



INCORPORATED VILLAGE OF
Roslyn Harbor

FENCE PERMIT REQUIREMENTS

Permit does not confer any approval or right to disregard any property covenant or a condominium/homeowners association restriction.

In no event shall any fence be placed or maintained in a location relative to a public or private street, alley, driveway or other means of egress such that the sight of oncoming vehicular or pedestrian traffic is impaired for users of such means of ingress and egress.

All fences must be installed in accordance with Village Zoning Code Section 275-18.

Finished side of any fence shall face outward. *Village Zoning Code 275-18C #4 & 5 States: "No wall, fence or other structure shall be erected or altered, and no hedge, tree, shrub or other growth shall be planted or maintained on any lot which may obscure the view on a street or at the intersection of streets endangering lives or property of the users thereof. All fences shall exhibit the finished, unbroken or non-post side toward the adjoining property. No supports, posts or bracing shall be placed on the side of the fence facing adjoining property."*

- The application expires after sixty (60) days from date of Building Department Issuance.
- Permit Card must be posted in a visible location to the street and must remain posted until final Village inspection approval.
- Application with two (2) copies of an up to date survey indicating in red the location of the proposed fence (use symbols xxx). Indicate distances and height above ground level.
- Copy of Consumer Affairs License
- Certificates of Insurance for:
 - General Liability naming the Village of Roslyn Harbor as **ADDITIONAL INSURED** (*ACORD form*)
 - Workers Compensation and Disability (*form U-26.3 or C-105.2 are acceptable for those with employees; form CE-200 is acceptable for applicants with no employees and can be obtained from the NYS Workers' Compensation Board at 175 Fulton Ave., Hempstead, NY 866-805-3630*). **The ACORD form cannot be used as proof of Worker's Compensation.**
- Indemnification/Hold Harmless Agreement
- An As-Built Survey may be required for property line fences.

I have read and understand the above Fence Permit Requirements including rules and regulations:

Owner's Name (Print)

Signature

Date



Roslyn Harbor

500 MOTTS OVE ROAD SOUTH, ROSLYN HARBOR, NY 11576

TEL # (516) 621-0368 FAX # (516) 621-1803

WWW.ROSLYNHARBOR.ORG

FENCE PERMIT APPLICATION

PERMIT NO: _____ DATE: _____ FEE \$ _____

C of O NO: _____ DATE: _____

Owner's Name: _____

Address: _____ Section: _____ Block: _____ Lot (s): _____ Zone: _____

Phone: _____ Email: _____

Applicant's Name (If Other than Owner): _____

Address: _____

Phone: _____ Email: _____

PROPOSED FENCE

Height: _____ Running Length: _____ Installation: _____ Any tree removal? Yes ___ No ___

(New, Extension, Repair, Replacement)

Electric: Yes ___ No ___ Is fence part of a pool enclosure? Yes ___ No ___ Cost of Construction \$ _____

Description (Material Style/Location/Purpose): _____

Contractor: _____ Phone: _____

Address: _____ Email: _____

- ON 2 COPIES OF AN UP TO DATE SURVEY INDICATE IN RED THE LOCATION OF THE PROPOSED FENCE (use symbols XXX). INDICATE DISTANCES AND HEIGHT ABOVE GROUND LEVEL.
- NEW YORK 811: BY LAW YOU MUST CONTACT 811 AT LEAST 2 FULL BUSINESS DAYS PRIOR TO DIGGING

Notice and Disclaimer

It is the responsibility of both the property owner and fence installer to ensure that fence installation is accurately installed on the subject property and does not encroach upon any adjoining property or public right-of way. It is recommended that the fence location be staked out by a surveyor before installation. The Village of Roslyn Harbor expressly disclaims any liability for improper fence installation, property encroachment or any property dispute that may arise from fence installation. Fences installed in utility easements may be subject to removal by utility companies performing work. In such cases, any fence replacement is the responsibility of the owner.

I have read the above disclaimer and hereby acknowledge my responsibility to ensure that fence installation does not encroach upon the public right-of-way or an adjoining property. I understand the Village fence regulations and inspection requirements, attest that I will comply with these requirements and hereby apply for a Village fence permit.

