

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](mailto:vsclrk2@vsvny.org) (Fax 825-8316)  
Bus. Hours: 8:00 a.m. - 4:00 p.m. Licenses Expire 1/31 of Each Year

**APPLICATION FOR CARTING LICENSE - CHAPTER 38, SEC. 32**

CARTING CO. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

APPLICANT (Officer) NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
CITIZENSHIP \_\_\_\_\_

YEARS OF EXPERIENCE IN SOLID WASTE REMOVAL & TRANSPORTATION \_\_\_\_\_

NUMBER OF COLLECTION VEHICLES TO BE OPERATED \_\_\_\_\_

Give a description of each vehicle, make, year, model of chassis and body type, cubic capacity, or tare weight, color and current N.Y. State registration number (SEE ATTACHED PAGE).

The Applicant's proposed daily route for each area to be serviced in the Village (SEE ATTACHED PAGE).

Name and Phone # of Emergency Contact Person \_\_\_\_\_.

Hours and days each vehicle will operate within the Village (SEE ATTACHED PAGE).

Name of Insurance Carrier \_\_\_\_\_.

**\_\_\_ (Attach Copy of Current Insurance Certificate For Each Vehicle)**

Total Liability Coverage \_\_\_\_\_.

**\_\_\_ (Attach Copy of Certificate of General Liability Insurance & Additional Insured Endorsement.**

SEE ATTACHED PAGE TO BE SIGNED AND NOTARIZED.

**ADDITIONAL REQUIREMENTS:** (Insurance requirements are attached to the application)

\_\_\_ **Copy of current Town of Hempstead Carting Permit or Roll Off Container Permit**

\_\_\_ **Copy of current registration of vehicles to be licensed**

\_\_\_ **Signed Hold Harmless Agreement form**

\_\_\_ **Copy of Workers' Compensation form**

\_\_\_ **Copy of Disability Insurance form**

**OR**

\_\_\_ **Form CE-200 in place of W/C & Disability Insurance**

\_\_\_ **Clerk's Initials**

Carting Co. shall submit a list of all customers/business dumpsters within the Inc. Village of Valley Stream (to be updated within 30 days of any change). All dumpsters must have the name and phone number of the Carting Co. clearly displayed. Dumpsters are to be maintained in a sanitary way at all times. All equipment is to have clearly **visible reflective devices (including dumpsters).**

**Safety lighting** required between sundown & sunrise and safe passageway for pedestrian & vehicular traffic shall be maintained at all times. **You must comply with the Village Code which is available in the Clerk's Department or on line at [www.vsvny.org](http://www.vsvny.org).**

**The hours and days each vehicle will operate within the Village.** No vehicle may operate as described in Chapter 38 of the Code of the Village before 7:30 a.m. at any stop adjacent to or within a residential zone. No vehicle may operate as described in this chapter at any stop before 6:30 a.m. In no event shall any vehicle operate after 7:00 p.m.

FEES: Each vehicle (used within the Village) \$500.00 - # of vehicles \_\_\_\_\_ x \$500.00  
Total amount enclosed \_\_\_\_\_.

Each vehicle is required to display a permit that is current and valid. Permits expire on February 1<sup>st</sup> of each year. The permit is to be affixed to the driver's door.

I hereby agree to abide by all N.Y. State, Nassau County and Town of Hempstead Laws, rules and regulations concerning the transportation and disposal of solid waste.

\_\_\_\_\_  
SIGNATURE OF APPLICANT                      \_\_\_\_\_  
APPROVED BY VILLAGE CLERK                      DATE: \_\_\_\_\_

BE COMPLETED ONLY IF PRIVATE CARTING COMPANY **DOES NOT** HAVE A TOWN OF HEMPSTEAD CARTING LICENSE AND PLANS TO PLACE DUMPSTERS ONLY IN DRIVEWAYS OF THE INC. VILLAGE OF VALLEY STREAM.

