

MASTER APTS., INC.
310 Riverside Drive New York, NY 10025

SHAREHOLDER ALTERATION CHECK LIST
Required Documents and Fees

Date:

Shareholder(s):

Apartment:

You are to execute three (3) copies of the **Alteration Agreement** (available on the coop's website as well as at the Front Desk) for the work that you intend to have done in your apartment. If the work that you propose is purely cosmetic in nature (painting, floor finishing, cabinetry, direct replacement of plumbing fixtures, etc.) and does not legally require filing with the Department of Buildings ("DOB"), you may perform that work under a **Minor Renovation Agreement**. For any more substantial renovation work, an executed Alteration Agreement is required. Please sign all copies where indicated and forward them to Orsid Realty's Alterations Coordinator at the address below. If you have questions, please contact Denisa Music at dmusic@orsidr.com. In addition, we request the following:

TO INITIATE ALTERATION PLAN REVIEW

- Three (3) sets of architectural and, as applicable, engineering plans exactly as you intend to file with the NYC Department of Buildings, as well as cut sheets for all proposed appliances and plumbing fixtures
- Processing Fee in the amount of \$300.00 made payable to Orsid Realty Corp.
- Initial Architectural Review Fee, made payable to Orsid Realty Corp., in the amount as follows:

\$500 for a studio apartment

\$550 for a one-bedroom apartment or combination to create a 1BR

\$750 for a two-bedroom apartment or larger

\$1,000 for a combination to create a 2BR or larger

See item #18 of the Alteration Agreement for the scope of basic Architectural Review and for additional Architectural Review fees that may pertain.

PRIOR TO THE START OF CONSTRUCTION

- Copy of plans approved by the NYC Department of Buildings
- Proof of homeowner's insurance with a minimum of \$300,000 liability coverage
- Contractor's Certificate of Insurance, naming shareholder, Orsid Realty Corp. and Master Apts., Inc. as Additionally Insured parties
- Copies of the General, Plumbing and Electrical Contractors' licenses
- Security Deposit check in the amount of \$1,500.00, payable to Master Apts., Inc.

Please be advised that work cannot begin until written approval from our office is sent to you.

Your Security Deposit check will be returned after work has been completed and after verification that your contractor has removed all debris from the building and that there is no damage to the building or to your neighbors' apartments as a result of the work. In addition, you are to submit a copy of the DOB Letter of Completion and "as-built" plans of your renovation in PDF format before return of your Security Deposit.

ORSID REALTY CORP.
Alterations Coordinator
1740 Broadway, 2nd Floor
New York, NY 10019

Master Apartments, Inc.
310 Riverside Drive, New York, NY 10025

ALTERATION AGREEMENT

Date: _____

Shareholder(s): _____

Apartment: _____

You have asked Master Apts., Inc.(the "Corporation") for its consent to the making of Alterations (the "Alterations") to the above-referenced Apartment (the "Apartment")at 310 Riverside Drive (the "Building"). You have submitted to the Corporation, for its approval, the plans and specifications annexed hereto (the "Plans") for the Alterations. In making this application for the Alteration of your apartment, you agree to the following:

A. Design and Construction Standards

1.All work of the Alteration will comply with the Design and Construction Standards specified in Appendix A of this Agreement. [Note: Explicit compliance with the Standards will expedite the review of your Plans and help to avoid the delay and expense of additional plan reviews.]

B. Pre-Construction Procedures

1. After your Plans have been approved by the Building Architect and the Corporation, you shall file them with the New York City Department of Buildings (the "DOB") and shall obtain all governmental approvals and permits that may be required. The Corporation's managing agent (the "Managing Agent") shall be given a copy of each such permit and of the Plans as approved by the DOB.

2. You shall furnish to the Corporation a letter from a licensed engineer or architect certifying that the electrical loads required as a result of the Alteration will not exceed the present electrical capacity of the apartment and will not adversely affect the Building's electrical service.

3. You shall furnish the Managing Agent with a copy of agreements made with your contractor(s), and copies of the general, plumbing and electrical contractors' licenses.

