



Date Submitted _____ File # EC 24-_____

Date Approved _____

BHVA Environmental Committee Exterior Project Application

1-August-2024 Form

Owner Name(s): _____

Owner's Primary Address: _____

Project Address:¹ _____

Approving HOA (other than BHVA): _____

Owner's Email: _____

Owner's Phone(s): Home _____ Work _____ Mobile _____

Application Instructions:

- 1) Reference the Environmental Committee Rules and Regulations (ECRR) Updated August 1, 2024 available at bristolharborvillage.org, to review the process, rules and guidelines, as well as the documentation requirements related to the submission of requests.
- 2) Applicants living in BHVA areas that have their own Street HOA require approval from both that association and the BHVA EC. This completed BHVA Application Form may be submitted to your HOA if applicable, then to the BHVA EC.
- 3) Complete and sign this Application, including supporting documents and Hold Harmless Agreement, and forward to:

In Person or Mail: Bristol Harbour Village Association c/o Kenrick Corporation
 30 Golfside Circle Canandaigua, NY 14424
 or:
 Email: achristoff@kenrickfirst.com

If submitting this Application via Email, please attach all required artifacts in electronic format i.e. scanned, screen shots, .pdf, Word Documents, etc. to your Application

I (We) hereby request approval of the BHVA Environmental Committee (EC) for the Project described below:

Type of Project: (Note: Only Projects that affect the exterior of a property require EC Approval)

<input type="checkbox"/> a. Air Conditioners (window mount)	<input type="checkbox"/> v. House Numbers	<input type="checkbox"/> qq. Structure Other Than Main House
<input type="checkbox"/> b. Antennas, Sat Dishes, Ext Wiring	<input type="checkbox"/> w. Invisible Fences	<input type="checkbox"/> rr. Swimming Pools
<input type="checkbox"/> c. Attic Ventilators	<input type="checkbox"/> x. Landscaping	<input type="checkbox"/> ss. Temporary Uses
<input type="checkbox"/> d. Barbeques	<input type="checkbox"/> y. Lighting	<input type="checkbox"/> tt. Dumpsters and Storage Containers
<input type="checkbox"/> e. Bulk Materials	<input type="checkbox"/> z. Lumber	<input type="checkbox"/> uu. Trees
<input type="checkbox"/> f. Chemicals, Pesticides	<input type="checkbox"/> aa. Machinery	<input type="checkbox"/> vv. Vegetable Gardens
<input type="checkbox"/> g. Chimneys, Flues	<input type="checkbox"/> bb. Mailboxes	<input type="checkbox"/> ww. Windows and Doors
<input type="checkbox"/> h. Clotheslines	<input type="checkbox"/> cc. Painting, Staining, Color Scheme	<input type="checkbox"/> xx. Window Treatments
<input type="checkbox"/> i. Common Areas	<input type="checkbox"/> dd. Patios, Hardscaping	
<input type="checkbox"/> j. Decks	<input type="checkbox"/> ee. Poles	
<input type="checkbox"/> k. Dog Houses & Runs (not permitted)	<input type="checkbox"/> ff. Porches	
<input type="checkbox"/> l. Drainage, Grading, Gutters, Downspouts	<input type="checkbox"/> gg. Radon Mitigation Systems	
<input type="checkbox"/> m. Driveways	<input type="checkbox"/> hh. Recreation, Play Equipment	
<input type="checkbox"/> n. Enclosures	<input type="checkbox"/> ii. Retaining Walls	
<input type="checkbox"/> o. Excavation	<input type="checkbox"/> jj. Roofs	
<input type="checkbox"/> p. Fences	<input type="checkbox"/> kk. Satellite Dishes	
<input type="checkbox"/> q. Fire Pits, Outdoor Fireplaces	<input type="checkbox"/> ll. Sewage and Chemicals	
<input type="checkbox"/> r. Garages	<input type="checkbox"/> mm. Shutters	
<input type="checkbox"/> s. Gardens	<input type="checkbox"/> nn. Signs	
<input type="checkbox"/> t. Gutters, Downspouts	<input type="checkbox"/> oo. Size of Structures	
<input type="checkbox"/> u. Hot Tubs, Jacuzzis, Whirlpools	<input type="checkbox"/> pp. Solar Panels	<input type="checkbox"/> Other (<u>attach description</u>)

¹ n/a if Project Address is the same as the Owner's Primary Address



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Project Description (attach separate sheet(s) if necessary):

Estimated Project Duration Dates: Start _____ Completion _____

Contractor 1 Name: _____ **Sole Proprietor** Yes No

Business Address: _____ **Phone:** _____

Contractor 2 Name: _____ **Sole Proprietor** Yes No

Business Address: _____ **Phone:** _____

Contractor Requirements – See below for Sole Proprietors (no Employees) or Contractors with Employees and/or Helpers:

Sole Proprietors: Submit executed Hold Harmless Agreement and Insurance Certificate(s) compliant with the Agreement

Contractors with Employees and/or Helpers: Submit executed Hold Harmless Agreement, Workmen’s Compensation Certificate and Insurance Certificate(s) compliant with the Agreement

Attach Applicable Documents (if not checked, Applicant deems the Document to be Not Applicable, *however the BHVA EC may require submission of additional documents/artifacts before approving*):

