

**UNITED VETERANS MUTUAL HOUSING COMPANY, INC.  
Bell Park Manor-Terrace**

Dear Fellow Shareholder:

The pride that comes with living in this community carries with it a number of responsibilities, not the least of which is ensuring that all work done within your apartment is done properly and in compliance with the rules of the Building Department as well as our House Rules. With this in mind, the Board of Directors has put together this package of information to assist you in preparing for any alterations or renovations you may want to undertake in your apartment. It has been designed to protect both you and your fellow shareholders from the damages, disturbances and interruptions in service that renovations can create. Please review it carefully and if you have any questions, please feel free to contact the Maintenance Department or the Management Office.

Before settling on any specific plan, please read the attached guidelines. If you understand the Co-Op's rules and policies you will save yourself days, weeks or even months of frustration.

You have our best wishes for a long and happy residence at Bell Park.

Sincerely,

**THE BOARD OF DIRECTORS**

**ALTERATION AGREEMENT**  
**UNITED VETERANS MUTUAL HOUSING COMPANY, INC.**  
**Bell Park Manor-Terrace**

**Please complete and return to the Management Office:**

Shareholders Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Dn / Up \_\_\_\_ Unit # \_\_\_\_\_

Telephone (H) \_\_\_\_\_ Telephone (W) \_\_\_\_\_

Room(s) to be renovated:  
\_\_\_\_\_ -

Date of Commencement of Renovation: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #'s: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

Plumber's Name & License #: \_\_\_\_\_

Electrician's Name & License #: \_\_\_\_\_

**SHAREHOLDER SUBMISSIONS:**

- A. Plans or detailed description of renovation must be provided.**
- B. Copy of License and Insurance Certificate for all Contractors must be provided with this application. Insurance Certificate must name United Veterans Mutual Housing Company, Inc. and Midboro Management as additional insured's. Proof of workman's compensation is also required.**
- C. Shareholder must sign page 9.**
- D. Contractor must sign and notarize page 11.**
- E. Contractor must sign and date "Indemnification Agreement" page 12.**

***New Requirement – All contractors must be a EPA Certified Renovator of Lead-Based Paint and provide a copy of the certification.***

***A check, made payable to United Veterans Mutual Housing Company, Inc. in the amount of \$250.00 for the processing fee.***

Maintenance Dept. Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Board of Directors: \_\_\_\_\_ Date \_\_\_\_\_

**\*\*\*\*\* IMPORTANT INFORMATION \*\*\*\*\***  
**PLEASE READ**

**ALL ALTERATIONS REQUIRE AN INSPECTION BY BELL PARK'S DESIGNATED STAFF BEFORE, DURING AND AFTER WORK IS COMPLETED IN YOUR APARTMENT.**

**IF YOU ARE DOING ANY TYPE OF ELECTRICAL WIRING THE WALLS MUST NOT BE CLOSED UNTIL THIS WIRING HAS BEEN INSPECTED BY OUR STAFF. IF YOU DO CLOSE UP THE WALLS BEFORE BEING INSPECTED BY OUR STAFF THEN THE WALLS MUST BE RE-OPENED, AT YOUR OWN EXPENSE, FOR AN INSPECTION.**

**BX ELECTRICAL CABLE, ALSO KNOWN AS ARMORED CABLE, IS THE ONLY APPROVED CABLE PERMITTED FOR USE IN BELL PARK APARTMENT RENOVATIONS.**

**CONTRACTORS MAY NOT ENTER INTO THE CRAWL SPACES FOR ANY REASON WITHOUT FIRST CONTACTING THE MAINTENANCE DEPARTMENT AT (718) 465-7550.**

**WHEN INSTALLING A WASHING MACHINE OR DISWASHER IT IS MANDATORY THAT CHECK VALVES BE INSTALLED ON THE WATER SUPPLY OF THE APPLIANCE.**

**NO OCCUPANY PERMITTED ON THE ATTIC LEVEL.**

**DRYERS MUST BE VENTED TO THE OUTSIDE.**

**PLEASE CONTACT THE MAINTENANCE DEPARTMENT AT (718) 465-7550 TO ARRANGE FOR THESE INSPECTIONS.**

**VIOLATION OF THESE RULES MAY LEAD TO FINES AND/OR LEGAL ACTION.**

**ALTERATION AGREEMENT**

**UNITED VETERANS MUTUAL HOUSING COMPANY, INC.  
Bell Park Manor-Terrace**

WHEREAS, the Shareholder hereby requests permission to make the alterations in the apartment listed as described in the accompanying plans and specifications.