4. You will submit the Contractor's certificates of insurance, naming the Corporation, the Managing Agent and you as additional parties insured. Such insurance shall not be terminated until after the completion of the Alteration. Insurance coverage shall be as follows:

\$2,000,000 comprehensive liability

\$500,000 property damage liability

Motor vehicle insurance

Workers' compensation and employees' liability insurance covering all employees

5. The Managing Agent is to be given one week notice of the date on which work is to begin.

6. You shall post a notice in the hallways on your floor and two floors above and below your apartment, alerting your neighbors that construction work is to be undertaken. The notice must include the estimated duration of the work, your apartment number, and your contact information.

C. Construction Phase Procedures

1. Work is to be performed only between the hours of 8:00 AM and 5:00 PM (with no noisy work before 9:00 AM) and shall not be performed on Saturdays, Sundays or Holidays.
2. All demolition, reconstruction, and installation work as set forth in the Plans shall be performed and completed within 360 days from the date when municipal approval has been granted.
3. You are to take all reasonable precautions to prevent, and you assume all risks for, any damage to the Building, its mechanical systems and property of all other occupants of the Building which may result from or be attributed to the Alteration.
4. The Contractor must cover completely the floor of the corridor from the service elevator to the apartment, and install adequate protection on corridor walls and the door leading to the service elevator. Such protection is to be removed daily by 5:00 PM and reinstalled in the morning.
5. All rubbish, rubble, discarded equipment or other materials, empty packing cartons, etc. are to be promptly removed from the Building at your sole cost and expense, in barrels or bags, via the service elevator at such times and in such manner as the Superintendent of the Building may direct. You shall see to it that all precautions shall be taken to prevent dirt and dust from permeating other parts of the Building or other apartments in the Building during the progress of the Alterations.
6. In the event that extensive use of the freight and service elevators is required, advance arrangements must be made with the Building Superintendent.
7. During the course of the Alteration access shall be granted to the Building Superintendent and the Corporation's contractors to perform any infrastructure work within your apartment deemed beneficial to the Corporation and its shareholders, including replacement of plumbing risers, rainwater leaders, steam lines, ventilation ducts, and the like.
8. The Building Manager and Superintendent, and the Corporation's designated architect and engineer, along with any others needed to observe the work, shall have access to the apartment while work is underway for the purpose of verifying that the work is carried out according to the application Plans and that the Building's interests are safeguarded.

D. Close-Out Procedures

1. If, for any reason whatsoever, one or more mechanic's liens are filed for work done, or material furnished, in connection with the Alterations, you shall at your sole expense cause such mechanic's lien or liens to be removed promptly, and you shall reimburse the Corporation and/or Managing agent for any legal or other expenses incurred by them as a consequence of such lien or liens.
2. At the completion of the Alteration, you shall arrange for all required inspections and sign-offs by municipal agencies and obtain from the NYC Department of Buildings a Letter of Completion. A copy of the Letter of Completion shall be submitted to the Managing Agent along with a PDF file of "as built" plans as a condition for the return of your security deposit.

E. General Requirements

1. You shall assume all responsibilities for the Alterations and agree that neither the Corporation nor the Managing Agent will be responsible for any failure of efficient performance of building utilities to the Apartment resulting from the Alterations. You agree to assume all responsibility for the weather-tightness of any installation affecting exterior walls or roof, the waterproofing of any portion of the Building structure directly or indirectly affected by the Alterations, and for the maintenance and performance of all heating, plumbing, air-conditioning and other equipment installed or altered by you, for the balance of your lease term. If the operation of the building or any of its equipment is in any way adversely affected as a consequence of your Alterations, you agree to promptly remove the cause thereof, at your sole cost and expense.

E. General Requirements (continued)

2. You agree to pay or reimburse the Corporation for all reasonable fees charged to the Corporation by an architect or engineer of its choosing for architectural or engineering services rendered to the Corporation in connection with examination of the work being done. The Initial Architectural Review Fee that you pay in advance covers one review of the Plans. If the inadequacy of materials submitted for review, changes that you make during the course of the project, or any special circumstances of your Alteration require the Corporation's architect or engineer to perform additional plan reviews, you will reimburse the Corporation for such additional services on an hourly basis. Likewise, you will be billed for site visits by the Corporation's architect/engineer that the Corporation or Building Management deems necessary. It is typical for an apartment renovation to require one or two site visits during construction (at approximately \$500/visit), and one at completion to verify conformance to the approved plans.

