



PROTOCOLS IN THE AGE OF COVID-19

May 20, 2020

INTRODUCTION

As New York begins to transition from a nearly complete lockdown to less stringent rules, each condominium and cooperative Board should consider compiling protocols to preserve good health and order in their buildings.

Under all circumstances, Boards should comply with law and any Executive Orders in place. But, every Board should recognize that even if governmental agencies allow certain activities to resume, the Board does not have to allow the activity immediately. Each Board must take the actions they believe best serve their residents within their authority as a Board. In a world in which exposure to the COVID-19 virus poses risks to the residents and employees, the Board, as part of its obligation to maintain the building, should adopt cleaning and disinfecting protocols that address this challenge. Boards should consult with their managing agents on the scheduling and extent of these maintenance activities as part of their reopening decisions.

It is impossible to create protocols that are appropriate for every building in New York. Rather, the following sets forth issues and subjects which Boards may want to consider and adjust to suit their building's needs. In addition to proposed rules that can be adopted as written, we have also provided considerations we suggest that Boards take into account. To the extent any of the following are appropriate for your building, they should be adopted as house rules, or rules and regulations, in order to permit enforcement in accordance with your building's governing documents. As rules, the Board can change them when appropriate. Accordingly, apartment owners should be advised that these rules may be amended from time to time in the Board's sole and absolute discretion in order to safeguard the health of residents and employees. The Board should monitor their implementation and modify as circumstances warrant.

Armstrong Teasdale's experienced condo and co-op attorneys will be happy to assist Boards as they consider the new realities of multi-family living.

The following topics are addressed below:

- Access
- Brokers and Apartment Showings
- Laundry Room
- Use of Amenities
- Resuming Alterations
- Move-in/Move-out Policy

ACCESS

Proposed Rules:

1. Hand sanitizer will be placed prominently in the entryways. Hand sanitizer must be used by every person entering the building to clean their hands or gloves.
2. No one – resident or non-resident – will be permitted in the common areas of the building without a mask or other face covering over their nose and mouth. An exception is made for a child under the age of two years or a resident who for health reasons is not permitted to wear a mask; unless that child or other person is coughing, has a fever or is showing other symptoms of illness, in which case temporary face covering while entering or leaving the building is required.
3. Household staff and other non-resident visitors must confirm that they are feeling well, have not been in recent contact with a person who has tested positive for COVID-19, and have not recently been exposed to someone who has tested positive. At the option of the Board, visitors may be required to complete a COVID-19 Questionnaire and Certification – General (included below) and/or have their temperature taken before being permitted entry to the building. Access may be denied if temperature exceeds CDC guidelines or if they cannot make the representations set forth in the Questionnaire.
4. Elevators may not be shared with others unless they reside together.
5. Under no circumstances should people (residents or otherwise) congregate in a common area of the building.

Considerations:

1. Staff must continue its rigorous cleaning protocols, using [EPA List N: Disinfectants for Use Against SARS-CoV-2](#) or such other disinfectants as recommended by the CDC.
2. Consider whether an apartment owner should be responsible for any additional cleaning expenses the Board, in its discretion, believes are necessary to safeguard the staff and residents as a result of those who enter the building through or for that apartment owner. Examples include movers, large deliveries or contractors.
3. For item 3 above under Access: Proposed Rules, Boards should consider whether to non-invasively take the temperature of non-residents who enter. Before the Board decides to take temperatures, please consult with an environmental professional and your managing agent for best practices, including that the person taking temperatures has adequate PPE, and consider privacy issues.
4. We recommend that in order to assist in contact tracing, if necessary, you keep a log of the names of those who enter and who they are visiting, and those who are turned away.

5. Boards should consider whether to permit the following to enter the building and whether, if given entry, they will be permitted to use common areas:

- housekeepers;
- nannies;
- food deliveries; and
- dog walkers.

Consider whether household staff, dog walkers and delivery people should use the passenger or service elevator and whether the building wants to restrict times of entry.

