIS**

It is the Shareholder's responsibility to require and ensure that the Shareholder's contractors and/or workers comply with the Pre-Renovation Lead Information Rule ("PLIR") contained in section 406(b) of the Toxic Substances Control Act (the "Act") requiring people performing renovation for compensation to distribute the Environmental Protection Agency Pamphlet (the "Pamphlet") entitled, "Protecting Your Family from Lead in the Home" prior to commencing the work, if the work will disturb more than two (2) square feet of paint in pre-1978 housing. If PLIR applies to the Shareholder's work, the Shareholder acknowledges having received a copy of the Pamphlet from the Shareholder's contractor(s).

No more than sixty (60) days prior to the beginning renovation activities in the Apartment, the contractor shall provide the Shareholder with the Environmental Protection Agency Pamphlet. If the Apartment is occupied by other than the Shareholder, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the Shareholder's or the occupant's written acknowledgement of receipt of the Pamphlet or a certificate of mailing evidencing the same. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

If any or the Shareholder's work that is covered by PLIR affects a common area, the Shareholder understands that the Shareholder's contractor(s) are obligated to provide the Shareholder and all of the residents of the Building with information on the timing and extent of the renovations that are to be made, such notices to be provided in accordance with the requirements of the Act.

The Shareholder further understands that it is the Shareholder's responsibility to require that the Shareholder's contractor(s) comply with the New York City Childhood Lead Poisoning Prevention Act of 2003 ("NYCCLPPA") and the regulations promulgated thereunder if the work will disturb lead-based paint or paint of unknown lead content in a dwelling unit where a child seven years of age or younger resides or in the common area of the Building in which such dwelling unit is located, where the Building was erected prior to January 1, 1960, or where the Corporation has actual knowledge of the presence of lead-based paint and the Building was erected between January 1, 1960 and January 1, 1978. If the NYCCLPPA is applicable, the Shareholder understands that the work must be performed by workers who are trained in lead-based paint or paint of unknown lead content, or will involve the removal of two or more windows with lead-based paint or paint of unknown lead content, the work must be performed by a firm that has been certified under the regulations issued by the Environmental Protection Agency.

The Shareholder shall cause the Shareholder's contractor(s) and/or workers to use safe work practices during the work and take precautions to prevent the spread of dust and debris which may contain lead. The Federal Task Force in Lead-Based Paint Hazard Reduction recommends:

1. Limiting access to the work area to only workers.
2. Covering the work area with six mil polyethylene or equivalent.
3. Protecting the workers.
4. Protecting the Shareholder's belongings by covering or removing them from the work area.

5. Wetting the painted surfaces before disturbing the paint.

6. Wetting the debris before sweeping.

The Task Force has indicated that certain removal practices are unsafe, including:

1. Open flame burning.

2. Power sanding or blasting (unless a special vacuum attachment is used to contain dust).

3. Dry scraping more than a **de minimis** surface area (**de minimis** means an area less than one square foot per room).

The Shareholder shall cause the Shareholder's contractors and/or workers to perform their work consistently with the recommendation of the Task Force.

The Shareholder shall cause the Shareholder's contractors and/or workers to perform specialized cleaning of the work area using methods designed to safely remove dust and debris which contain lead.

The Shareholder shall receive assurances acceptable to the Corporation from the Shareholder's contractors and/or workers that they have the knowledge of lead based paint hazards and they will perform the work and clean up the work in a manner which will avoid creating lead-based paint hazards in accordance with the applicable laws.

I understand that it is the responsibility of the Shareholder(s) to require and ensure that the work shall comply with all applicable legal requirements, including but not limited to with regard to discovery and abatement of areas containing lead-based paint and asbestos-containing materials. The Shareholder(s) hereby assumes, and releases and agrees to defend, hold harmless and indemnify the Corporation and its Board of Directors and Corporation and their Managing Agent, architects, engineers, and attorneys from and against any and all losses, liabilities, costs and expenses (including without limitation, reasonable attorney's fees and disbursements) suffered by reason of any failure by the Shareholder or the Shareholder's contractor(s) to comply to with the Act and/or to comply with all obligations under all applicable legal requirements regarding the work, including but not limited to with the regard to the discovery and abatement of areas containing lead paint and asbestos containing materials.

**ACCEPTED AND AGREED TO:**

\_\_\_\_\_  
Signature of Shareholder (1)

\_\_\_\_\_  
Signature of Shareholder (2)

\_\_\_\_\_  
Printed Name of Shareholder (1)

\_\_\_\_\_  
Printed Name of Shareholder (2)

\_\_\_\_\_  
Apartment #

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**RIDER**

**DEMOLITION**

1. The Shareholder agrees to give the Building superintendent, the Managing Agent and the owners of adjacent premises notice at least three (3) working days prior to the date any demolition is scheduled to commence. The Shareholder acknowledges that any and all demolition work will be done between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday and must be completed with ten (10) consecutive working days from its commencement unless otherwise approved in writing by the Corporation. The Shareholder understands that such demolition work or any work may be halted at any time if, in the Corporation's sole discretion, the Corporation shall determine that such work is excessively noisy or creates undue hardship for any other Shareholder(s) or occupants; however the Shareholder may recommence the work if the Shareholder ameliorates such a situation.
2. No electrical jackhammers and other similar impact, percussion devices may be used. Sledgehammers are limited to the size that can be used with one hand. Electric saws or other power tools which may cause undue disturbance to the tenants may not be used without prior approval by the Superintendent.
3. No channeling or cutting of the concrete ceiling, floor slab, concrete or CMU demising walls, structural beams or structural columns is permitted unless approved by the Corporation. For clarity, there is no cutting into clay tile on exterior walls. Where existing branch plumbing lines are located in these walls, the clay tile must be restored and the piping mounted on the inside.
4. Smoke alarms must be maintained as required by law.
5. The contractor must supply fire extinguishers on site.
6. Contractor(s) are responsible for the protection of the interior walls and floor of the elevators with Masonite, drop clothes, plastic, etc.
7. Cutting or removing the intercom risers and/or Apartment bell(s) is prohibited. Consultation and formal agreement from the Superintendent is required if the devices for the intercom and/or Apartment bell(s) need to be moved. ALL such work must be done by the Building's approved specialist. This is required as the intercom and apartment bells are a linked system throughout all apartments.