3. By executing this Agreement you undertake to indemnify and hold harmless the Corporation, the Managing Agent and the tenants and occupants in the Building, against any claims for damage to persons or property suffered as a result of the Alterations, whether or not caused by negligence, and any expenses (including, without limitation, attorneys' fees and disbursements, and any penalties or fines imposed by any municipal authority due to non-filing or improper filing) incurred by the Corporation in connection therewith.

4. In granting the consent requested, it is understood that the Corporation and its agents make no representations as to the design, code-compliance, feasibility or efficiency of the Alterations, or whether you will be able to obtain the required permits and sign-offs.

5. The Managing Agent may suspend all work authorized hereby if you fail to comply with the terms of your proprietary lease, the House Rules applicable to Alterations, or the terms of this Alteration Agreement.

6. This Agreement may not be changed orally. Subject to the foregoing conditions, this consent shall become effective upon your signing and returning to the Managing Agent three (3) copies of this letter accepting conditions of this consent. We will, in turn, return one fully executed copy to you for your files.

AGREED: MASTER APTS., INC.

Signature of Shareholder

Name: _____

Joint Owner (if applicable)

Title: _____

Date: _____

Date: _____

APPENDIX A: DESIGN AND CONSTRUCTION STANDARDS

1. The materials and construction systems used in the Alteration shall be of a quality in keeping with the general character of the Building.
2. No channeling or cutting of structure, demising walls, exterior walls, pipe chases or shaft walls is permitted.
3. New finish on the interior surface of exterior walls shall be a fiberglass-faced water-resistant drywall product such as DensArmor Plus (Georgia Pacific) or Fiberrock Aqua-Tough (USG). Water resistant gypsum drywall is to be used in all bathrooms, with Wonderboard (USG) or equivalent cement board product within shower enclosures.
4. If the work of the Alteration includes furring or lamination of new wallboard on apartment demising walls, soundproofing gypsum board, such as "Quietrock" (USG) or Soundbreak XP (Acoustical Surfaces, Inc.) shall be used.
5. New flooring in kitchens, bathrooms or utility rooms with plumbing fixtures shall be installed over a liquid-applied waterproofing membrane, as approved by the Building Architect. Waterproofing membrane shall extend at least six inches up surrounding walls.
6. Limited expansion of "wet" spaces over "dry" spaces may be approved by the Corporation on a case-by-case basis. Plumbing fixtures, however, are to remain within the area of the original "wet" space.
7. New flooring in living areas (other than the "wet" spaces noted above), whether wood, tile, stone or other applied finish, shall be installed over noise-dampening padding such as "Acoustik" high performance subflooring, by Acoustical Surfaces, Inc..
8. If the work of the Alteration includes renovation of the kitchen or bathrooms, all branch plumbing lines are to be replaced to the plumbing riser and new shut-off valves installed at your expense.
9. If your Alteration includes the installation of clothes washing and/or drying machines, said installation shall comply with the Washer/Dryer Guidelines in the House Rules.
10. No clothes dryer, kitchen hood or other appliance is to vent into the building kitchen or bath exhaust system.
11. If the Alteration includes installation of central air conditioning, condensing units and air handling units shall be installed in a manner that isolates vibration from the building structure.
12. Work on terraces shall comply with the Terrace Guidelines in the House Rules.
13. The Master Building is a New York City Landmark. Any work must be reviewed and approved by the Landmarks Preservation Commission (the "LPC"). Alterations that would be visible from the street or other public right of way will not be allowed.
14. New penetrations through the exterior wall, if invisible from the street or public right of way as noted above, may be approved by the corporation on a case-by-case basis. Waterproofing details for any such penetrations are to be submitted to the Building Architect for approval, and the shareholder acknowledges that any leaks that might ensue from such penetration are his/her responsibility and expense to remedy.
15. Any alterations to windows or terrace doors, if approved by the LPC, shall be performed by a window contractor approved by the Corporation. Waterproofing details for any such window or door alteration are to be submitted to the Building Architect for approval, and the shareholder acknowledges that any leaks that might ensue from such penetration are his/her responsibility and expense to remedy.