BROKERS AND APARTMENT SHOWINGS

Proposed Rules:

1. NO OPEN HOUSES WILL BE PERMITTED. In the event there is a violation of this provision, the Board will arrange for a deep cleaning by an outside contractor for all common areas of the building, and the apartment's owner will be responsible for all costs and expenses for such cleaning.
2. No more than one broker may show an apartment at any one time.
3. AT LEAST 24 HOURS PRIOR TO THE VISIT, Broker must notify management or the Resident Manager the date and time when Broker will be in the building and the apartment to be viewed. Broker must also provide management or the Resident Manager the names of those persons who will be in the building with the Broker.
4. No more than THREE (3) people may accompany the Broker into the building.
5. Prior to entering the building, the Broker (and all persons accompanying the Broker) must:
 - a) complete and sign the COVID-19 Questionnaire And Certification - Broker (attached);
 - b) have their temperature taken by the staff of the building, if requested; and
 - c) wash or sanitize their hands.

Access may be denied if a person's temperature exceeds that permitted by CDC guidelines or if they cannot make the representations set forth in the Questionnaire.

6. No one may carry large bags or other items into the building; however, a small purse which hangs over the shoulder will be permitted.
7. At all times while in the building, Broker (and all persons accompanying the Broker) must wear a mask or other face covering over their nose and mouth.
8. While in the building, the Broker (and all persons accompanying the Broker) shall only use the elevator designated by the building staff for going to the Apartment; they shall not go to any other portion of the building. They shall not view the roof, the basement or any amenities.
9. If the Broker is meeting his/her clients at the building, they must meet outside of the building. No one will be permitted to wait inside of the building.
10. At the discretion of the Board, a staff member may accompany the Broker and his/her clients.

LAUNDRY ROOM

Proposed Rules:

1. Hand sanitizer must be used by those entering the laundry room, whether to clean their hands or gloves.
2. No one will be permitted in the laundry room without a mask or other face covering over their nose and mouth.
3. Disinfectant wipes will be made available in the laundry room. Any person using the laundry equipment must wipe down the machine before and after use. Special attention should be made to cleaning buttons, handles, controls, folding tables and furniture.
4. Laundry room hours are extended to _____ in order to permit more people to use them while maintaining social distancing.
5. No more than _____ people can enter the laundry room at any one time in order to safely keep a social distance.

Considerations:

1. Provide for regular staff cleaning/disinfecting several times a day, depending on use.
2. Provide information on available outside laundry services to call for pickup and delivery of laundry for positive individuals.
3. Consider signups/reservations, especially for high-traffic times.
4. Laundry room rules should be prominently posted on the door and in the room.

USE OF AMENITIES

Indoor

Proposed Rules:

1. Hand sanitizer must be used by those entering the space, whether to clean their hands or gloves.
2. No one will be permitted in the area without a mask or other face covering over their nose and mouth.
3. Disinfectant wipes will be made available where appropriate. Any person using the equipment must wipe it down before and after use.
4. No more than ___ people are permitted to use the area at any one time in order to maintain appropriate social distancing.
5. Hours of operation are extended to _____ to provide availability to the widest number of potential users.

Specific to Fitness Facilities

1. Each person should be required to bring a towel to cover benches, mats and other high-contact areas.
2. Block off machines if they are close to one another (e.g., the middle treadmill if there are three).
3. Consider whether to prohibit trainers and guests who do not reside in the building.
4. Anyone who enters must sign a COVID-19 Questionnaire and Certification – General (attached) and a liability waiver, release and indemnification. Access may be denied if they cannot make the representations set forth in the Questionnaire. In addition, the Board reserves the right to take the temperature of anyone entering the fitness facility and may deny entry to anyone whose temperature exceeds CDC guidelines.

Considerations:

1. Consider signups/reservations, especially for high-traffic times.
2. Provide for regular staff cleaning/disinfecting several times a day, depending on use.