**DUST, REFUSE, STORAGE AND MAINTENANCE PROCEDURE**

In connection with any demolition, the Shareholder shall comply, and cause the contractors and/or workers to comply, with the following procedures:

**1. Equipment**

- A. Polyethylene sheeting: Provide 6.0 mils thick minimum flame-resistant polyethylene sheeting that conforms to the requirements of the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Provide largest size possible to minimize seams.
- B. Reinforced Polyethylene Sheeting: Provide 10 mils thick minimum translucent, nylon reinforced or woven polyethylene, laminated flame-resistant, polyethylene film that conforms to the requirements of the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Provide largest size possible to minimize seams.
- C. Duct Tape: Provide duct tape in 2" or 3" width with an adhesion which is formulated to stick aggressively to sheet polyethylene.

**2. Construction of Dust Control Work Areas**

- A. Completely isolate work areas from other parts of the Building so as to prevent dust and debris from passing beyond the isolated area.
- B. Individually seal all ventilation openings (supply and exhaust), doorways, windows, convectors, door grilles and other openings inside the work area with duct tape alone or with polyethylene sheeting at least 6 mils in thickness, taped securely in place with duct tape. Maintain seal until all work is completed. Take care in sealing of convector to avoid melting or burning sheeting.
- C. Cover carpeting in public hall with one (1) layer of reinforced polyethylene sheeting at least 10 mils in thickness. Place corrugated cardboard or "masonite" sheets on top of the polyethylene sheeting.
- D. Sheet Plastic: Protect surfaces in the work area with one (1) layer of plastic sheeting on floors and walls.
- E. Cover floor of the work area with one (1) layer of polyethylene sheeting at least 6 mils in thickness, turned up the walls 12 inches. Duct tape all seams in floor covering. Locate seam in top layer six feet from, or right angles to, seam in bottom layer. Install sheeting so that top layer can be removed independently from bottom layer.
- F. Cover all perimeter walls in work areas with one (1) layer of polyethylene sheeting at least 6 mils in thickness, mechanically supported and sealed with duct tape (overlap sheets 4"-6") in the same manner. Tape all joints.



G. In extreme dust situations, at the discretion of the managing agent or superintendent, a dust control enclosure shall be constructed at the entrance to the work area. The dust control enclosure shall have a flap opening (of at least 5' wide X 3" high) in one vertical side of the enclosure be sealing an extra layer of polyethylene sheeting with duct tape to the top side of the enclosure.

H. At the discretion of managing agent or the superintendent, foam sealant or similar product may be used in pipe chases or other slab penetrations so as to minimize traveling dust or debris.

I. During demolition and periods of work which create dust and odors, Apartment windows must be kept closed.

### 3. Dust and Noxious Fumes:

It is the Shareholder's responsibility to insure that precautions are taken to prevent dirt, dust and noxious fumes from permeating other areas of the Building during the work. The doors from the Apartment into the hallways shall be sufficiently sealed inside the Apartment to prevent the flow of dust into the hallways. If, at the Managing Agent or Superintendent's discretion, dirt or dust do affect other areas of the Building, the Board may have the areas cleaned and the unit Shareholder will reimburse the Corporation for all costs and expenses. If in the Managing Agent or Superintendent's opinion, noxious fumes are emanating from the Apartment, the Shareholder and/or the contractor may be required to contain the fumes or cease the procedure causing the fumes.

### 4. Removal of Rubbish; Deliveries; Security:

It is the Shareholders responsibility to have all rubbish, discarded equipment, empty packing cartons and other materials removed from the Building and its environs at the Shareholder's own expense. If, in the Corporation's discretion, the Shareholder fails to remove the rubbish to the Corporation's satisfaction, the Corporation may have it removed and the Shareholder will be responsible to the Corporation for any and all costs and expenses incurred, which amounts shall be due as additional rent under the Lease. All deliveries are to be coordinated with the Superintendent. The Shareholder acknowledges that leaving the iron gate to the courtyard of the Building or the service entrance to the Building open and unattended constitutes a security hazard to the building. Prior to any activity which may interfere with the security of the Building as described herein, the Shareholder will obtain approval from the Superintendent at least 48 hours in advance of such activity. The Shareholder agrees to reimburse the Corporation for any wages or related expenses incurred in connection with the Building's right to maintain security by posting a professional security person at these locations during such activity.

### 5. Storage of Materials; Cleaning of Common Areas:

In no event shall any materials or bags of rubbish be placed or stored in the common areas of the Building, including the fire stairwells, or outside the Building or in its environs nor shall any "street containers" or dumpsters" for the storage of rubbish be placed, maintained or stored outside the Building or its environs without the Corporation's prior written consent on such terms and conditions as the Corporation may prescribe. Removal of the rubbish shall be allowed only as instructed by the Superintendent between the hours of 9:30 a.m. and 4:30 p.m., Mondays through Fridays. Materials and tools may be left in the Apartment at the contractor's risk. All rubbish removal shall be supervised by the contractor. The hallways will be vacuumed, cleaned and mopped by the contractor's personnel at the end of each work day. Following the removal of rubbish, materials or tools, any areas in or around the Building soiled in the course of such removal shall be thoroughly cleaned.

**RIDER**

**FIREPLACES**

The Shareholder understands the Corporation reserves the right to inspect all fireplaces in the Building. The Shareholder agrees that any work to be performed on the fireplace, may be subject to special review by the Building's engineer/architect either during the pendency of the work or prior to the approval of the work by the Corporation. Further, the Shareholder agrees to allow the Superintendent or the managing agent reasonable access to any fireplace in the Apartment for the purpose of insuring the safe and proper use of fireplaces.

