

Dahill Gardens Apt. Inc.

Alteration Policy

Initial Requirements for Alteration

1. Prior written approval by the corporation's Board of Directors is required for any major renovations involving structural changes, electrical wiring, plumbing, demolition, carpentry, and/or framing.
2. A request to alter the layout of an apartment must include plans submitted by an architect or engineer. Such plans must be reviewed and approved by the Board of Directors and if deemed necessary reviewed by an independent engineer or architect enlisted by the Board of Directors. All cost associated with the use of the independent engineer or architect will be borne by the requesting shareholder.

Application Procedures

3. Shareholders must submit a written request to the management agent specifying the nature of the proposed major renovations. The request should include the following:
 - a. Shareholder name and apartment.
 - b. Detailed scope of work for the proposed renovations and alteration floor plans (where applicable).
 - c. Scope of work for kitchen or bath renovations must mention the installation of shut-off valves for both hot and cold water. The cost of shut-off valve installation will be paid by the unit's shareholder.
 - d. Indication of who will be performing the work, i.e. name(s), address and license number of contractor(s), whether shareholder will be performing the work.
 - e. Start and expected completion date for the renovation.
 - f. Certificate of Insurance for all contractors (with minimum liability coverage of \$1,000,000), listing the following as additional insured:
 1. Shareholder name and address;
 2. Dahill Gardens Apt. Inc.;
 3. New Bedford Management Corp.
 - g. Co-op owner's certificate of insurance (with minimum liability coverage of \$200,000), naming additional insured parties:
 1. Dahill Gardens Apt. Inc.;
 2. New Bedford Management Corp.

4. Shareholders who have the intention of performing their own alteration work must have contractor's insurance and must have the proper licenses as applicable.
5. A refundable security deposit of at least \$500 is required and should be delivered to the managing agent prior to the commencement of renovation work. In the event the shareholder fails to comply with the renovation policy and/or in the event the shareholder or workers engaged by the shareholder cause damage, loss or expense to the building, other shareholders or persons or property in the building, - the corporation may retain all or any part of the security deposit required to compensate the corporation for breach of the provisions in this agreement. If shareholder's obligation exceeds the amount of the security deposit, the shareholder will be liable for any excess and agree to pay such sum promptly upon demand. Any unpaid excess shall be considered additional maintenance due and owing the corporation.

Alteration Conditions

6. At all times during the renovation work, the apartment unit will be made available for inspection by the building's superintendent, a representative of the Board of Directors and/or management agent. In addition Contractors must use energy efficient appliances.
7. Any deviation from the approved renovation plans may cause the work to be stopped, may necessitate the return of the unit to its original state, and will result in the shareholder forfeiting the security deposit.
8. Any work rejected by the corporation as defective or failing to comply with the renovation policy shall be corrected by the shareholder at shareholder's expense.
9. Renovation work will be performed only between the hours of 8:30 a.m. and 5:00 p.m., Monday through Fridays. No renovation work is allowed on Saturdays, Sundays or holidays.
10. The following are not permitted in apartment units:
 - a. washing machines;
 - b. electric resistance heaters;
 - c. whirlpool baths and/or shower jet sprays.
11. Shareholder will notify residents of apartment(s) which are likely to be affected by the work at least five (5) days prior to the commencement of any work. Notification should be in writing with a copy to the managing company.
12. Shareholder indemnifies and holds harmless the corporation, its managing agent, and all shareholders, officers and directors from all claims, loss, damage, including attorneys' fees resulting in damage to the building, its equipment and

systems, and to persons and property in the building which may result from or be attributable to the renovation work. Notwithstanding language in any corporate document to the contrary, this indemnity covers all work, of any kind, including waterproofing, and every part of the building directly or indirectly affected by the work, and maintenance and repair of the apartment equipment and systems installed or altered by the shareholder pursuant hereto.