WHEREAS, in order to obtain the Corporation's consent to the Work as required under **Article 23 (a) ALTERATIONS** of the Proprietary Lease between the Shareholder and the Corporation, the Shareholder agrees to comply with the terms of the Lease and the obligations and policies of the Corporation, including but not limited to applicable House Rules.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

Prior to the commencement of any work, Shareholder will procure from Shareholder's contractor or contractors and deliver to the Management Office, the insurance policies described on Exhibit "A" attached hereto, (which policies shall name the Corporation, the Corporation's officers, directors, shareholders, architect or engineer, and Shareholder, as parties insured). Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to the Corporation. All such policies or certificates evidencing the issuance of the same shall be a) with companies that are reasonably acceptable to the Corporation, and b) delivered to the Corporation before the Work commences.

## 1. PERMITS

All work shall be done in accordance with the New York City Building Code, by licensed contractors, and by skilled mechanics and licensed mechanics in those trades requiring licensing, and jurisdiction, including the Board of Fire Underwriters. The Shareholder at his/her sole expense would secure permits before any work is commenced, and Shareholder shall give copies to the Management Office upon receipt of same.

## 2. INSPECTIONS

The Superintendent, Maintenance Department or any designated representative of the Corporation must inspect the work as it progresses and at completion of all work. If you are doing any type of electrical wiring the walls **must not be closed** until this wiring has been inspected by our staff. **If you do close up the walls before being inspected by our staff then the walls must be re-opened, at your own expense, for an inspection.**

The Maintenance department will provide you with the appropriate specification for proper installation of water using appliances. All radiator modifications must be coordinated with the Maintenance Department. If you are planning any plumbing work requiring water shut-off, you must contact and coordinate with the maintenance department first and make an appointment. Please call 718-465-7550. Maintenance must verify that your main shut-off valve is working properly prior to your Contractor beginning work.

**A.** Demolition – The Corporation reserves the right to inspect when walls have been demolished and existing interior piping and wiring are visible, and before piping and wiring has been disturbed.

**B.** Piping/Electrical Wiring – The Corporation reserves the right to inspect new and relocated piping and electrical wiring before the walls have been closed. **If you do close up the walls prior to being inspected by our staff then the walls must be re-opened, at your own expense, for an inspection.**

**\*\*\*\* If inspection approval is not given during the work process, the work will remain halted until proper correction is made and approved. Given reasonable notice, inspections will be made promptly so as not to delay any Work and approval will not be unreasonably withheld. \*\*\*\***

**\*\*\*\*\* IF FINAL INSPECTION APPROVAL IS NOT GIVEN, THE CONTRACTOR MUST MAKE THE NECESSARY CORRECTIONS TO THE WORK AS DETAILED BY THE DESIGNATED CO-OP REPRESENTATIVE. WORK MUST THEN BE RE-INSPECTED FOR FINAL APPROVAL \*\*\*\*\***

### **3. PROFESSIONAL SERVICES**

If in the opinion of the Board of Directors it is necessary to seek professional architectural or engineering advice prior to approving this request or during the progress of any work, or if legal advice or services should be required, Shareholder agrees to pay reasonable fees for any such services.

### **4. HOLD HARMLESS**

Shareholder hereby agrees to indemnify and hold harmless the Corporation, its employees, the Managing Agent and the other Shareholders and residents against: (a) claims for damages to persons or property suffered as a result of any Work herein proposed, whether or not caused by negligence, (b) expenses, including without limitation, attorney's fees and disbursements incurred by the Corporation, the Managing Agent, other Shareholders or residents, in connection therewith. If requested, Shareholder will procure a bond from an insurance company acceptable to the Corporation, insuring performance under this paragraph.

### **5. WORK HOURS AND NOISE, ODORS**

Construction, repair work or other installation involving loud noise may be conducted in any apartment between the hours of 8:00 A.M. and 6:00 P.M. Monday through Friday and between the hours of 10:00 A.M. and 3:00 P.M. on Saturdays. Work **may not** be performed on Sundays and Holidays. The Corporation shall be the sole arbiter should there be any doubt as to noise levels, which may be disturbing. In addition, the shareholder and/or the contractor must properly ventilate the apartment during the renovation process and they will do all that is necessary and proper to prevent noxious odors.

### **6. USE OF PUBLIC AND COMMON AREAS DURING WORK**

Shareholder and/or contractor will not allow the sidewalks, courtyards, hallways, and other public areas to be used for storage of building materials or debris.

### **7. SHAREHOLDER TO MAINTAIN SAFETY PRECUATIONS**

Shareholder agrees that the contractor have at all times functioning fire extinguishers and smoke alarms that will be maintained in the Apartment during the work.

## **8. RESPONSIBILITY**

Shareholders are responsible for repairing and maintaining these improvements even after work has been completed and successor shareholders must be made aware of these responsibilities as well.

## **9. WORKER SUPERVISION AND IDENTIFICATION**

A foreman capable of communicating with the Building Superintendent or Managing Agent shall supervise all workmen on site. All workmen shall provide the Maintenance office with a list of the names and other identification material, if requested.