The Corporation makes no representation or warranties, and has no obligations, with respect to the operability of the fireplaces and the flues on the Building. If a fireplace is not operable and the Shareholder wishes to make it operable, the Corporation has the right to prohibit the alteration or repair necessary to make such a fireplace operable. Whenever the Corporation, in its sole discretion, consents to an alteration pertaining to a fireplace, the Shareholder shall be solely responsible for all costs in connection with such work, and is solely responsible for requesting and obtaining adjoining Shareholder's consent for performing any necessary work in such Shareholder's Apartment. The Corporation may, at any time, prohibit the use of one or more fireplaces.

\_\_\_\_\_  
Signature of Shareholder (1)

\_\_\_\_\_  
Signature of Shareholder (2)

\_\_\_\_\_  
Printed Name of Shareholder (1)

\_\_\_\_\_  
Printed Name of Shareholder (2)

\_\_\_\_\_  
Apartment #

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

**RIDER**

**ALTERATIONS VISIBLE FROM EXTERIOR:  
WINDOWS AND HVAC UNITS**

1. Any installation of replacement windows shall be subject to the prior approval of the Corporation. Prior to the installation of the replacement windows, the Shareholder shall cause the Shareholder's contractor to provide cut sheets, details and specifications to the Corporation for the Corporation's review and approval to assure that such replacement windows conform in color, style and dimensions to existing windows in the Building and that such windows meet the requirements of any federal, state and city department or agency having jurisdiction over the replacements windows in the Building, including the New York City Landmarks Commission.
2. The Shareholder and the Shareholders heirs, assigns and successors-in-interest shall be responsible for the windows and for any and all damages caused by the replacement windows or HVAC units in the Building installed by the Shareholder.
3. If a consent, permit or approval is required from any federal, state, or city department or agency to lawfully perform such window or HVAC installation, the Shareholder shall first obtain such consent, permit or approval and provide a copy of such consent to the Managing Agent before proceeding with the installation.
4. Specific, dimensioned details of all penetration work must be submitted and shall include flashing, lintel, insulation, air sealing and waterproofing procedures.
5. Exterior brick walls shall not be penetrated for any purpose other than the installation of through-the-wall air conditioning units, which shall only be permitted upon the Corporation's approval of plans, specifications and details for the same.
6. Exterior street façade walls shall not be penetrated for any purpose whatsoever.
7. No air-conditioning or HVAC unit shall be installed or replaced unless in compliance with NYC Building Codes and the following:
  - (a) The installation of any air-conditioning or HVAC unit will be made secure, weather tight and water tight and in such a manner as to create no disturbance, nuisance or damage due to noise, vibration, air or water leakage or other cause and shall be insulated on the exterior and interior of the Building.
  - (b) Any permission granted to install an air-conditioning unit constitutes a revocable license to use, maintain, and operate such unit in accordance with all existing laws, ordinances, rule and regulations applicable thereto without any disturbance, nuisance or damage whether by reason of noise, smell, vibration, water leakage or otherwise and may be revoked by the Corporation in its sole and absolute discretion whenever the Corporation shall determine that, the Shareholder shall have failed to repair, with due diligence, upon notice, any condition that in the opinion of the Corporation, violates this Agreement, whereupon the Shareholder shall forthwith discontinue all use of the unit and remove the unit, at the Shareholder's expense, whenever the Corporation

determines, in its sole and absolute discretion, that such appliance or fixture unduly disturbs his or her neighbors or reason of, among other things, noise, leaks, etc.;

(c) The Shareholder recognizes that there will be no change in the operation of the Building's heating system to facilitate the functioning of any heating or air conditioning units the Shareholder may install. The replacement of any radiators requires documentation that the replacement unit meets or exceeds the BTU's of the existing unit. The replacement or relocation of a radiator requires replacement of the steam lines back to the Building steam riser.

(d) All required consents, approvals and permits from all federal, state and local agencies having jurisdiction, including the New York City Landmarks Commission, shall be obtained and provided to the Managing Agent before any through-the-wall air conditioning unit is installed or wall modification is made.

### **Through-the Wall AC Units**

***(PTAC or heating cooling through wall units are not allowed)***

8. For through-the-wall units from 24" to 42" wide, there must be one angle lintel for each 4" of wall thickness with a minimum of 3"x3" x 5/16" with no less than 4" of bearing at each end. Where steel angles will not fit, steel plate lintels may be used for a sleeve opening below the sills, 3/8"x4" up to 26" wide opening or 3/4" x 4" for up to a 42" wide opening with a minimum of 4" bearing at each end.
9. Provide weep slots spaced at a minimum of 24" O.C. for angle lintels.
10. Masonry openings must be cut from the outside. All brickwork must match the existing including size, color, texture and mortar joints.
11. The sides and bottom of the masonry opening must be fully waterproofed and lined with Bituthene or equal. The masonry window openings are to be parged and prepared with Perm-A-Barrier VP before applying a Bituthene membrane that extends from the exterior caulk joint two inches around the interior face of the masonry wall. The jamb waterproofing should tie into the sill waterproofing. At the sill, the waterproofing should be sloped to the exterior and there should be two weep holes at the quarter points in the sill caulking.
12. The exterior grilles must be centered (whenever possible) beneath a window and mounted flush with the Building's façade. The exterior grilles must be frameless type, extruded and painted to match the surrounding masonry. No stamped metal will be permitted. There shall be no visible exterior fasteners. Grille perimeters are to be sealed with 20 year silicone caulking having a color that will blend with the surrounding masonry.
13. Design of the unit shall be such that condensate does not drip on the exterior wall. Larger units shall have a condensate drain.
14. Where connected to the Building heating system, replace the existing branch lines back to the main riser. All piping must be properly pitched to drain, with no reverse slopes. All piping to provide a 1/4" per foot minimum pitch on all horizontal to drain and eliminate any chance for water to stand in a back pitched or trapped pipe.

