

VILLAGE OF VALLEY STREAM
123 So. Central Avenue
Valley Stream, New York 11580

New ___ Renewal ___
Permit _____
Date _____
Decal # _____

TELEPHONE – 516-592-5105 vsclrk2@vsvny.org (Fax 825-8316)

Bus. Hours 8:00 a.m. – 4:00 p.m.

Licenses Expire 2/28 of Each Year

CHAPTER 49A
APPLICATION FOR LANDSCAPERS/GARDENERS COMPANIES

COMPANY NAME _____
ADDRESS _____
CITY _____
PHONE _____

APPLICANT (OWNER) NAME _____
ADDRESS _____
CITY _____
PHONE _____ APPLICANT'S AGE _____

REQUIREMENTS:

- _____ Copy of current Consumer Affairs License.
 - _____ Copy of current registration & insurance card for **each truck & trailer** to be licensed.
 - _____ Copy of Certificate of General Liability Insurance & **Additional Insured Endorsement page**.
 - _____ Ins. Requirements with Signed Hold Harmless form.
 - _____ Copy of Workers' Compensation form (C-105.2).
 - _____ Copy of Disability Insurance form (DB-120.1).
- OR**
- _____ Form CE-200 in place of W/C & Disability Insurance (see insurance requirements).
 - _____ Clerk's initials

Licensee shall operate any power or manual lawn mower or other gardening equipment only between the hours of 8:00 a.m. and 8:00 p.m. on any given day. No license shall place or scatter any garbage, refuse, cuttings, leaves, wood or other materials upon any public highway or public property. All other requirements as contained in Chapter 49 A.

FEES:

Fee for first truck (used within the Village) -	\$60.00
Fee for each trailer	\$20.00 x _____
Fee for each additional truck	\$20.00 x _____
Total amount enclosed	_____

Each vehicle is required to display a current and valid permit decal. Decals expire on the 28th of February each year. The decal(s) is to be affixed to the driver's door and left side of the trailer.

Do you removal trees on private property Yes _____ No _____.

The Clerk's Dept. has copies of Local Law Chapter 90C entitled "Tree Removal On Private Property – License Required" and an Application if you provide this service.

I hereby agree to conduct my operation in compliance with the laws of the Inc. Village of Valley Stream and New York State.

Date _____ Signature of Applicant _____

Approved: _____, Village Clerk

Inc. Village of Valley Stream
Insurance Requirements For Independent Contractors/Sub-Contractors
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The independent contractor shall maintain at a minimum the following insurance giving evidence of same to Inc. Village of Valley Stream on the form of **Certificates of Insurance, copies of the General Liability, Declaration Page and copy of the Additional Insured Endorsement, providing 30 days notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Municipalities discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance requirements.

I. Workers Compensation and NYS Disability

Coverage	Statutory
Extensions	Voluntary Compensation; All States Coverage Employers Liability - Unlimited

II. Commercial General Liability

Coverage and Limits	Occurrence - 1988 ISO or equivalent
	General Aggregate \$2,000,000
	Products & Completed Operations \$2,000,000
	Personal & Advertising Injury \$1,000,000
	Per Occurrence Limit \$1,000,000
	Fire Damage \$ 50,000
	Medical Expense \$ 5,000

Additional Insured	Inc. Village of Valley Stream, all elected and appointed officials, employees and volunteers using ISO Form CG2026 or equivalent
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Extension – Mandatory	Aggregate Limits to apply per project. Full Contractual Liability
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Extension – If possible	Endorsement showing that this policy is considered primary and non-contributory . Waiver of Subrogation in favor of the additional insured.
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III. Automobile Insurance

Limit	\$1,000,000. Combined Single Limit – Owned, Hired & Non-owned Vehicles
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If possible:

Additional Insured	Inc. Village of Valley Stream, all elected and appointed officials, employees and volunteers.
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Insurance Requirements For Independent Contractors/Sub-Contractors
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IV. <u>Umbrella Liability - Suggested</u>	
Coverage	Umbrella Form, or Excess Follow Form
Suggested Limit	\$2,000,000.
Additional Insured	Inc. Village of Valley Stream, all elected and appointed officials, employees and volunteers.

INC. VILLAGE OF VALLEY STREAM

To Vendors/Contractors

Please be advised that all insurance requirements must be current and be on file in the Office of the Village Clerk.