Outdoor

Proposed Rules:

1. Hand sanitizer must be used by those entering the space, whether to clean their hands or gloves.
2. No one will be permitted in the area without a mask or other face covering over their nose and mouth.
3. Disinfectant wipes will be made available where appropriate. Any person using the equipment must wipe it down before and after use.
4. Furniture has been placed to encourage social distancing, which must be practiced at all times. You may not move furniture.
5. No more than _____ people can use the area at the same time. Hours are extended to _____ to provide availability to the widest number of potential users.

Considerations:

1. Boards should consider whether outdoor equipment and seating can be adequately cleaned and disinfected before permitting use of playgrounds and other outdoor equipment and facilities.
2. Consider whether to permit running, bike riding, jumping, etc. in certain areas only.
3. Consider whether to prohibit non-residents.
4. Consider signups/reservations, especially for high-traffic times.
5. Provide for regular staff cleaning/disinfecting several times a day, depending on use.

RESUMING ALTERATIONS

Proposed Rule and Rider to Alteration Agreement:

By signing below, I acknowledge that, in light of the COVID-19 pandemic and health-related issues, my architect, contractors, materialmen and all construction professionals must comply with all laws, Executive Orders or guidances, including the New York State Reopening New York Construction Guidelines for Employers and Employees in effect now or at any time during which the work is being performed. In addition, I acknowledge that the Board may (but is not obligated to), in its sole discretion, develop different or additional requirements in connection with alterations and entry into the building (collectively with the laws relating to COVID-19, the "COVID Requirements") and that the performance of the work shall at all times be subject to the COVID Requirements.

By signing below, I acknowledge these requirements, confirm that I have discussed them with my contractor and agree to abide by same. **I acknowledge that if my contractor does not comply with these requirements, the Board may suspend my project.**

1. New alterations which have not been commenced may be delayed at the Board's discretion.
2. All time periods set forth in the alteration agreement for the completion of work will be extended taking into consideration, among other things, the COVID-19 pandemic and the within rules for continued performance of work.
3. Prior to recommencement of the project, my architect must provide an updated schedule including work to be performed by trade and anticipated milestone dates for principal portions of the work (subject to scheduling as described here). Each work should be designated as demolition, noisy work and quiet(er) work. Priority shall be given to installing a working toilet and sink, if not already present in the apartment.
4. Prior to recommencement of the project, the architect and contractor must meet with the building architect and Resident Manager to discuss the project, which may require modification to the above schedule.
5. Time periods for access to the building and the performance of work may be modified, in the Board's discretion, in order to permit more than one alteration project to take place at the same time.
6. The Board may require modifications to the project schedule to allow for noisy work during only certain hours of the day, taking into consideration that other occupants are working and/or schooling from home. This requirement will be on a case-by-case basis depending on the project and its status.
7. Contractors may be required to set up a "noisy area" within the apartment where tiles and wood may be cut and other noisy preparation work will be required to take place. This requirement will be on a case-by-case basis depending on the project and its status.

8. Contractors must coordinate unusually noisy work with the Resident Manager, who may advise adjacent residents.
9. If required by the Board's professional, negative air or other machines may be required to be put in place during certain periods of construction. This requirement will be on a case-by-case basis depending on the project and its status.
10. Contractor must take the temperature of its workers or subcontractors prior to their entry to the building and require each to certify, at the start of each day, that each worker has not, within the last 14 days, tested positive for COVID-19; exhibited symptoms of COVID-19 (including no temperature in excess of 100.4); come into contact with anyone who, to their knowledge, has tested positive for, or exhibited symptoms of, COVID-19; or that he/she has any reason to believe he/she has COVID-19. Any worker who falls within the above categories may not work at the building until he/she has complied with CDC Guidelines for return to work. Contractor must also certify that contractor has no information that the certifications of the workers and subcontractors are inaccurate in any respect.
11. Workers must wait for access to the building on the street, maintaining social distancing rules.
12. Each worker must wear a mask or other face covering over their nose and mouth at all times while in the common areas of the building.
13. When called to enter the building, workers must sanitize their hands using the hand sanitizing station set up for that purpose.
14. Workers must use the elevator or stairs as directed by building staff.
15. Use of the elevators will be limited to _____ people at one time.
16. Once a worker has entered the apartment, he/she must remain there during the course of the day. Workers will not be permitted to leave and return to the jobsite, except if necessary for deliveries (discussed below). Workers should bring their lunch.
17. There is no smoking in the apartment or any common areas of the building.
18. The Resident Manager or managing agent may deny entry to any worker who appears to be ill (as determined in their discretion).
19. The Resident Manager or managing agent may require any worker to leave the building if the worker appears to be ill (as determined in their discretion).
20. The Resident Manager or managing agent may require any worker to leave the building if the worker does not comply with these rules.
21. Deliveries must be coordinated with the Resident Manager at least _____ days in advance. Deliveries should occur on as few days as is reasonable.