15. Shareholder assumes full responsibility for operation and safety of any units covered by this agreement.
16. Insulation is to be placed around the interior perimeters of through-the wall sleeves in a manner to prevent air infiltration.
17. A dedicated electrical circuit must be provided for each HVAC unit. All electrical work must be performed by a licensed electrician. Each apartment typically has a 60 amp service. If a larger electrical service is required, the maximum allotted electrical service is 100 amp total service, IF and only IF such amount is available on the feeder for the line of apartments and an approved compliant path for the new service riser is approved.
18. Where through-the-wall units are enclosed by cabinetry, there must be an insulated collar between the air discharge and the grille on the enclosure.
19. Energy efficiency must be no less than SEER of 9.5.
20. Each unit is to be supplied with a Building standard trap and should be located so as to be easily replaced.
21. No air conditioning system installed in the Building may include a piston-driven compressor; only centrifugal compressors may be used. All AC, HVAC units must comply with the noise ordinance of NYC Building code.
22. The Architect must retain an acoustical engineer to provide a formal report indicating the recommended measures requiring such that the air-conditioning equipment shall not be heard by adjacent apartments. These recommendations must be included in the project scope and shall include installation details. The report must include a review of the proposed system including the specifications and the details so as to comply, at a minimum, with the new York City Noise Code with a maximum of 42dB(A). Such report(s) are required to be submitted to the Building's architect for review and approval before any installation or wall modification work can commence.  
  
The acoustical engineer shall also be retained to review the system installation for compliance with Central Air Conditioning requirements of the Alteration Agreement as well as any recommendations of the acoustical engineer's. The acoustical engineer shall issue reports to the Building Managing Agent after review of both the rough-in and the substantial completion of the central air conditioning system.
23. All details of through-the- wall HVAC units indicating the new lintels, the wall flashings, vibration isolators, outward pitch of the units, insulation, drain, grille details, etc. must be provided to the Corporation for review.
24. Where repairs or alterations are being made which affect the exterior of the Building, the sidewalk below shall be protected at all times.

### **Central Air Conditioning**

25. The Shareholder and the Architect must provide details of any central air-conditioning system that the Shareholder plans to have installed. The Corporation must approve the system before the commencement of installation of the system or any related work.
26. The air handlers and condensers unit(s) must be installed with double vibration isolators. The Air handler and any steel stand shall be mounted on higher deflection Mason ND mounts or approved equal with a statistic deflection of 3/8". Condensate pumps at the air handlers shall be mounted on Super W pads or approved equal.
27. In concert with the requirement of paragraph 41, the areas around the unit must be sound insulated. The first 10 feet of the supply duct work and the return air transfer ducts must be provided with 1" thick, 1 ½ lb density duct liner. The remaining duct work must be acoustically lined with ½" duct liner. Mechanical drawings indicating all equipment, ductwork layouts and details must be provided for review.
28. The air handlers must be the low velocity type. The air handlers must have a 6" flexible connection at the duct work and air handlers.
29. There must be a pan under the air handling units and any air humidification units. In addition, the pan must have a sensor to shut off the machine in the event of a water build-up in the pan. Air handlers must be located at "wet" areas of a unit which includes kitchens, bathrooms and kitchen pantries.
30. The Architect should provide the location and details of the through-the-wall condenser units, and these installations must comply with the Building Codes and the New York City Landmarks Commission.
31. The thru-wall condenser must be installed in a double sleeve. The unit must be isolated from the outer sleeve with vibration pads. The condenser shall be installed on neoprene mounts and shall have braided flexible pipe connections to the compressor. There shall be a sound barrier wrap of the compressor.
32. A second acoustical enclosure must be provided in addition to the architectural cabinetry. The acoustical enclosure shall be constructed of 2 layers of Quietwood or approved equal and must remain independent of the condensing unit and its sleeve. Any access panels shall also be constructed with the same material. The acoustical enclosure shall be lined with 1 1/8" thick Pinta Acoustics Prospec Barrier adhered to the inside of the Quietwood and must maintain a 1" minimum clearance between the Barrier and the condensing unit. Any seams or openings in the enclosure or the Barrier shall be provided with a continuous stop and closed cell foam gasketing. Seals such as Zero model 7770 will be considered.
33. Air conditioning condenser units shall be located in utility areas of the Apartment only—such as "wet" areas unless otherwise approved by the Corporation. The entire system must be contained within the Shareholder's unit. All installed air handlers must have at least 6" of clearance on all sides for maintenance access.
34. No air conditioning system installed in the Building may include a piston-driven compressor; only centrifugal compressors may be used.

35. The louver must be attached to the condenser unit and must be isolated from the Building's walls and caulked on all sides.

36. Through the wall sleeves.

The thru-wall detail must show waterproofing including the following:

- a. Cement bed sloped a minimum of  $\frac{1}{4}$ " per foot to the exterior.
  - b. Waterproof membrane on the bottom and the full height of both sides of the masonry opening.
  - c. The sleeve shall be oversized to avoid contact with the condenser unit and the sleeve must be pitched to the exterior.
  - d. An architectural louver in an approved color must be installed flush with the exterior brick or masonry.
  - e. There must be a steel lintel with up-turned legs for openings of 27" or greater. Steel plates are acceptable for smaller openings. Provide a minimum of 6" bearing on either side. Steel shall be mounted on Mason Super W pads.
  - f. Thru-wall flashing membrane should be installed above the lintel.
  - g. The exterior opening should be caulked on all four sides and there should be weep holes tied into waterproofing membranes at the bottom and the lintel.
  - h. The area between the unit and the opening shall be air sealed and insulated.
37. Diffusers shall be selected with a manufacturer's published rating of NC-25 or less at the design air flow. Duct penetration through walls shall be sealed by packing the gap between the pipe/duct with mineral wool and caulking along the opening.
38. The air handler closet must have acoustical seals at the head, jambs and hinge side as well as a surface mounted drop seal at the sill such as Zero model 870 and Zero model 367 or approved equals. The back of the door shall be lined with a quilted sound barrier blanket such as Pinta Acoustics Prospec Barrier Composite, Kinetics KBC-100BQQ, or approved equal.
39. Piping between the condenser unit and the air handler shall be resiliently mounted with  $\frac{3}{4}$ " closed-cell neoprene insulation and isolation clamps.
40. Each apartment typically has a 60 amp service. If a larger electrical service is required, the maximum allotted electrical service is 100 amp total service, IF and only IF such amount is available on the feeder for the line of apartments and an approved compliant path for the new service riser is approved.
41. The Architect must retain an acoustical engineer to provide a formal report indicating the recommended measures requiring such that the air-conditioning equipment shall not be heard by adjacent apartments. These recommendations must be included in the project scope and shall

include installation details. The report must include a review of the proposed system including the specifications and the details so as to comply, at a minimum, with the new York City Noise Code with a maximum of 42dB(A). Such report(s) are required to be submitted to the Building's architect for review and approval before any installation or wall modification work can commence.