Owner's Name (Print) _____ Signature _____ Date _____

Applicant's Name (Print) _____ Signature _____ Date _____

SUBSCRIBED AND SWORN TO BEFORE ME ON

THIS _____ DAY OF _____, 20 _____

NOTARY PUBLIC

FOR VILLAGE USE ONLY

BUILDING INSPECTOR APPROVAL

Signed: _____

Date: _____

APPLICANT MUST BE IN GOOD STANDING WITH THE VILLAGE OFFICE BEFORE A PERMIT OR C of O WILL BE ISSUED



INCORPORATED VILLAGE OF
Roslyn Harbor

AFFIDAVIT OF PROPERTY OWNER

STATE OF NEW YORK) : SS
COUNTY OF NASSAU)

_____, being duly sworn, deposes and says that Applicant resides at _____, and is the owner of the property hereinbefore described and is the Applicant herein; that the statements contained in the foregoing Application and in any papers submitted herewith are in all respects true and complete to Deponent's knowledge, and hereby authorizes _____ with address at _____ as his agent to make this application and to enter into agreements with respect to the subject property.

• ***If Corporate Applicant:***

Full Name of Corporation

Title

Address of Corporation

Owner's Signature

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

Notary Public

AFFIDAVIT OF APPLICANT DESIGNEE

STATE OF NEW YORK) : SS
COUNTY OF NASSAU)

(Applicant) _____, being duly sworn, deposes and says that he resides at _____; and that he is the _____ of the property herein described and is authorized by

(Architect, Engineer, Builder, Contractor)

the Owner to make the foregoing application and that the statements contained herein and in any papers submitted herewith are in all respects true and complete.

Applicant's Signature

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

Notary Public



INCORPORATED VILLAGE OF
Roslyn Harbor

DISCLOSURE AFFIDAVIT
GENERAL MUNICIPAL LAW SECTION 809
(Conflict of Interest Affidavit)

1. Every application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions of any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state officer or any officer or employee of such municipality or of a municipality of which such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.
2. For the purpose of this section an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them
 - (a) is the applicant, or
 - (b) is an officer, director, partner or employee of the applicant, or
 - (c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
 - (d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such application, petition or request.
3. In the county of Nassau the provisions of subdivisions one and two of this section shall also apply to a party officer. "Party officer" shall mean any person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision four of section two of the election law. 1
4. Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.
5. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

_____, being duly sworn, deposes and says

1. I am the _____ of the attached application.
(Owner, Contractor Vendee)
2. I make this affidavit for the purposes of complying with the requirements for the General Law Municipal Law Section 809.
3. No state officer of the State of New York, and no officer or employee of the County of Nassau, Town of North Hempstead, Town of Oyster Bay, or the Village of Roslyn Harbor has any interest in the person, partnership or association making the application to which is attached.

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

NOTARY PUBLIC

Signature

Date



**BUILDING PERMIT
RESIDENTIAL PROPERTY
DEPARTMENT OF ASSESSMENT
NASSAU COUNTY**

240 Old Country Road, Mineola, NY 11501

TOWN - CITY - VILLAGE OF: _____

NBHD# (ASSESSOR USE ONLY)

DATE REC'D (ASSESSOR USE ONLY)