CERTIFICATE OF GENERAL LIABILITY & ADDITIONAL INSURED ENDORSEMENT WORDING:

The Description should read:

The Inc. Village of Valley Stream, all elected and appointed officials, employees and volunteers are included as Additional Insureds.

The Certificate Holder should read:

**Inc. Village of Valley Stream
123 So. Central Avenue
Valley Stream, NY 11580**

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The Vendor/Contractor shall indemnify and hold harmless the Inc. Village of Valley Stream, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Vendor/Contractor or its agents, liability, damages, loss, claims, attorneys and adjusting fees, demands and actions on account of personal injury, death or property loss to the Inc. village of Valley Stream its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the Inc. Village of Valley Stream. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order; and otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the ____ day of _____, 202____.

Name of Firm

Address

Contractor's Signature

(Please Print Name and Title)

Witness:

Signature

Date

Print Name

Chapter 49A. Landscapers and Gardeners

§ 49A-6. Conduct of operations.

- A. Every licensee shall conduct his/her operations in conformance with the laws of New York State and the Village of Valley Stream. A licensee who applies pesticides and related material in the course of business shall be licensed in accordance with Article 33 of the Environmental Conservation Law.
- B. No licensee under this chapter shall make any false promise or misrepresentation regarding the business or operation licenses or the nature of the services rendered by such licensee.
- C. A licensee shall conduct himself/herself in a courteous, honest and lawful manner at all times.
- D. No licensee shall operate any power or manual lawn mower or other gardening equipment at any time between the hours of 8:00 p.m. and 8:00 a.m. on any day.
- E. No licensee shall place or scatter any garbage, refuse, cuttings, leaves, wood or other materials upon any public highway or public property.
- F. No licensee shall burn any wastepaper, rubbish, leaves, cuttings, wood or other waste materials at any time. The licensee shall be responsible for carting away and properly disposing of all such material.
- G. The Village Clerk shall issue a decal to be affixed to and prominently displayed on each vehicle and trailer utilized by the licensee, as evidence of such licensee's compliance with this chapter.

§ 49A-7. Penalties for offenses.

[Amended 11-19-2018 by L.L. No. 26-2018]

Any person, firm, company, association, corporation or business of any kind who fails to comply with any of the provisions of this chapter shall be punished by a fine of not more than \$2,000 and/or 15 days in jail. Any license issued under this chapter shall be revoked upon a conviction of a third offense.

Capítulo 49A. Paisajistas y jardineros

49A-6. Realización de operaciones.

Un.

Cada licenciataria llevará a cabo sus operaciones de conformidad con las leyes del estado de Nueva York y el Village of Valley Stream. Un licenciataria que aplique pesticidas y material relacionado en el curso de los negocios será autorizado de conformidad con el artículo 33 de la Ley de Conservación Ambiental.

B.

Ningún licenciataria en virtud de este capítulo hará ninguna falsa promesa o tergiversación con respecto a las licencias comerciales u de operación o la naturaleza de los servicios prestados por dicho licenciataria.

C.

Un licenciataria se comportará de manera cortés, honesta y lícita en todo momento.

D.

Ningún licenciataria operará ningún cortacésped de alimentación o manual u otro equipo de jardinería en cualquier momento entre las 8:00 p.m. y las 8:00 a.m. en cualquier día.

E.

Ningún licenciataria colocará ni esparcirá basura, basura, esquejes, hojas, madera u otros materiales en ninguna carretera pública o propiedad pública.

F.

Ningún licenciataria deberá quemar ningún papel de desecho, basura, hojas, esquejes, madera u otros materiales de desecho en ningún momento. El licenciataria será responsable de cuidar y desechar adecuadamente todo dicho material.

G.

El Secretario de la Aldea emitirá una calcomanía que se colocará y se mostrará de manera prominente en cada vehículo y remolque utilizado por el licenciataria, como prueba del cumplimiento de dicho licenciataria con este capítulo.

49A-7. Sanciones por ofensas.

[Enmendado 11-19-2018 por L.L. No. 26-2018]

Cualquier persona, empresa, asociación, corporación o negocio de cualquier tipo que no cumpla con cualquiera de las disposiciones de este capítulo será castigado con una multa de no más de \$2,000 y/o 15 días de cárcel. Cualquier licencia emitida en virtud de este capítulo será revocada tras una condena de un tercer delito.