The acoustical engineer shall also be retained to review the system installation for compliance with Central Air Conditioning requirements of the Alteration Agreement as well as any recommendations of the acoustical engineer's. The acoustical engineer shall issue reports to the Building's Managing Agent after review of both the rough-in and the substantial completion of the central air conditioning system.



RIDER

LOCATIONS OF ROOMS/NOISE

1. The Shareholder agrees that no stone, ceramic or porcelain tile or similar hard-surfaced flooring will be installed except within the original demising walls of the kitchen, pantry, baths, and entry foyer. No removals of floor slab or floor fill materials will take place in those locations. Locations where there are topping slabs or slab infill may not be disturbed for the purposes of depressing the level of the slab to accommodate a new finish floor. In all cases, the Corporation will require installation of a sound retardant underlayment beneath such flooring, such underlayment to be approved by the Corporation.
2. All new interior partitions shall be constructed of block and plaster, metal lath and plaster, or metal studs with a double layer of gypsum board or other base material specifically designed for a skim-coated plaster finish. Interior partitions of metal studs and gypsum board must use partition isolators between the structural slabs and the top and bottom tracks.

Any disturbance to demising walls must be limited to the replacement of existing electrical service. **Chopping of demising walls is not permitted.** Any existing penetrations or openings into the demising walls must be filled with firestopping, heavy batt sound insulation and plaster patched. Outlets, switches or any other devices must be backed with soundproofing and fireproofing boxes. Any metal channel furring system at the demising walls must use Quietrock sheathing or metal lath and plaster. For clarity, there is no cutting into clay tile on exterior walls. Where existing branch plumbing lines are located in these walls, the clay tile must be restored and the piping mounted on the inside.

3. The Shareholder agrees that any work done shall not change the layout of the Apartment in its relation to the Adjacent premises, i.e., no “noisy” room such as a kitchen or playroom, and no “noisy” appliances such as a washing machine or dishwasher may be relocated or installed above a “quiet” room such as a bedroom, maid’s room or living area. **In no event may any “wet” use such as a bathroom, kitchen, HVAC closet, or laundry room be relocated over a “dry” or “quiet” use of the floor below unless approved by the Corporation.**
4. The Shareholder agrees to take all precautions to prevent any completed Alteration from creating a “noisy” or disturbing condition to any other Shareholder. The Shareholder further agrees that, if despite preventative measures to avoid “noisy” and disturbing conditions to other Shareholders, the Corporation determines in its reasonable discretion, based upon Shareholder complaints, that the alteration has created a “noisy” or disturbing condition, the Shareholder shall take all steps, at his or her sole cost and expense, to repair or remove (if necessary) the alteration to alleviate the disturbing condition.
  - a. Furred ceilings must have batt sound attenuation. Dropped ceilings will incorporate decoupling hangers.
5. Procedures for Installation of new Hard Floor Surfaces.
  - (a) Wood Flooring

- 1) If existing wood floor and sub flooring shall be removed and a resilient underlayment shall be placed beneath the new subfloor. Acceptable underlayments are Kinetics, Enkasonic Mat, Nobleseal, QT Scu or equal, and is to be installed per manufacturer's guidelines. Manufacturer's testing data for the proposed assembly must be submitted for review.
- 2) Two layers of ½" minimum plywood or other base material approved for use in subfloors with staggered joints to be laid over the underlayment for nailing down new wood flooring.
- 3) Tape or tack-glue perimeter isolation of 3/8" thick fiberglass board to isolate the floor and break the sound transmission path between floor and walls. Perimeter isolation to be the full height of from the underlayment to the top of the plywood subfloor.
- 4) When floors are replaced, steam branch piping back to the radiator steam riser will need to be replaced.
- 5) Existing branch water lines may be located in the floor, however, water branch lines must be relocated in the walls or ceiling.
- 6) For clarity and the avoidance of doubt, waste and vent lines and steam branch lines to radiators may remain in the floors.

(b) Stone or Tile Flooring

- 1) Acoustical underlayments such as Kinetics, Enkasonic Mat, QT Scu or equal shall be installed under all hard surface flooring materials. Manufacturer's installation instructions to be adhered to and submitted for review.
- 2) Waterproofing membrane must be installed under the floors of all "wet areas and return a minimum of 6" up all wall surfaces except at all shower/tub areas where the membrane must continue up all walls to the ceiling.
- 3) Perimeter isolation of 3/8" thick fiberglass board to isolate the floor and break the sound transmission path between floor and walls. Perimeter isolation to be the full height of the underlayment and the setting bed.
- 4) A mortar setting bed of at least ½" to be installed over the underlayment material.
- 5) When floors are replaced, steam branch piping back to the radiator steam riser will need to be replaced.
- 6) Existing branch water lines may be located in the floor, however, water branch lines must be relocated in the walls or ceiling.
- 7) For clarity and the avoidance of doubt, waste and vent lines and steam branch lines to radiators may remain in the floors

RIDER

PLUMBING, HEATING AND GAS

1. All plumbing, gas work and related appliance installation must be shown on the plans and filed with the Building Department. A permit must be obtained and all work performed by a licensed plumber.
2. Renovations to bathrooms, powder rooms and kitchens must open walls and floors containing any plumbing or gas risers, vents, stacks, waste lines or branch lines for water or steam supply or return lines. The Corporation must be notified in writing to allow inspection of all risers, vents, stacks and waste lines. Shareholder's contractor must open walls from floor to ceiling for riser access and is responsible for closing up the walls including all required fire stopping and rated access panels.
3. **No Shareholder alterations to Building risers are permitted.** The Corporation shall have the right to install new risers, at the Corporation's expense.
4. All vent lines and supply branch lines must be run in the walls and/or dropped ceiling but not within the floors.
5. No new fixtures may be located nor may any new chopping occur within demising walls.
6. Where new, replaced, or relocated plumbing fixtures or gas pipe systems are installed or altered, all branch lines including all supply, waste and vent lines, must be replaced back to the Building risers and stacks. New master shut-off valves shall be installed after a full 4 elbow swings. All valves must be full port of a US manufacturer. Provide new spring loaded check valves at each location as follows:  
  