## **10. RUBBISH**

Shareholder agrees to keep the premises free from accumulation of waste material, rubbish or debris as a result of any Work. At the completion of each workday and at the completion of any Work, Shareholder and/or contractor agrees to remove all rubbish and debris from and about his premises, including all tools and surplus material, and shall leave the premises "broom clean", or its equivalent. All rubbish, rubble, discarded equipment; empty packing cartons and other materials will be taken out of the Apartment and removed from Corporate Property by Dumpster or other proper means.

## **11. RESTORATION OF PREMISES**

Shareholder and/or contractor specifically agrees that in the event he seeks to transfer the corporate share allocated to the apartment and the Occupancy Lease appurtenant thereto, he shall if requested by the Corporation, either restore the premises and equipment to their condition prior hereto, or provide the Corporation with an agreement by the transferee to accept and maintain the Work. Such restoration or agreement with the transferee shall be a condition precedent to transfer of the share and lease as in the proprietary lease.

## **12. LABOR RELATIONS**

Shareholder assumes and accepts full responsibility for harmonious labor relations to the extent that any work might affect them, and will immediately take whatever steps may be necessary to rectify any labor problem, which might arise from the conduct of any Work.

### **13. LIENS AND NOTICES**

Shareholder will pay all bills for all such work hereunder in a complete and timely manner as agreed upon with his contractors and suppliers. In the event any mechanics liens, claims or notices of any kind are filed, which become a lien against the Corporation, Shareholder agrees to cause such filing to be discharged or satisfied, by bonding or otherwise within then (10) days after he has been notified that a filing has been recorded.

### **14. OPINION**

The granting by the Corporation permission for any Work does not express or imply any opinion whatever as to its design, value or effect that such alteration will have on my apartment or the building.

### **15. DAMAGE**

Shareholder assumes responsibility for any and all damages, which may occur to any other apartment and to common areas as a result of any Work. Shareholder assumes all risk of loss for the work being done under this agreement.

### **16. NON-COMPLIANCE**

Failure on the part of the Shareholder to comply with any provision of this Agreement shall be deemed to be a breach of Shareholder's Lease. In addition to all other rights and remedies available to the Corporation, the Corporation may suspend all work and prevent materials, equipment and workmen from entering Shareholders apartment except for the purpose of removing the tools of their trade.

### **17. HAZARDOUS MATERIALS**

Shareholder and contractor shall comply with all federal, state and local laws, rules, regulation pertaining to asbestos, lead paint and other hazardous material, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the abatement-work. In addition, Shareholder agrees to indemnify the Corporation for any and all loss, costs, expenses (including without limitation reasonable attorney's fees and disbursements), damages, liabilities or fines: (i) arising from failure by Shareholder or any consultant or contractor retained by Shareholder to fully conform to all of the foregoing, or (ii) incurred by the Corporation in the defense of any suit, action, claim or violation in connection with the abatement-work.



**18. PLANS AND DRAWINGS**

Detailed plans, specifications and drawings of the work, shall be submitted with this Agreement, including a room-by-room list of all alterations to be undertaken, and if required by the Corporation, detailed plans and specifications (the "Plans") prepared by a licensed architect or engineer, which shall not be modified by the Shareholder after they are approved by the Corporation.

**19. NOTICE OF COMMENCEMENT AND COMPLETION**

Prior to commencing the work, Shareholder shall give at least five (5) days written notice to the Management Office in writing of the date the work shall commence. The work must be completed within 45 days from its commencement. If the work is not commenced within 30 days after receipt of a fully executed copy of this Agreement by the Management Office, this agreement shall be null and void. In addition, notice shall be sent in writing once the work is completed so the Corporation may set up a final inspection.

**20. BINDING EFFECT**

This agreement may not be changed orally and shall be binding upon Shareholder's personal representatives and authorized assigns.

This consent shall become binding upon Shareholder's receipt of a fully executed copy of this agreement.

**\*\*\* OCCUPANY IS NOT PERMITTED ON THE ATTIC LEVEL.**

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

UNITED VETERANS MUTUAL HOUSING COMPANY, INC.

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

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

## **EXHIBIT “A” INSURANCE**

Shareholder must provide insurance of the types and in not less than the amounts set forth below with a company or companies satisfactory to the Lessor and licensed to do business in the State of New York. All such policies shall name the Lessor, the Lessee and the additional names insured must be stated on certification before work can be commenced. No diminution of the limits of insurance will be permitted. Such insurance shall include: \* WORKERS COMPENSATION as required by all applicable Federal, State or other laws, including Employers Liability in accordance with the statutory requirements of the State of New York together with Disability Benefits Insurance required by the State of New York. \*COMPREHENSIVE GENERAL LIABILITY including Contractor’s Liability and Blanket Contractual Liability (oral or written) all on an occurrence basis with Personal Injury coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage. The policy will contain a “Broad Form Comprehensive General Liability” endorsement in Paragraph 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (section 11 paragraph B (1) is to be deleted. The completed operations coverage and contractual indemnity coverage are to extend for one year following termination of the work.

