



*Kings Wood Owners Corp.*

146 Church Street, Apt. 3B  
Kings Park, New York 11754

(631) 269-6424  
(631) 269-3945 Fax

TO: The Board of Directors  
RE: Request for Installation/Renovation

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ APT# \_\_\_\_\_

CONTRACTOR(S): \_\_\_\_\_

The following is a description of my proposed installations/renovations: \_\_\_\_\_

Please check off all new materials to be installed: **\*NOTE: FULL TILE/GRANITE WALLS AND CEILING NOT PERMITTED**

Tile \_\_\_\_\_ (linoleum, porcelain, ceramic)

Granite/Marble \_\_\_\_\_ (countertop, backsplash, floor, bathroom walls)

Mud Floor \_\_\_\_\_ (or wonder/cement board) **recommended to remove all old flooring, exposing subfloor plywood**

New Tub Material \_\_\_\_\_ (no cast iron, jet, or soaker tubs permitted  
TUB DRAIN MUST BE BRASS)

New Toilet \_\_\_\_\_ Deep Wax Seal (thicker to prevent future leaks)


Shower Body \_\_\_\_\_ (*replace with* Temp Pressure Balancing  
Rough-In Valve (With Valve Stops)

Shower Pan (waterproof) \_\_\_\_\_ For shower stalls in place of a tub

Shower Ceiling **DO NOT RECOMMEND TILE DUE TO FUTURE LEAK REPAIRS**

Bathroom Wall behind Toilet & Vanity **DO NOT RECOMMEND TILE DUE TO FUTURE LEAK REPAIRS**

Vanity/Toilet/Kitchen Valves \_\_\_\_\_ **Install Apt Isolation Valve "Gerber" or "Central Brass"**  **(Hot & Cold/ea Tile Stop)**

Air Arestor  \_\_\_\_\_ Install with New Plumbing

Appliances \_\_\_\_\_ (no commercial 6 burner stoves permitted)

Refrigerator \_\_\_\_\_ (size & weight, NO ICE MAKER)

Air Conditioner \_\_\_\_\_ Current Sleeve \_\_\_\_\_ New Sleeve (size/weight)

Demolition \_\_\_\_\_ **All Rotted structure must be brought to Manager's attention.**

**Electrical: Must have Licensed & Insured Contractor with Permit & Inspection**

All electrical installations, alterations and repairs must comply with ALL Town of Smithtown 145 Electrical Standards and National Electrical Codes. Including Town of Smithtown Permit & independent underwriters Inspection of all electrical installations, alterations, and repairs per 145-4.

Failure to do so is subject to 145-7 Prohibited Acts and 145-8 Penalties For Offenses (copy attached).

See attached Town of Smithtown Permit Application Requirements and Kings Wood Survey needed.

Other \_\_\_\_\_

**\*UL CERTIFICATION MUST BE SUBMITTED TO Kings Wood Owners Corp. AFTER INSPECTION.**

I acknowledge that the Board reserves the right to request a structural engineer. Attached is a COPY OF THE CONTRACT(S) showing the exact dimensions, materials, and location of the proposed installation/renovation within the apartment.

I agree to provide the Cooperative the following.

1. The enclosed Indemnity Agreement must be signed and returned to the Kings Wood office.
2. Copy of Resident's Insurance showing a minimum of \$100,000 general aggregate per occurrence showing **Kings Wood Owners Corp named additional insured.**
3. Contractor's Insurance of \$1,000,000 Liability Coverage; Workers Compensation Certificate Coverage not less than \$500,000, WRITTEN TO: **Kings Wood Owners Corp. 146 Church Street, Apt 3B, Kings Park, NY 11754, its Board of Directors, and trustees, and employees as an additional insured,** no more than 30 days old.

4. Copy of Contractors License.

In the event that my contractor does any damage to the common properties as determined by the Board of Directors, I assume full responsibility and agree to indemnify the Board of Directors and hold them harmless for any damage or liability.