Hot waste master control valve  
  
Cold water master control valve  
  
Hot and cold water shut-offs at lavatories and sinks  
  
Cold water shut-off valves at water closets  
  
Shower valves, as approved for NYC use  
  
Hot and cold water shut-offs to washers
7. Shut-off valves, clean outs and other areas where access may be required must not be permanently concealed and must be accessible. New shut-off valves must be installed at the connections to the Building's risers. Provisions for access panels must be included with the work. The dimensions of the access panels must be sufficient for servicing the plumbing valves and a minimum of 6" x6" opening. Check valves must be installed for all fixtures and appliances and access panels must be provided for servicing the valves. The locations of all shut off valves and access panels must be documented on the drawings submitted for review.

8. All hot and cold water piping at fixtures is to be terminated with water hammer arrestors rising above the fixture.
9. All new supply lines to be copper tubing with flared ends and brass bushings. No plastic, rubber or braided stainless steel or reinforced rubber hose. High pressure 'no burst' braided stainless steel type hoses will be allowed to hook-up sink fixtures if there is no practical alternative.
10. The Building prohibits any relocation or modification of the existing gas risers. Branch lines within the Apartment may be rerouted by a licensed plumber; however, all modifications must be approved in writing by the Corporation.
11. **Prohibited Installations:**  
Garbage Disposal, Pot fillers, Whirlpool, Sauna, steam unit, Jacuzzi, hot tub, or any similar motorized bathtubs or steam shower are not permitted. No portable dishwashers or portable clothes washers shall be installed in the Building.
12. The Corporation must inspect all plumbing/rough-in for compliance with the standards and reserves the right for the Corporation plumber to inspect and pressure test any plumbing work. The costs of these inspections/tests by the Corporation plumber will be paid by the Shareholder.
13. All water piping must be wrapped with durable, condensate absorbing insulation material and supported with non-reactive materials. A minimum distance of 2" is required between hot and cold water pipes and there must be no metal to metal contact between piping and conduit, BX etc. All copper piping must be separated from piping of dissimilar materials to prevent galvanic corrosion.
14. Contractors must submit all requests for riser shut downs to the Superintendent's office, in writing, four working days prior to the date requested for the shutdown. Shutdowns may not exceed 4 hours in length.
15. Abandoned plumbing lines are to be removed and capped back to the risers with like kind metal caps.
16. Whenever a radiator is replaced and/or relocated, the steam feed and return lines must be replaced back to the Building's steam risers.
17. Replacement of radiators may be downsized but will require a formal report from a mechanical engineer as to the appropriateness. Similar BTU capacity per square foot must be maintained. The report must be submitted to the Building's architect for review and approval before any radiator replacement can begin.
18. If a bathroom radiator is to be removed and electrical heat mat installed, one must cap the steam branch line to the riser.
19. There shall be no reduction allowed in the size of existing plumbing lines.
20. Lead pans must be installed for showers. The lead pan must be a seamless membrane made of 6lbs/sf common pig lead worked into the corners (not cut) that extends over the top of the curb and a minimum of 6" up each wall. The lead pans must be clamped and soldered into a new drain collar. The lead pan must pass 24 hour water retention test and the test must be observed by the

Building Superintendent. After the retention test, the shower pan must be coated with polymer mastic material prior to installation of an additional layer of cement board and Laticrete 9235 waterproofing before the tile/stone setting bed. Shower curbs must be formed with cement with the lead extended and wrapped over the top.

21. Shower benches require a lead pan on the seat top, turning up the wall under new cement board, and over the front lip - treated like a shower floor - to prevent water from getting in at the seam between the seat and the walls. Similar guidelines are required as cited in the above provision for shower lead pans.
22. If a shower is installed aiming at a window, or a tub being replaced for a shower and rotated, rough window sills and jambs must be lined with bituthene and the edges sealed before furring out or laminating new cement board for tiles and pitched sill.
23. Pipe Access: The Shareholder will not, without the Corporation's prior written approval, enclose or obstruct access to existing heat, waste or water pipes, valves or other equipment. No risers may be relocated without the Corporation's specific consent. In any event, whether permission was given or not, the Corporation shall have the right to remove any impediments to access heat, water or waste pipes, valves and equipment. The shareholder shall pay any expenses the Corporation may incur in removing these impediments and shall assume all costs of restoring the same.
24. The details of radiator enclosures and method of installation shall be set forth on the plans and specifications and be designed to allow access to the units as well as the valves. Any such radiator enclosure must be easily removed.
25. Whenever any radiator is replaced and/or relocated, the steam feed and return lines must be replaced back to the Building's steam risers.
26. There must be a minimum ½" high threshold or saddle as a transition between existing Building 'wet' and 'dry' areas.