22. Use of the service elevator for removal of debris must be coordinated with the resident manager on a daily basis.
23. Without limiting costs otherwise recoverable pursuant to my alteration agreement, I understand that I may be charged actual costs of third-party vendors or staff overtime for additional disinfecting of affected common areas reasonably determined by the Board to be required as a result of my alteration.
24. In addition to any other provision set forth herein, prior to recommencement of work, I will provide the resident manager with a copy of the annexed "Interim Guidance for Construction Activities During the Covid-19 Public Health Emergency," or any similar updated guidance, signed by any contractors performing work.
25. In addition to all of the provisions set forth herein, all workers must comply with all other rules promulgated by the Board, and all applicable law, rules, regulations and guidance, as they may be amended from time to time.

To the maximum extent permitted by law, I indemnify and hold harmless the Corporation/Condominium, its Board, managing agent, architect and their respective officers, directors, managers, employees and agents (the "Indemnified Parties") in the event a fine, violation, penalty or fee (collectively, a "Fine") is assessed as a result of the failure of any worker(s) to comply with COVID Requirements, including fees incurred by the Indemnified Parties in the event they, in their sole discretion, determine that it is in the best interest of the Corporation/Condominium to retain its own professional(s), legal or otherwise, in connection with the Fine.

SHAREHOLDER/UNIT OWNER:

Date: _____

Considerations:

1. Should Contractor sign a version of the above?

MOVE-IN/MOVE-OUT POLICY

1. The moving company must take the temperature of all of its workers participating in the move prior to any workers entering to the building and require each to certify at the start of each day that each worker has not, within the last 14 days, tested positive for COVID-19; exhibited symptoms of COVID-19 (including no temperature in excess of 100.4); come into contact with anyone who, to their knowledge, has tested positive for, or exhibited symptoms of, COVID-19; or that he/she has any reason to believe he/she has COVID-19. The mover must also certify that it has no information that the certification of any worker is inaccurate in any respect. The move may be canceled if any worker participating in the move falls within the above categories.
2. The Resident Manager or managing agent has right to deny entry to any worker who appears to be ill or cancel the move (as determined in their discretion).
3. All moves into or out of a unit must be scheduled and coordinated with the Resident Manager at least seven (7) days prior to the move.
4. Moves must be conducted Monday - Friday, 9 a.m. to 4 p.m. except for legal or building holidays.
5. The Resident Manager will determine how many hours movers may remain in the building depending upon the circumstances.
6. No more than three (3) movers may be in the building at any time.
7. All movers are required to wear a mask or other face covering over their nose and mouth and gloves when inside the building.
8. All moves must be conducted using the service entrance and the elevator designated by management. Use of the main lobby entrance, the stairs or the any other elevator is strictly prohibited.
9. Movers are strictly prohibited from entering any portion of the building not along the direct path of the move from the outside of the building to the unit in which the move is taking place.
10. The apartment owner shall comply with all applicable provisions of law and shall require its moving company to also do so. In the event any fine, violation, penalty or fee is assessed against the building, its Board members, officers, employees, apartment owners, residents, agents and/or managing agent, the apartment owner shall pay the same or reimburse the party against whom it is imposed.
11. All fees, reimbursement of expenses, security deposits, insurance, indemnities and/or releases typically required for moves into or out of the building shall continue to apply.
12. The Resident Manager may require movers who do not comply with this policy to leave the building or may take other steps deemed necessary to protect the safety and health of its residents and employees.