13. The work is to be done in such a manner so as not to disturb the building, its operations or equipment. If the building, its operations or equipment is adversely affected by the work, the shareholder shall promptly remove the cause of such problem. If the work unduly interferes with the rights of shareholders or residents, the corporation may halt or restrict continuation of the work so as to ensure the quiet enjoyment of units by shareholders or residents.
14. Functioning smoke and carbon monoxide detectors are required to be maintained in the apartment during the renovation work. The work should not block access to any fire exits in the building.
15. Failure to comply with any provisions of the renovation policy shall be deemed a breach of the provisions of the Proprietary Lease, and the corporation may immediately revoke shareholder's permission to undertake the work and/or suspend all work and prevent workers from entering the apartment for any purpose other than to remove their tools or equipment.
16. Shareholder agrees that the corporation may draw down, without prior notice, the amount deposited as security in the event of shareholder's failure to honor in a timely manner any obligation hereunder. Shareholder further agrees to restore security fund within three (3) business days of notice from the corporation of any draw down.
17. All water supply pipes must have shut-off valves and pass the Building management inspection.
18. Alteration requests to adjoin 2 separate apartments will be governed by these rules:
 - Review on a case-by-case basis.
 - Review by an independent engineer, paid by requesting shareholders.
 - Submit the size of the opening in the scope of work.
 - Adjoining side by side is ok, but vertical adjoining is not ok.
 - Returning the apartments to their original state, when one of the apartment stock is sold to another party.
 - All costs associated with this alteration review and adjoining will be paid by requesting shareholder.

Handling of Renovation Materials and Debris

19. All precautions should be taken to prevent dirt and dust from permeating neighboring apartments and other parts of the building to ensure that other portions of the building, its equipment and systems and the property of other shareholders or residents are not damaged. The full cost of any necessary cleanup or repairs shall be the shareholder's responsibility. The common areas from the entrance of the building to the elevator and from the elevator to the shareholder's apartment must be adequately protected from the movement of materials and equipment or the removals of materials, equipment or debris. The shareholder(s) will be responsible for the daily supervision of their contractor(s) while work is in progress in the apartment.
20. The alterations and materials used shall be of the quality and style in keeping with the general character of the building.
21. Temporary storage of renovation materials in the common areas is not permitted.
22. Incoming delivery of all renovation materials and removal of all debris must be through the service entrance in the basement.
23. Shareholder is responsible for the proper disposal of debris and rubbish. Debris and rubbish should be placed in barrels or plastic bags before being taken out of the apartment. Recyclable materials should be separated and properly prepared for disposal (see Trash and Recycling Disposal section of House Rules).
24. Shareholder is responsible for the clean up related to the renovations. Shareholder should make arrangements with the superintendent for the disposal of large-scale items (e.g. appliances, cabinets, radiators, windows, doors, etc.).

Insurance

25. It is required that shareholders and contractors maintain adequate liability insurance.
26. All work is to be performed in a good and professional manner and shall conform to the accepted plans, applicable laws, and rules and regulations of governmental authorities having jurisdiction thereof as well as any successor to the New York Board of Fire Underwriters and/or the corporation's insurer(s) and/or mortgagee(s).

Future Revisions

27. The corporation or the managing agent may additionally impose building-wide standard changes with respect to this Alteration Policy on a case-by-case basis.

Previous Alteration Policy Revision Dates

Adopted: March 1, 2007

Amended: April 28, 2010

Amended: February 23, 2011

Amended: April 25, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BROKER INFORMATION HERE	CONTACT NAME:		
	PHONE (A/C. No. Ext):	FAX (A/C.No):	
E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED NAME AND COMPANY NAME HERE	INSURER A : INSURANCE COMPANY NAME		
	INSURER B : INSURANCE COMPANY NAME		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A	POLICY NUMBER	START DATE	EXPIRATION DATE	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured:
 1) Dahill Gardens Apt. Inc., 36-58 Dahill Road, Brooklyn, NY 11218
 2) New Bedford Management Corp, 210 E. 23rd Street, 5th Floor, New York, NY 10010
 3) Shareholder Name(s) and Full Address

CERTIFICATE HOLDER Dahill Gardens Apt. Inc. c/o New Bedford Management Corp 210 E. 23rd Street, 5th Floor New York, NY 10010	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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