RIDER

**APPLIANCES, WASHERS & DRYERS, VENTING, ELECTRIC, INTERCOM/DOORBELLS**

1. **Washers and Dryers shall be located in wet areas only. New washer installations must be on a 4" waste stack.** Existing washers at Building 'Pantry' stacks may be replaced after (a) the successful completion of a Pressure Suds test and (b) on-site inspection with and confirmation by the Building's superintendent.
2. Any Venting to the Building exterior must utilize the existing slotted brick or 'potato bin' vents through the brick at the exterior wall within most apartments. Venting details must be shown on the plans. All vents must be properly waterproofed to prevent water filtration and masonry deterioration. The Corporation encourages the use on condensate dryers and re-circulating kitchen hoods.
3. The washing machine shall be of a low water capacity type. The washing machine shall be installed within the original kitchen or bathroom footprint.
4. All washers shall have pressure type vacuum breaker and a check valve for both hot and cold water supply lines. Valves must be accessible to the Building's maintenance staff without the removal of the units. The hose must be 'no burst' braided reinforced stainless steel.
5. The washing machine must have a 4" high stainless steel pan set within a 4" curb all around and ½" soundproofing/vibration pad below the unit. The pan shall have an overflow sensor with an audible alarm and be wired to solenoid valves that automatically shut off the hot and cold water if the water builds up. The drains are to flow into a minimum of 2 ½' standpipe with a hub elevation 6 inches above the flood level of the machine. The flooring below the pan must have a waterproof membrane which returns up the walls for a minimum of 6" and finished flooring.
6. The supply lines must be arranged so that in the event of leakage, the water flows into the pan. The supply lines must have shut-off valves and water hammer arrestors on hot and cold piping.
7. All clothes washers must have NYC approved backflow prevention devices on the water supply piping.
8. The washers and dryers must be installed per NYC Building Code.
9. **Ductwork must be rigid aluminum or galvanized steel. NO plastic, Mylar, PVC or flex ducts are allowed.**
10. Washers and Dryers shall be installed on ½" min, Mason Industries vibration isolation pads and should be designed to eliminate noise and vibration to the floors below.
11. The shareholder agrees that the Corporation's consent to install a washer or dryer is contingent upon the acknowledgement by the Shareholder that the Corporation may require the Shareholder to remove the appliance at the Shareholder's expense whenever it causes nuisance to the tenants of other apartments or water drainage back up issues on the riser for other apartments or any Building area.

12. In the event that there are complaints concerning noise, exhaust or vibration from any appliance or equipment installed, the shareholder agrees to take immediate steps to eliminate the cause for the complaint and, in the event the situation is not resolved to the satisfaction of the Board of Directors, to remove such appliance or equipment.
13. The shareholder agrees not to cause or permit the installation of any other appliance or fixture whatsoever unless the same shall have been labeled on the plans and specifications submitted to the Corporation and approved in writing.
14. The Corporation requires compliance with the New York City Energy Conservation Code (NYCECC) without need to file energy use with the DOB (can list as exempt). All new appliances and AC's must meet Energy Star ratings and lighting must be LED or CFL, except for a limited number used in decorative fixtures such as chandeliers or sconces.

## **VENTING**

1. There is no exhaust allowed on Central Park West.
2. Existing exhaust openings may be re-used within the red brick such as the South or West façades or 94th street. New exhaust openings on red brick are not allowed.
3. Venting is allowed through existing brick vents or root cellar bins on the yellow brick facades.
4. Location of future vents and proximity to windows is subject to compliance with building codes.

## **ELECTRIC**

1. All electrical work must be shown on the plans and filed with the Electrical Control Board. An electrical permit must be obtained and all work performed by a licensed electrician.
2. All areas of renovations proposing more than cosmetic work within the Apartment are required to update the electrical wiring. Any outdated electrical panes must be updated.
3. No additional electrical service may be brought into the Apartment without prior approval by the Corporation's Architect or Engineer. Each apartment typically has a 60 amp service. If a larger electrical service is required, the maximum allotted electrical service is 100 amp total service, IF and only IF such amount is available on the feeder for the line of apartments and an approved compliant path for the new service riser is approved.
4. The shareholder shall be responsible for furnishing for review by the Building architect/engineer a complete electrical load letter and panel distribution layout from a NYS licensed electrical engineer. The NYS licensed electrical engineer shall verify that the electrical loads required as a result of the work will not be in excess of the present electrical capacity of the Apartment and will not adversely affect the Building's electrical service. Electrical load letters are **mandatory** for any kitchen renovation, addition of a large appliance or AC, full apartment renovations or central air conditioning.
5. Tamper proof GFI outlets must be installed within any bathrooms and within the kitchen at areas 6 feet or less from any sink(s).

6. No chopping for boxes into the demising walls, exterior perimeter walls, or into the structural slabs or columns.
7. Any abandoned electrical boxes with remaining wiring entering or leaving shall remain accessible with removable covers.
8. The location of the smoke and carbon monoxide detectors must be shown on the Apartment plans.

## **INTERCOM**

1. The Building's intercom system is interconnected. Cutting, removing, disconnecting or attempting to modify an individual unit may interrupt service to other apartments. Changes to the Building's intercom system must be submitted for approval. ALL intercom work must be performed by the Building's Intercom Contractor, who should be consulted in regard to upgrading or relocating Apartment units.

## **DOORBELLS**

1. The Building's apartment doorbell system is interconnected. Cutting, removing, disconnecting or attempting to modify an individual unit may interrupt service to other apartments. Changes to the Apartment's doorbell system must be submitted for approval. All doorbell work must be performed by the Building's doorbell contractor, who should be consulted in regard to upgrading or relocating bell units.



**RIDER**

**TERRACE PLANTERS, FURNITURE AND OTHER INSTALLATIONS  
ON BUILDING TERRACES**

This document contains the rules and guidelines for the construction, placement and support of earth-filled planting containers located on terrace surfaces. In all cases such containers shall be subject to review and approval by the Board of Directors of this Corporation.

1. The Shareholder agrees not to cause or permit, without the Corporation's specific prior written approval, the placement on any terrace or balcony of any planting or structures.
2. The Shareholder agrees that any planting or other structures placed on the terrace or balcony may be removed or restored by the Corporation for the purpose of repairs, upkeep or maintenance of the Building at the sole expense of the Shareholder.
3. All terrace and balcony alterations and installations shall be in accordance with state and city laws, rules, regulations and ordinances as well as the rules of the Corporation.

**Submission Requirements:**

1. A drawing at the scale of  $\frac{1}{4}'' = 1'-0''$  indicating a layout of planters with dimensions and calculated weight of each planter shall be submitted for each terrace prior to construction or installation of the planters. The Board of Directors shall approve, or provide their comments in disapproving, each plan in writing. Costs of preparation and review of such plans are to be borne by the Shareholder.
2. Terrace plans shall become part of the Corporation's files, and any construction not approved by the Board shall be removed at Shareholder's expense following two weeks advance notice to the Shareholder by the Managing Agent or the Building Superintendent.