**5. Inform Contractor that workers are not allowed to smoke anywhere on the property nor play music that will disturb neighbors.**

**All work may only be performed between the hours of 8:00 a.m. to 6:00 p.m. on weekdays and it shall be restricted to the hours of 10:00 a.m. to 6:00 p.m. on Saturdays. Sundays are a day of rest (no work unless emergency).**

Contractors can park near the apartment to LOAD & UNLOAD ONLY, then must park in Office Stall or Visitor Stall.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

[HISTORY: Adopted by the Town Board of the Town of Smithtown 4-13-1965. Amendments noted where applicable.]

#### **GENERAL REFERENCES**

Building construction — See Ch. 112.

Unsafe buildings — See Ch. 115.

Fire prevention — See Ch. 164.

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### **§ 145-1 Title and administration.**

[Amended 6-9-1998; 5-8-2007]

This chapter shall be known as the "Electrical Code of the Town of Smithtown" and shall be administered under the supervision of the Building Director of the Town of Smithtown.

### **§ 145-2 Statement of purpose.**

Since there is danger to life and property inherent in the use of electrical energy, this electrical chapter is enacted to regulate the installation and alteration of wiring for electric light, heat or power and signal systems operating on 50 volts or more in or on all real property within the Town of Smithtown.

### **§ 145-3 Adoption of standards by reference.**

All electrical installations heretofore mentioned shall be made in conformity with the requirements of the National Electrical Code, except where the provisions of this chapter or any other local law, ordinance or Building Code of the Town of Smithtown shall differently prescribe, in which event compliance with the provisions of such local law, ordinance or Building Code shall be recognized as proper compliance with this chapter. The requirements of the National Electrical Code shall be those known as the "National Fire Protection Association Pamphlet No. 70," as approved and adopted by the American Standards Association.

### **§ 145-4 Electrical Inspector.**

[Amended 6-9-1998]

- A. The duly appointed Inspectors of qualifying organizations may be designated as Electrical Inspectors by Town Board resolution and authorized and deputized as agents of the Town of Smithtown to make inspections and reinspections of all electrical installations, alterations and repairs heretofore and hereafter described and to approve or disapprove the same. In no event, however, will the cost or expense of such inspections and reinspections be a charge against the Town of Smithtown.
- B. All organizations and Inspectors applying for authorization under this chapter must meet or comply with the following requirements:
  - (1) Inspectors shall have a minimum of 10 years' field experience in the maintenance, installation or inspection of electrical systems.
  - (2) Inspectors shall hold and maintain a certification from the International Association of Electrical Inspectors (IAEI) for one- and two-family dwellings and for general electrical.
  - (3) Inspectors shall be familiar with the National Electrical Code and New York State and Town of Smithtown laws, rules and regulations to the extent that they relate to electrical inspections.
  - (4) Inspectors shall shelve active electrician licenses during the period of appointment, if there may be a conflict of interest.
  - (5) The organization shall maintain policies of insurance from an insurance company(ies) duly licensed by the State of New York meeting or exceeding the following minimum coverage requirements and shall provide a certificate of insurance evidencing the same and naming the Town of Smithtown as an additional insured:
    - (a) General liability: \$1,000,000 per occurrence; \$2,000,000 aggregate.
    - (b) Excess liability: \$1,000,000 per occurrence.
    - (c) Workers compensation: statutory requirements.
  - (6) The organization shall file a verified application with the Building Director on the form provided by the Town Clerk.

[Amended 5-8-2007]

### **§ 145-5 Powers and duties of Inspector.**

[Amended 6-9-1998; 5-8-2007]

It shall be the duty of the Inspector to report, in writing, to the Building Director, whose duty it shall be to enforce all provisions of this chapter, all violations of or deviations from or omissions of the electrical provisions of the National Electrical Code, and of all local laws, ordinances and the Building Code as referred to in this chapter insofar as any of the same apply to electrical installations, alterations and repairs. The Inspector shall make inspections and reinspections of electrical installations, alterations and repairs in and on properties in the Town of Smithtown upon the written request of

an authorized official of the Town of Smithtown or as herein provided. The Inspector is authorized to make inspections and re-inspections of electrical installations, alterations and repairs in and on properties within the Town of Smithtown where he deems it necessary for the protection of life and property. In the event of an emergency, it is the duty of the Inspector to make electrical inspections upon the oral request of an official or office of the Town of Smithtown. It shall be the duty of the Inspector to furnish written reports to the proper officials of the Town of Smithtown and the owners and/or lessees of property where defective electrical installations, alterations and repairs are found upon inspection. He shall authorize the issuing of a certificate of compliance when electrical installations, alterations and repairs are in conformity with this chapter. He shall direct that the certificate of compliance be sent to the Town of Smithtown to the attention of the Building Director.