RIDER TO ALTERATION AGREEMENT

PAINT DUST AND DEBRIS CONTAINMENT

The Shareholders shall cause his/her contractors to use safe work practices during renovation work and to take precautions to prevent the spread of dust and debris that may contain lead.

The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including (1) limiting access to the work area to only workers, (2) covering the work area with polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting the resident's belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping.

The Task Force has further indicated that certain removal practices are unsafe, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a *de minimis* surface area (*de minimis* defined as an area less than one square foot per room).

The Shareholder shall cause his/her contractors to perform their work consistently with the recommendations of the Task Force and, upon completion of the work, to perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.

The Shareholder shall receive assurances from his/her contractors that they have knowledge of lead-based paint hazards and that they will perform the work and clean-up in a manner that will avoid creating lead-based paint hazards. The contractor is to provide evidence of having completed training in this category of work, as approved by the Environmental Protection Agency (the "EPA").

No less than ten (10) days prior to beginning renovation activities in the Apartment, the contractor shall provide the Shareholder with the EPA pamphlet entitled Protecting Your Family from Lead in the Home (the "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 acknowledgment of receipt of the Pamphlet or of having mailed the same. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

AGREED:

Shareholder

Joint Owner (if applicable)

Date: _____

INDEMNITY AGREEMENT

Whereas _____, *having offices at* _____, _____, _____, as "Indemnitor", is and will be performing certain work at the premises **310 Riverside Drive, NY, NY 10025, Apt. _____** (the "Property") pursuant to purchase order or other agreement between _____ and *Shareholder* _____. The Property's owner, **Master Apts., Inc.** and its Managing Agent, **Orsid Realty Corp.**, (each individually and collectively an "Indemnitee") and Indemnitor hereby agree that the following provisions shall be incorporated by reference into each such Purchase Order or other agreement:

INDEMNIFICATION

To the fullest extent permitted by law, Indemnitor agrees to indemnify, defend and hold harmless Indemnitee from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Indemnitor, its agents, servants, subcontractors or employees, or the use by Indemnitor, its agents, servants, subcontractors or employees, of facilities owned or leased by the Indemnitee. This agreement to indemnify specifically contemplates full indemnity, regardless of the availability of insurance to Indemnitor, in the event of liability imposed against the Indemnitee and/or Managing Agent without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Indemnitee any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise.

INSURANCE PROCUREMENT

Indemnitor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance (a) workers compensation insurance with statutory limits and employer's liability coverage of not less than \$500,000; (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability.

Indemnitor shall cause Indemnitee to be named as an Additional Insured by use of the latest version of ISO endorsement CG 20 26 or equivalent. To the extent that coverage is not available through the use of the CG 20 26 form but rather is written on a "Blanket" Additional Insured basis as required by written contract then this instrument shall constitute and hereby serve to satisfy the "written contract" requirement. Indemnitor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to Indemnitee. All other valid and collectible insurance available to Indemnitee shall be applied on an excess basis over and above all layers of Indemnitor's insurance, aforementioned, whether primary or excess. When applicable Indemnitor shall, by specific endorsement to its umbrella/excess liability policy, cause

the coverage afforded to the Indemnitee thereunder to be first tier umbrella/excess coverage above the primary coverage afforded to Indemnitee and not concurrent with or excess to other valid and collectible insurance available to Indemnitee.

Master Apts., Inc., and Orsid Realty Corp. (as Indemnitee)

_____ (as Indemnitor)

By: _____
(Please Print)

By: _____
(Please Print)

Signed: _____

Signed: _____

Dated: _____

Dated: _____

**CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**

**FINAL DETERMINATION UPON APPLICATION FOR AN EXEMPTION FROM
REQUIREMENT TO OBTAIN CERTIFICATION OF NO HARASSMENT
PURSUANT TO SECTION 28-107.2 OF THE NEW YORK CITY
ADMINISTRATIVE CODE**

Application No.: 8/15

Applicant(s): Kathrine Ralph

Premises: 310 Riverside Drive
New York, New York 10025

Action: Exempt. New York City Administrative Code 28-107.2, Exception: 6.

Duration: This exemption will remain in effect for three years from the date of issuance.

Date: February 12, 2015



Vito Mustaciuro, Deputy Commissioner
Department of Housing Preservation & Development