**Weight of Planters:**

1. The total calculated weight of all planters on any terrace surface shall not exceed three (3) pounds per square foot on the total terrace area (i.e., a 300 square foot terrace may have no more than 900 pounds of planters).
2. The maximum weight of any planter without soil shall be fifty (50) pounds. Planters of construction exceeding fifty (50) pounds shall have their soil capacity reduced accordingly.
3. The maximum weight of saturated soil within any planter shall be two hundred (200) pounds.
4. The weight of saturated light weight soil shall be taken to be sixty-five (65) pounds per cubic foot, for the purpose of calculating planter weight.
5. In calculating the weight of individual planters, the volume of planters shall be based on the outside dimensions, unless specific provisions are made to reduce soil within the container, such as substituting light weight insulations for some soil.

6. The maximum volume of any planter shall not exceed three (3) cubic feet. Any combination of internal dimensions may be used to achieve this volume (e.g. 12"X12"X36" or 12"X24"X18").
7. The maximum height for any planting shall be eight (8) feet, with a maximum spread of four (4) feet.

### **Placement of Planters:**

1. Planters shall be spaced so as not to create weight in excess of thirty (30) pounds per square foot over any contiguous area of thirty (30) square feet or more.
2. Planters shall not be placed closer than ten (10) inches to any wall, parapet, or pitch box, and at least one (1) foot from any terrace drain.
3. Planters shall not block access to or egress from any area or roof of a terrace.
4. Planters shall not be placed on any parapet or railing structure.
5. No planter shall be placed on any area of the roof not containing a paving system approved by the Building Architect or Engineering firm.
6. Planters shall not be placed on or hung from any raised structure, penthouse wall or roof, or attached in any way to the Building exterior in any way.
7. No planter shall be placed directly on gravel ballast or directly on roofing membranes.

### **Support of Planters:**

1. As previously noted, no planters shall rest directly on a roof, membrane or deck surface.
2. Planters shall be set on blocking and shall be at least four (4) inches above the terrace deck.
3. Bearing blocks of stone or concrete measuring 6"X6"X2" shall be placed under each planter; one block shall be provided for each two (2) square feet of base area.

### **Planter Construction:**

1. Planters shall be constructed so as to be self-supporting.
2. Planters shall be constructed of rot-resistant wood species, plastic, or other durable lightweight materials.
3. Non-ferrous fasteners shall be used.
4. Planters must have an adequate number of drainage holes at the bottom of the container, or not higher than 2-1/2" from the bottom of the container.

**Soil:**

1. Planters shall be filled with a mix of Perlite, peat moss, and topsoil. The weight of the mixture shall not exceed sixty-five (65) pounds per cubic foot when saturated. When saturated with water, a combination of ½ Perlite and 2/3 topsoil will normally weigh less than sixty-five (65) pounds per cubic foot.

**Anchorage:**

1. Light weight soil mixtures are not as dense as natural soil and provide less root support. Therefore, large plants and shrubs shall be anchored to their planters with guy wires to prevent their uprooting in high winds.

**Maintenance:**

1. Shareholders shall be entirely responsible for the maintenance of all plant materials and containers and shall maintain all roof drains clear of debris and leaves.
2. The responsibility for, and the cost of, moving any Shareholder-installed planting to permit the Building to do normal and/or emergency repairs or maintenance shall be borne by the Shareholder.

**Irrigation:**

1. Automatic watering systems are not permitted, unless specifically approved by the Corporation. Detailed plans for any automatic watering system must be submitted to and approved by the Building Engineer. The plans must show the water source, the controls, piping, and frost protection.

**Other Structures:**

1. These specifications do not take into account extraordinary loads and access considerations imposed by immovable furniture, sculpture, gazebos, pergolas, fencing or other structures. Detailed plans for all such items and placements shall be submitted to the Corporation for review and approval by the Board of Directors. No such construction or placements are permitted without the prior approval-given in writing- of the Board of Directors. Fountains are prohibited in all cases.
2. Outdoor carpeting, wood decks, or other terrace surface covers are prohibited.
3. All fencing, gazebos, pergolas, or other structure are prohibited.
4. All anchorage of approved items to the Building structure must be reviewed and approved by the Building Architect and the Board of Directors. If approved, anchors must be made with non-ferrous metal.

## **Awnings:**

Detailed plans for any awnings or other shade devices shall be submitted for approval to the Corporation for review by the Building's Engineers and the Board of Directors.

1. The Shareholder agrees to remove old awning or shade anchorage and patch all resulting holes to ensure they are watertight.
2. Anchorage must be adequate to support weight of an entire awning. Such anchorage must be detailed and submitted for approval to the Building's Engineers.
3. Awning fabric must be fire resistant.
4. Awnings must be designed with high wind sensors and electric motors to retract automatically in high winds.

## **General Notes:**

When roof loading is at or near the loads specified herein, an Engineer shall be consulted at Shareholder's expense to review plan.

The Building shall have the right to inspect all terraces two (2) times per year to ensure compliance with Building rules. The inspections shall be scheduled in the spring and fall. The Shareholder must correct any violations within two (2) weeks of written notification.

The Building shall have the right to inspect all terraces two (2) times per year to ensure cleanliness and adequate drainage of the roof drains. This work will entail the relocation of times including plantings to allow for the removal of roof pavers to inspect drainage, clean out debris and inspect the roof membrane. The Shareholder is responsible for all costs associated with any planter/root damage to the roofing membrane and for all costs associated with the removal of pavers to clean planting materials and leaves from the roof and drains.

Every effort shall be made to distribute the weight of the terrace construction over the greatest possible surface area to avoid compression or movement of underlying waterproofing membranes which may result in leakage. Concentration of weight may also cause bending in the Building structure, masonry displacement, and damage to interior plaster.

The Shareholder is responsible for any damage to the waterproofing membranes, Building structure, and masonry, and for any damage to the interior plaster resulting directly or indirectly from the placement of any item (whether described above or not) on a terrace in the Building.