#### **§ 145-6 Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

##### **PERSON**

Includes an individual, copartnership, society, association, joint-stock company, club, corporation and any combination of individuals within the Town of Smithtown, Suffolk County, New York.

#### **§ 145-7 Prohibited acts.**

[Amended 6-9-1998]

It shall be a violation of this chapter for any person to install or cause to be installed or to alter electrical wiring for light, heat or power in or on properties in the Town of Smithtown until a Building Department permit has been issued and an application for inspection has been filed with any authorized organization hereunder. It shall be a violation of this chapter for a person to connect or cause to be connected electrical wiring in issuance of a temporary certificate or a certificate of compliance by any authorized organization hereunder.

#### **§ 145-8 Penalties for offenses.**

A. Any person violating any of the provisions of this chapter shall be guilty of an offense punishable by fine or imprisonment, or both; however, for the purpose of confirming jurisdiction upon courts and judicial officers, such violation shall be deemed a misdemeanor, and for such purposes only all provisions of law relating to misdemeanors shall apply to such violations. In lieu of the foregoing, any person violating any provision of this chapter shall be subject to a penalty in a sum not exceeding \$500 for the first violation and in a sum not exceeding \$1,000 for any subsequent violation. Said penalties shall be recovered in a civil action in the name of the Town of Smithtown.

[Amended 7-14-1992; 6-9-1998]

B. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

#### **§ 145-9 Exceptions.**

The provisions of this chapter shall not apply to the electrical installations in mines, ships, railway cars or automotive equipment or the installations or equipment employed by a railway, electrical or communication utility in the exercise of its function as a utility and located outdoors or in buildings used exclusively for that purpose. This chapter shall not apply to any work involved in the manufacture, assembly, test or repair of electrical machinery, apparatus, materials and equipment by a person engaged in electrical manufacturing as his principal business. It shall not apply to any building which is owned or leased in its entirety by the Government of the United States or the State of New York.

#### **§ 145-10 No waiver or assumption of liability.**

[Amended 6-9-1998]

This chapter shall not be construed to relieve from or lessen the responsibility of any person owning, operating, controlling or installing electrical wiring, devices, appliances or equipment for loss of life or damage to persons or property caused by any defect therein, nor shall the Town of Smithtown be deemed to have assumed any such liability by reason of any inspection made pursuant to this chapter.

**TOWN OF SMITHTOWN**  
**BUILDING DEPARTMENT**

**PLUMBING & ELECTRIC ONLY**  
*No Construction*  
**PERMIT APPLICATION REQUIREMENTS**

- Two (2) applications signed and notarized describing the work
- Copy of deed or Contract of Sale ("*proof of ownership*") for new owners
- Two (2) copies of surveys indicating location of pressure test if applicable
- Copy of all Suffolk County Contractors' Licenses (Photo ID)
- Copy of all insurance with valid expiration dates (Worker's Compensation, Disability and Liability) \*
- Homeowners' doing the work themselves need to provide the Certificate of Attestation of Exemption (CE-200) \*\*
- Excavation Affidavit for underground work
- Fee – *Cash or check payable to "Town of Smithtown"*

\*If not current and on file see Insurance requirements

Certificate Holder: Town of Smithtown

\*\*[https://www.businessexpress.ny.gov/app/answers/cms/a\\_id/2263/kw/CE](https://www.businessexpress.ny.gov/app/answers/cms/a_id/2263/kw/CE)

**ADDITIONAL REQUIREMENTS FOR COMMERCIAL PERMITS**

*See instructions for commercial work*

- Must be submitted with a "Letter of Intent" and authorization from the property owner.
- Three sets of architect's sealed plans *may* also be required with Commercial Applications.