SECTION	BLOCK	LOT (S)	SCH DIST #	PERMIT #	SPECIFIC ZONING DESIGNATION
Location of Building		N.E.S.W. SIDE OF (OR CORNER OF)		N.E.S.W. SIDE OF	
ADDRESS OF PROPERTY				Check one	NAME OF BUSINESS
CITY, TOWN, VILLAGE			ZIP	CONTACT PERSON/OWNER	
ESTIMATED COST OF CONSTRUCTION:				☐ OWNER OR ☐ LESSEE	ADDRESS
					CITY, STATE, ZIP
WORK MUST BEGIN BY		PRINCIPLE TYPE OF CONSTRUCTION		PHONE	
PERMIT EXP DATE		☐ STEEL		EMAIL	
LOT SIZE S.F.		☐ MASONRY		IF YOU WISH TO GROUP OR APPORTION LOTS PLEASE CALL 516-571-1500 FOR FURTHER INFORMATION	
# BLDGS ON LOT		☐ FRAME			
DETAILED DESCRIPTION OF WORK (PLEASE PRINT CLEARLY)					
*INCLUDING, BUT NOT LIMITED TO: LOCATION, TYPE AND DIMENSIONS OF IMPROVEMENT					
PERMIT TYPE - CHECK ALL ITEMS THAT APPLY				DOES RESIDENCE HAVE THE FOLLOWING	
☐ NEW BUILDING ☐ ADDITION (CHANGE IN S.F.) ☐ DEMOLITION ☐ ALTERATION (NO CHANGE IN S.F.) ☐ MAINTAIN (PRE-EXISTING) ☐ RECONSTRUCTION ☐ DECK, TERRACE, PORCH, CARPORT ☐ DORMERS ☐ OTHER _____ ☐ FIRE DAMAGE ☐ GARAGE/ OUT BUILDING ☐ HVAC ☐ PLUMBING ☐ RELOCATION ☐ REPLACEMENT ☐ SWIMMING POOL ☐ TENNIS COURT ☐ CHANGE IN USE				CENTRAL AIR YES ☐ NO ☐	
				FINISHED ATTIC YES ☐ NO ☐	
				BASEMENT FINISH	
				1/4 ☐ 1/2 ☐ 3/4 ☐ FULL ☐	
PROPOSED TOTAL PLUMBING FIXTURES					
FLOOR/FIXTURE	BASEMENT	1ST FLOOR	2ND FLOOR	3RD FLOOR	
BATHROOM SINK					
TOILET					
BATHTUB					
STALL SHOWER					
BIDET					
KITCHEN SINK					
WET BAR					
NUMBER OF EXISTING AND PROPOSED BATHS					
NUMBER OF EXISTING FULL BATHS			NUMBER OF PROPOSED FULL BATHS		
NUMBER OF EXISTING HALF BATHS			NUMBER OF PROPOSED HALF BATHS		
HALF BATH EQUALS TWO FIXTURES, FULL BATH EQUALS THREE OR MORE FIXTURES					
NEW C/O NEEDED		YES ☐	NO ☐		
VARIANCE OBTAINED		YES ☐	NO ☐		
CONSTRUCTION/RENOVATION IN EXCESS OF 50%		YES ☐	NO ☐		
SURVEY ENCLOSED		YES ☐	NO ☐		
PLEASE ATTACH ALL PERMITS & SURVEY IF AVAILABLE					
DATE OF GRANTING OF PERMIT _____				Signature of Applicant/Contact Person - Sign & Print	
SEPARATE APPLICATION SHALL BE MADE FOR EACH BUILDING				Address of Applicant/Contact Person _____ Telephone _____	
FIELD REPORT ON REVERSE					



INCORPORATED VILLAGE OF
Roslyn Harbor

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The Vendor/Contractor shall indemnify and hold harmless the Inc. Village of Roslyn Harbor, 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 subcontractors, agents, servants, or employees, including without limiting the generality of the foregoing, all liability, damages, loss, claims, attorneys, court and adjusting fees, demands and actions on account of personal injury, death or property loss to the Inc. Village of Roslyn Harbor 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 Roslyn Harbor. 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset NY 11791 INSURED NAME ADDRESS CITY NY ZIPCODE	CONTACT NAME: Nicole Morton PHONE (A/C, No, Ext): (516) 364-4044 FAX (A/C, No): (516) 364-5901 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: INSURANCE CARRIER NAME INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER: PERMIT SAMPLE

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☒ CONTRACTUAL LIABILITY	☒	POLICY #	EFF DATE	EXP DATE	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	☒ ANY AUTO	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS	☒ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				Y/N		E L EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below				N/A		E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PERMIT NAME:

PERMIT ADDRESS:

The Inc. Village of Roslyn Harbor and all appointed and elected officials, employees and volunteers are included as an additional insured using ISO form CG2026 or equivalent.

CERTIFICATE HOLDER

CANCELLATION

Inc. Village of Roslyn Harbor
500 Motts Cove Road South
Roslyn Harbor, NY 11576

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INS025 (201401)

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