

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. (**on page 3 of Ins. Requirements**)
 - _____ 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) -	\$100.00
Fee for <u>each</u> trailer	\$20.00 x _____
Fee for <u>each</u> 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

Incorporated Village of Valley Stream

Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors

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The INDEPENDENT CONTRACTOR/VENDOR shall maintain at a minimum the following insurance giving evidence of same to **INCORPORATED VILLAGE OF VALLEY STREAM** on the form of **Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum, copy of the Additional Insured Endorsements, providing 30 days’ notice of cancellation, non-renewal or material change. C105.1 form or State Insurance Fund Certificate for Workers Compensation and DB120.1 Certificate for NYS Disability.** New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at the Municipalities discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. All subcontractors must adhere to the same insurance and indemnification requirements.

Certificate Holder for all policies: Incorporated Village of Valley Stream
123 S. Central Avenue
Valley Stream, NY 11580

Description Box to read:

Incorporated Village of Valley Stream, all elected and appointed officials, employees and volunteers of the Village are included as additional insureds per the General Liability including Contractual Liability, Products and Completed Operations, Automobile Liability and Excess Liability. Insurance Coverage is to be primary and non-contributory to any insurance carried by any additional insured. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

I. Workers Compensation

Coverage	Statutory
Extensions	Voluntary Compensation; All States Coverage Employers Liability – Unlimited Waiver of Subrogation in favor of the Incorporated Village of Valley Stream

II. New York State Disability and Paid Family Leave

Coverage	Statutory New York State Benefits
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III. 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
	Damage to Premises Rented To You \$ 50,000
	Medical Expense \$ 5,000

Additional Insured: **Incorporated Village of Valley Stream, all elected and appointed officials, employees and volunteers** of the Village using ISO Form CG2026 or equivalent including products and completed operations coverage ISO Form CG2037 or equivalent. Additional Insured coverage is to be on a primary and non-contributory basis.

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III. Commercial General Liability - continued

Extensions – Mandatory

- Aggregate Limits to apply per project.
- Full Contractual Liability extending to Hold Harmless Agreement.
- Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.
- The general liability is to be primary and non-contributory to any insurance carried by any additional insured.
- The general liability must not include any exclusion, limitation or restriction pertaining to interior or exterior work height; “action over” type claims; or “injury to employee or subcontractor” exclusions, nor any exclusions for Claims that fall within the Purview of New York Labor Law Sections 200, 240 &241.
- Waiver of Subrogation in favor of all additional insureds.
- Coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and clean-up costs, if applicable.

Pollution Liability

If contract involves environmentally regulated substances or hazardous material exposure(s) and/or the disposal of waste or other hazardous substance from the worksite, the contractor shall maintain Contractor’s Pollution Liability including Pollution Legal Liability insurance in the amount of at least \$5,000,000. per occurrence for 3rd party liability and clean-up. This coverage is to remain in effect for a minimum of (5) five years following the completion of work. If written on a claims made basis, the retroactive date must pre-date the inception of the contract or agreement.

IV. Automobile Insurance

Limit

\$1,000,000. Combined Single Limit

Additional Insured

Incorporated Village of Valley Stream, all elected and appointed officials, employees and volunteers on a primary and non-contributory basis.

The automobile liability is to be primary and non-contributory to any insurance carried by any additional insured.

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V. **Umbrella Liability - Suggested**

Coverage	Umbrella Form or Excess Follow Form of primary general liability including contractual liability and auto liability
Limit	\$2,000,000.
Additional Insured	Incorporated Village of Valley Stream , all elected and appointed officials, employees and volunteers on a primary and non-contributory basis.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The INDEPENDENT CONTRACTOR/VENDOR shall indemnify, hold harmless and defend the **INCORPORATED 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 INDEPENDENT CONTRACTOR/VENDOR or its subcontractors and/or agents, for liability, damages, loss, claims, attorneys and adjusting fees, demands and actions on account of personal injury, death or property loss to the **Incorporated 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 **Incorporated 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.

The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the ___ day of _____, 20__.

Witness

INDEPENDENT CONTRACTOR/VENDOR

Signature

Address

Date

Signature

Print Name

(Please Print Name and Title)