***SUBMIT THE FOLLOWING TO RECEIVE A CERTIFICATE OF COMPLIANCE***

- Electrical certificate from approved agency
- Central Air Conditioning/HVAC\* requires a letter of certification from contractor
  - Residential - notarized letter
  - Commercial letter - PE or RA signed & sealed
- Assessors certificate – for Residential Central Air conditioning and Generators

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**TOWN OF SMITHTOWN**  
**Suffolk County, NY**  
**Application for**

**ELECTRIC/PLUMBING ONLY**  
(no construction)

*Electric Upgrade, Generator, Central air-conditioning/HVAC,  
 Gas Conversion, Pool Heater, Gas/Pressure Test,  
 Tanks-Installation, abandonment, removal*

<b>(To be filled in by Building Department)</b>	
Application/Permit No. _____	
S.C.T.M. No. 0800- _____ - _____ - _____	
Receipt # _____	Permit Fee _____
Commercial _____	Residential _____
Application/Plan Approved by _____	Date _____
Permit Issued _____	20 _____
Permit Expires _____	20 _____

**THE FOLLOWING IS TO BE FILLED IN BY THE APPLICANT**

Property location \_\_\_\_\_ City \_\_\_\_\_

Owner's \_\_\_\_\_ Phone \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Electrician\*** \_\_\_\_\_ Phone \_\_\_\_\_ Address \_\_\_\_\_

**Plumber\*** \_\_\_\_\_ Phone \_\_\_\_\_ Address \_\_\_\_\_

**Contractor\*** \_\_\_\_\_ Phone \_\_\_\_\_ Address \_\_\_\_\_

**\*Company/Business name** \_\_\_\_\_ **Electrical Inspection Agency** \_\_\_\_\_

Tax Map # SCTM 0800- \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **Zoning District** \_\_\_\_\_