AFFIDAVIT

Date: \_\_\_\_\_

Incorporated Village of Valley Stream

To Whom It May Concern:

The Town of Hempstead, Dept. of Sanitation has stated that a Town of Hempstead Carting License/Permit is not necessary if containers (dumpsters) are placed only in driveways and not on streets.

\_\_\_\_\_ will not place containers in the streets of the Inc. Village of Valley Stream.  
(Name of company)

\_\_\_\_\_  
(Signature of owner of company)

Notary

Sworn this \_\_\_\_\_ day of

\_\_\_\_\_, 202\_\_

VILLAGE OF VALLEY STREAM  
NASSAU COUNTY, NEW YORK  
TELEPHONE 825-4200

FOR EACH VEHICLE OPERATING WITHIN THE VILLAGE OF VALLEY STREAM, THE FOLLOWING INFORMATION MUST BE SUBMITTED ANNUALLY OR IF A TRUCK IS ADDED.

TRUCK - PERMIT # \_\_\_\_\_  
DESCRIPTION OF VEHICLE \_\_\_\_\_  
YEAR \_\_\_\_\_ MAKE \_\_\_\_\_  
YEAR \_\_\_\_\_ MAKE OF CHASSIS \_\_\_\_\_  
BODY TYPE \_\_\_\_\_ CUBIC CAPACITY OR TARE WEIGHT \_\_\_\_\_  
COLOR \_\_\_\_\_ N.Y. STATE REGISTRATION NUMBER \_\_\_\_\_  
HOURS & DAYS THIS VEHICLE WILL OPERATE IN VILLAGE \_\_\_\_\_

TRUCK - PERMIT # \_\_\_\_\_  
DESCRIPTION OF VEHICLE \_\_\_\_\_  
YEAR \_\_\_\_\_ MAKE \_\_\_\_\_  
YEAR \_\_\_\_\_ MAKE OF CHASSIS \_\_\_\_\_  
BODY TYPE \_\_\_\_\_ CUBIC CAPACITY OR TARE WEIGHT \_\_\_\_\_  
COLOR \_\_\_\_\_ N.Y. STATE REGISTRATION NUMBER \_\_\_\_\_  
HOURS & DAYS THIS VEHICLE WILL OPERATE IN VILLAGE \_\_\_\_\_

TRUCK - PERMIT # \_\_\_\_\_  
DESCRIPTION OF VEHICLE \_\_\_\_\_  
YEAR \_\_\_\_\_ MAKE \_\_\_\_\_  
YEAR \_\_\_\_\_ MAKE OF CHASSIS \_\_\_\_\_  
BODY TYPE \_\_\_\_\_ CUBIC CAPACITY OR TARE WEIGHT \_\_\_\_\_  
COLOR \_\_\_\_\_ N.Y. STATE REGISTRATION NUMBER \_\_\_\_\_  
HOURS & DAYS THIS VEHICLE WILL OPERATE IN VILLAGE \_\_\_\_\_

TRUCK - PERMIT # \_\_\_\_\_  
DESCRIPTION OF VEHICLE \_\_\_\_\_  
YEAR \_\_\_\_\_ MAKE \_\_\_\_\_  
YEAR \_\_\_\_\_ MAKE OF CHASSIS \_\_\_\_\_  
BODY TYPE \_\_\_\_\_ CUBIC CAPACITY OR TARE WEIGHT \_\_\_\_\_  
COLOR \_\_\_\_\_ N.Y. STATE REGISTRATION NUMBER \_\_\_\_\_  
HOURS & DAYS THIS VEHICLE WILL OPERATE IN VILLAGE \_\_\_\_\_

LIST OR ATTACH ROUTE IN VILLAGE OR STATE ROLL-OFF AS NEEDED

**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 <b>Incorporated Village of Valley Stream</b>

**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.

**Incorporated Village of Valley Stream**  
**Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors**  
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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 3<sup>rd</sup> 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.

**Incorporated Village of Valley Stream**  
**Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors**  
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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	<b>Incorporated Village of Valley Stream</b> , 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)