The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the work involves any asbestos containing material and shall not include a sunset clause without the Lessor consent. Limits shall be as follows: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit) \$1,000,000 COMPREHENSIVE AUTOMOBILE LIABILITY, including non-ownership and hired car coverage as well as owned vehicles. \$2,000,000 UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED. The Lessor at its sole discretion may set higher limits. If umbrellas are written in more than one company, any layers above the first one shall follow the form of the Primary Umbrella. Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Lessor showing that such insurance is in full force and that the premiums due hereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without thirty- (30) day’s written prior notice thereof to the Lessor. The Contractor shall promptly furnish the Lessor with copies of any endorsements subsequently issued amending insurance coverage or limits. In the event of the failure of the Contractor to furnish and maintain such insurance, the Lessor shall have the right at its option at any time (a) to revoke permission to perform the work and to deny entry into the building of all workers, except that if such workers are escorted by a member of the building’s staff, they shall be permitted to remove their tools and supplies, and/or (b) to take out and maintain the said insurance for and in the Lessor’s name and the name of the Contractor. The Lessee agrees to pay the cost thereof and to furnish all necessary information and consents to permit the Lessor to take out and maintain such insurance for the Lessor’s account, the Lessee’s account and the account of the Contractor. Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Lessee or the Contractor from any liability assumed under any provisions of this Contract. The Contractor’s insurance policy shall also contain in substance the following endorsement: “This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for the loss occurring to the property described herein”. Nothing in this paragraph shall constitute a waiver of or limitation of any other right or remedies the Lessor may have for consequential damages or otherwise. The Lessee agrees not to make any claim against or seek to recover from the Lessor, other lessees or the Lessor’s or other lessee’s employees, agents or guests for any damage to persons or property by the perils within the scope of the insurance policies required herein unless the loss is due to the carelessness or negligence of such named parties.

**NO WORK TO BE COMMENCED UNTIL PERMISSION HAS BEEN GRANTED BY UNITED VETERANS MUTUAL HOUSING COMPANY, INC. PERMATURE COMMENCEMENT OF WORK SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE PROPRIETARY LEASE AND COULD LEAD TO MONATARY FINES AND/OR LEGAL ACTION.**

*KNOWN ALL MEN BY THESE PRESENT that the undersigned of who is about to furnish labor and material in or about apartment number \_\_\_\_\_, Bellerose Manor, NY 11427, which property owned by UNITED VETERANS MUTUAL HOUSING COMPANY, INC. and occupied as above, does hereby covenant and agree not to file any mechanic's liens or other liens or to make any claims against the premises or any part thereof or against any building or buildings or other improvements made therein with respect to any work that the undersigned may at any time or from time to time do under any contract between the undersigned and UNITED VETERANS MUTUAL HOUSING COMPANY, INC. and /or \_\_\_\_\_ and for any labor and material furnished there under or for any alteration, change or modification of whatsoever nature, labor and materials furnished therein, it being intended that this instrument shall constitute a waiver of right to file a line under Section III under the Lien Law of the State of New York.*

BY: \_\_\_\_\_

STATE OF NEW YORK

COUNTY

On the \_\_\_\_\_ day of \_\_\_\_\_ 200 , before me personally came \_\_\_\_\_, to me known who, being duly sworn, did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of the foregoing instrument that he know the seal of corporation; that the seal affixed to said instrument is said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

**UNITED VETERANS MUTUAL HOUSING COMPANY, INC.  
Bell Park Manor - Terrace**

**Indemnification Agreement**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless United Veterans Mutual Housing Company, Inc. and Midboro Management Inc. from any and all claims, suits, damages, liabilities, professional fees including attorneys' fees, cost, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractors, its agents, servants, subcontractors or employees, at premises owned by United Veterans Mutual Housing Company, Inc. This agreement to indemnify specifically contemplates (1) full indemnity in the event of liability imposed against United Veterans Mutual Housing Company, Inc. and Midboro Management Inc. without negligence and solely by reason of statute, operation of law, or otherwise, and, (2) partial indemnity in the event of any actual negligence on the part of United Veterans Mutual Housing Company, Inc. and Midboro Management Inc. causing or contributing to the underlying claim, in which event, Indemnification will be limited to any liability imposed over and above the percentage attributable to actual fault, whether by statute, by operation of law, or otherwise.

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Contractors Name

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Date

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Contractor Signature