**DESCRIPTION OF WORK:** *Authorization from property owner & "letter of Intent" required with Commercial applications*

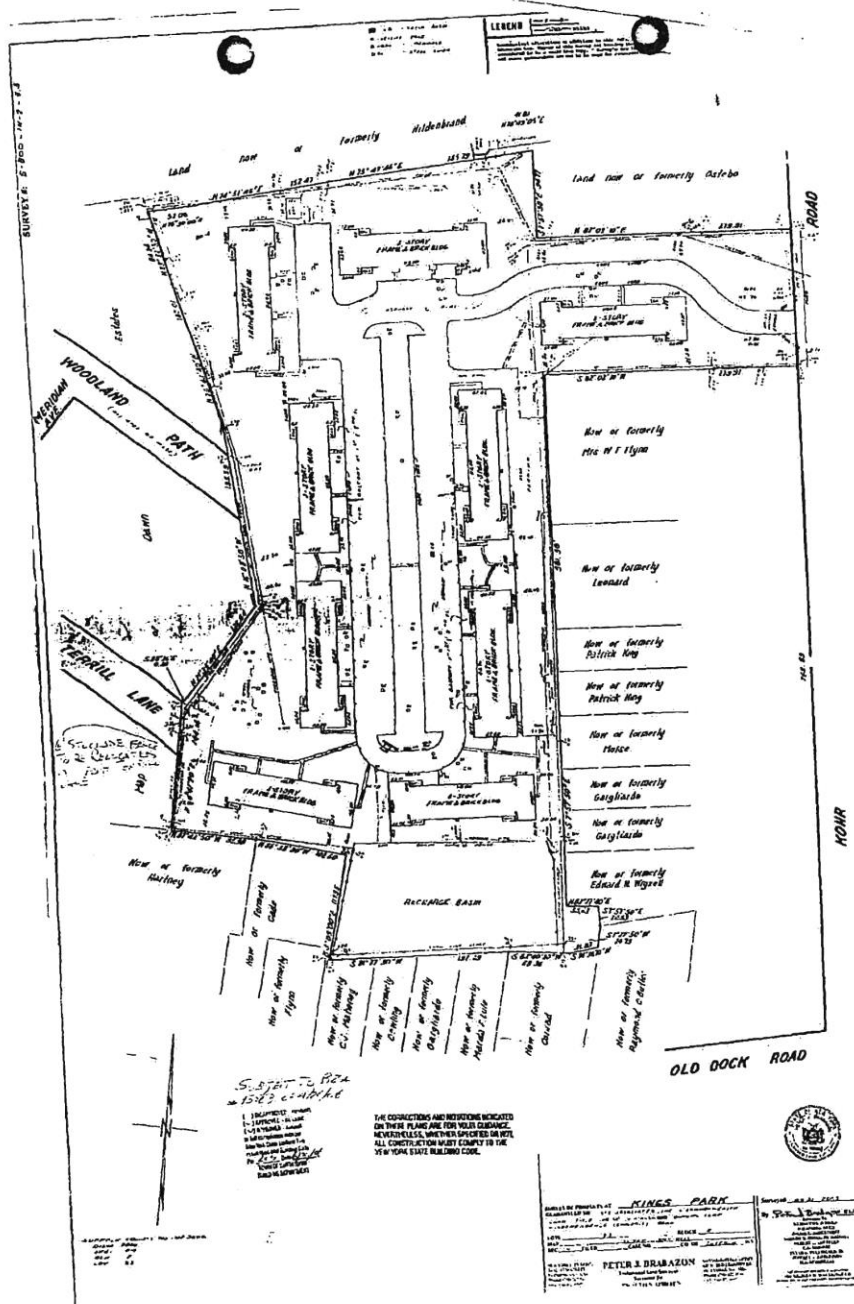
\_\_\_\_\_

***The following must be submitted before a Certificate of Compliance can be issued:***

1. Electrical certificate from approved agency
2. Central Air Conditioning/HVAC\* requires a letter of certification from contractor
  - a. Residential - notarized letter
  - b. Commercial letter - PE or RA signed & sealed
3. Assessors certificate – for Residential Central Air conditioning and Generators

<b><u>AFFIDAVIT</u></b>		
I _____ as the _____	being duly sworn depose and state that to	
<small>(Print name)</small>	<small>(Owner, Owner's Agent, Architect, Contractor)</small>	
the best of my knowledge and belief the statements contained in this application together with the plans and specifications submitted are a true and complete statement of all proposed work to be done on the described premises as it has been approved by the Town of Smithtown and that all provisions of the Zoning and Building Ordinance and the State Building Code and all other laws pertaining to the proposed work shall be complied with, and that such work is authorized by the owner.		
Sworn to before me this:	Signature _____	
_____ Day of _____ 20_____	<small>(Owner, Owner's Agent, Architect, Contractor)</small>	
_____		
<small>(Notary Public, New York)</small>	<table border="1"> <tr> <td align="center">Notary stamp</td> </tr> </table>	Notary stamp
Notary stamp		

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# **INDEMNIFICATION and HOLD HARMLESS AGREEMENT**

This INDEMNITY AGREEMENT (this "Agreement") is made effective as of \_\_\_\_\_, 20\_\_ by and between **Kings Wood Owners Corp.** (hereinafter referred to as, "K.W.O.C."), a co-op, having a business address of 146-3B Church Street, Kings Park, New York 11754 and \_\_\_\_\_ (hereinafter referred to as "contractor"), having a business address of \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as "shareholder(s)"), residing at \_\_\_\_\_, New York.

**WHEREAS**, \_\_\_\_\_ (contractor) will be performing the following services for \_\_\_\_\_ (shareholder(s)); and \_\_\_\_\_; and

**WHEREAS**, in exchange for valuable consideration, contractor and shareholder(s) desire to indemnify K.W.O.C. from any claims and/or litigation arising out of contractor's performance of the aforementioned work or services.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, K.W.O.C. and contractor and shareholder(s) hereby agree as follows:

## **TERMS**

### **1. Indemnification:**

To the fullest extent permitted by law, contractor and shareholder(s), their successors and/ or assigns, jointly and/or severally shall fully defend, indemnify, and hold harmless K.W.O.C., its officers, directors, shareholders, employees and volunteers from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, loss of services and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of contractor, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers, but not as the result of any act or omission of K.W.O.C., its officers, directors, shareholders, employees and volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to KWOC for all legal fees, expenses, and costs incurred by it.