Considerations:

1. Consider limiting the delivery (move-in) of large items.
2. Consider the protections required to be installed in public areas through which the move will take place.
3. Consider adding either or both of the following:
 - (a) Immediately following any move, the physical areas along the direct path of the move including the building's service entry, service elevator and hallway shall be disinfected by a professional cleaning company hired by the building or its managing agent. The moving apartment owner shall be responsible for all costs and expenses associated with this cleaning.
 - (b) At least five (5) days prior to any move, the moving apartment owner shall provide the managing agent with a check made payable to the building for \$_____ (Cleaning Deposit). The building will deduct the actual cost of the professional cleaning company hired to clean the direct path of the move and the balance of Cleaning Deposit, if any, will be returned to the moving apartment owner within 30 days of the move.

**COVID-19 QUESTIONNAIRE AND CERTIFICATION – GENERAL
BUILDING: _____**

I am entering the building to go to Apartment _____. In light of the COVID-19 pandemic, I understand that the NYC Department of Health, the CDC and other governmental agencies have recommended that certain people remain at home and self-quarantined. I recognize that my ability to enter the building is conditioned upon my making the representations set forth in the Certification below and that I may be denied access if building staff believes, in its reasonable judgment, that I am exhibiting symptoms of COVID-19.

CERTIFICATION

By signing below, I certify that:

- 1. I have not tested positive for COVID-19 (or if I have tested positive, I have met CDC guidelines to end my isolation);**
- 2. I have had no symptoms of COVID-19 for the last three days (e.g., cough, fever of 100.4 or greater, or shortness of breath);**
- 3. I have not come into contact with anyone in the last two weeks who, to my knowledge, has tested positive for COVID-19, or who has shown symptoms of COVID-19.**

_____ (Sign)

Name: _____ (Print)

Date: _____

**COVID-19 QUESTIONNAIRE AND CERTIFICATION – BROKER
BUILDING: _____**

I, _____ (Print Name of Apartment Owner), request that Management permit the Broker, named below, to show my apartment to potential purchasers. I understand that if there is a breach of the COVID-19 POLICY FOR SHOWING APARTMENTS by the Broker or those who accompany him/her, I will be responsible for any cleaning expenses which the Board, in its discretion, believes are necessary to safeguard the staff and residents in the building.

Sign Name: _____

CERTIFICATION

By signing below, the individual certifies that he/she:

- 1. will comply with the building’s COVID-19 POLICY FOR SHOWING APARTMENTS;**
- 2. has not tested positive for COVID-19 (or if they have tested positive, have met CDC guidelines to end isolation);**
- 3. has had no symptoms of COVID-19 for the last three days (e.g., cough, fever of 100.4 or greater, or shortness of breath); and**
- 4. has not come into contact with anyone in the last two weeks who, to his/her knowledge, has tested positive for COVID-19, or who has shown symptoms of COVID-19.**

NAME OF BROKER _____

Date: _____ Time: _____

Showing Apartment Number: _____

Name of Company _____

Broker’s Email _____ Phone _____

By signing this COVID-19 Questionnaire and Certification, I agree that I will be responsible for those persons accompanying me into the building, and I represent and certify that the statements set forth in the above CERTIFICATION are true.

Broker’s Signature: _____

PERSONS ACCOMPANYING THE BROKER:

By signing below, the person accompanying the Broker represents and certifies that the statements set forth in the above CERTIFICATION are true.

NAME _____ SIGNATURE: _____

NAME _____ SIGNATURE: _____

NAME _____ SIGNATURE: _____