### **2. Authority to Enter Agreement:**

Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.



**3. Notification of Claims; Litigation:**

The parties agree to notify one another in writing to the addresses above of any notice of any claim or service of any litigation papers concerning the work or services mentioned in this agreement or allegedly arising from any act or omission regarding same within ten (10) business days of receipt of the notice or service of documents.

**4. Amendment; Modification:**

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all parties.

**5. Waiver:**

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

**6. Attorneys' Fees and Costs:**

If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that party is entitled.

**7. Entire Agreement:**

This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

**8. Enforceability, Severability, and Reformation:**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the parties herein is to provide as broad an indemnification as possible under New York law.

**9. Applicable Law:**

This Agreement shall be governed exclusively by the laws of New York, without regard to conflict of law provisions and any action brought regarding this agreement must be brought in a Court of Competent jurisdiction in Suffolk County, New York.

KINGS WOOD OWNERS CORP.

\_\_\_\_\_  
By: \_\_\_\_\_, President / Vice-President

STATE OF NEW YORK)

)ss.:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ \_\_\_\_\_(KW President/VP) before me personally came to me known, who being by me duly sworn, did depose and say that she is the President/Vice-President of **KINGS WOOD OWNERS CORP.**, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like Order.

*Sworn to before me this*

\_\_ day of \_\_\_\_\_, 20\_\_

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

STATE OF NEW YORK)

)ss.:

COUNTY OF )

On the day of \_\_\_\_\_, 20\_\_\_\_\_(name) before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Sworn to before me this

\_\_ day of \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
(Name and Title), Contractor

Contractor shall be responsible to the fullest extent permitted by law for all safety measures, including but not limited to safety equipment, by way of example and not by limitation: scaffolding, appropriate ladders, safety belts, safety harnesses, personal protective equipment and shoring per OSHA and/or NYS regulations and CDC Guidelines, which is needed to protect its workers, all Kings Wood Owners residents and visitors and adjacent property owners.

**I understand and agree that workers are not allowed to smoke anywhere on the property and will comply with all NYS CDC guidelines including, but not limited to PPE and Covid-19 protocols.**

**ALL CONTRACTS MUST REPORT TO THE OFFICE BETWEEN 9 AM TO 4 PM, MONDAY THRU FRIDAY FOR COVID-19 CLEARANCE BEFORE ENTERING ANY HALLWAY TO START WORK.**

\_\_\_\_\_  
, Shareholder

\_\_\_\_\_  
, Shareholder

# Covid-19 Checklist for Contractors

## Job Site Worker Considerations

Here are five key questions and considerations to help you ensure your job site workers are safe.

<b>Do you have general safety policies in place that include COVID-19?</b>	Employees, visitors, and contractors should be asked if they exhibit symptoms of COVID-19. Workers should refrain from sharing tools and equipment and have access to handwashing stations and alcohol-based hand sanitizers.	<b>Yes / No</b>
<b>Do you have COVID-19 training practices in place?</b>	In addition to updating your training practices for COVID-19, you should have an employee wellness tracker that captures the health of job site workers each day.	<b>Yes / No</b>
<b>Do you have personal protective equipment at your job sites?</b>	In addition to hard hats, it's important to provide masks, gloves, and eye protection.	<b>Yes / No</b>
<b>If you work with subcontractors, do you require them to supplement your policies and procedures?</b>	Subcontractors on your job sites should be providing their personnel with COVID-19 safety procedures.	<b>Yes / No</b>

### QUESTION

### KEY CONSIDERATION

### CIRCLE ONE

**Are your worksite, trailers, and break areas cleaned multiple times per day?**

You should be using commercial disinfectants and hand sanitizers with 60% or more alcohol.

**Yes/No**

### QUESTION

### KEY CONSIDERATION

### CIRCLE ONE