- Site map, preferably overlaid on a Survey Map or Tax Map, with existing and proposed structures and/or Project footprint outlined
- Proposed landscaping feature changes/alterations; drainage plan required if Project will affect drainage
- Adjacent property lines (if within 5 feet of the Project) staked out or paint lined on property
- Architectural renderings, photos, square footage, setbacks, maximum height(s)
- Samples or photos of exterior materials including colors, exterior lighting, tree removal and/or replacement
- Written comments from neighbors (**ONLY if required by the BHVA EC or Applicable Street HOA**)
- Owner certifies they will obtain all Required Permits² or Owner certifies that no Permits are required

I am responsible for and acknowledge BHVA’s authority enforce the following Conditions of Project Approval³:

- I agree to promptly address any Violations of BHVA Regulations brought to my attention by the Management Company during Project performance.
- I agree that my Contractor(s) and I shall comply with all applicable BHVA and EC Rules and Regulations.
- I agree that I as well as my Contractor(s) shall comply with all Conditions of Approval incorporated in this Agreement.
- I agree to complete the Project according to approved plans and to perform only the work approved by the BHVA EC documented in this application.
- I agree that if unapproved work is performed, the BHVA EC reserves the right to require removal of unapproved modifications at the owner’s expense.
- I agree that should any work violate applicable BHVA, BHVA EC or Street HOA rules, approval may be withdrawn, and all work must stop.
- I agree that all non-Project areas affected by the Project’s construction shall be restored to their original pre-construction condition.
- I agree that all work shall be completed no later than the Completion Date stated above in this application.
- I agree to request approval from the Management Company should the Project timeline change.
- I agree that BHVA has the right to make a final inspection of the completed Project.

Owner’s Signature(s): _____ **Date:** _____

Street HOA Approval (if applicable, attach email approval): n/a Andrews Lakewood Lochcrest Terrace

BHVA Environmental Committee Approval⁴: APPROVED APPROVED WITH CONDITIONS NOT APPROVED

BHVA EC Approval Signature: _____ **Date:** _____

² Permits cannot be issued until the BHVA EC approves the Application.

³ I understand that BHVA has the right to assess and enforce penalties for any and all non-compliances with this Agreement.

⁴ If EC Approves Conditionally, see EC Attachment for Conditions; if Not Approved, see EC Attachment for Rejection Rationale.



BHVA EC Project HOLD HARMLESS AGREEMENT

WHEREAS, Bristol Harbour Village Association, Inc. (“BHVA”) is the governing association for the Bristol Harbour Village, and is located at 30 Golfside Cir., Canandaigua, NY 14424;

WHEREAS, Contractor desires to perform work for an Owner on property that is located within the Bristol Harbour Village (“BHV”) community;

WHEREAS, Contractor and Owner acknowledge that construction activity within BHV is subject to BHVA rules and regulations, promulgated from time to time for the benefit of all the members of BHVA; and

WHEREAS, Contractor and Owner acknowledge and agree to the following terms for the performance of work on property located within BHV, in addition to the other BHVA rules and regulations.

NOW THEREFORE, it is hereby agreed as follows:

1. **Licenses and Insurance.** Contractor represents and agrees that it shall maintain any professional and/or trade licenses required by any applicable law for the work to be performed on the property. Contractor represents and agrees that it shall obtain and maintain sufficient liability insurance and, if required by applicable law, worker’s compensation insurance, for its business, with at least the following minimum coverage:
 - (i) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
 - (ii) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) each occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate with respect to each of contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the contractor providing services to the Owner under this contract.
 - (iii) For general contractors, Professional/Contractor Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
 - (iv) BHVA may request to be added as an additional insured on any policy referenced above, at the discretion of its Environmental Committee. BHVA reserves the right to request and receive a certified copy of any policy and any endorsement thereto. BHVA may also request that other affected homeowner’s association(s) and adjoining property owners be included as additional



insured.

2. **Protection of Persons and Property; Indemnification.** Contractor and Owner will maintain and supervise appropriate safety precautions while performing work on the property and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor and Owner are responsible to BHVA for any damage caused by Contractor, Owner, and any employee, contractor or subcontractor, supplier, or any representative thereof, to any BHVA property or any private property within the BHV. Contractor and Owner shall be responsible for and shall indemnify, defend, and hold harmless BHVA and BHV for any expenses, damages, claims, losses, liabilities, or charges, including without limitation any attorney’s fees, incurred by BHVA or BHV, caused by or resulting from any action or omission of Contractor, Owner(s) or any employee, contractor, subcontractor, supplier, or any representative thereof.

3. **Miscellaneous.** No action on the part of BHVA will be construed as a waiver of any of the terms hereof or any of its rules and regulations or governing documents. This agreement is subject to the laws of the state of New York and any action to enforce it shall be brought in a court proper jurisdiction in Ontario County, New York. This agreement is not assignable without prior written approval of the BHVA. The rights and remedies available under this contract shall be in addition to any rights and remedies allowed by law. This agreement may not be modified except for a writing signed by the parties. If any provision hereof is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions, and such remaining provisions shall be fully severable. Notices shall be effective if sent to the Owner’s address, listed above, by certified mail.

WHEREFORE, the parties, for valuable consideration, agree to be bound by the foregoing terms and condition, and hereby execute this Agreement:

Owner’s Signature and Date	BHVA EC Chair’s Signature and Date
Owner’s Printed Name	Virginia A. Lalka BHVA EC Chair Printed Name
Owner’s Primary Address	BHVA Project Address (n/a if same as Owner’s Primary Address)
Contractor 1 Signature and Date	Contractor 2 Signature and Date
Contractor 1 Printed Name	Contractor 2 Printed Name
Contractor 1 Business Address	Contractor 2 Business Address

CERTIFICATE OF LIABILITY INSURANCE (Example)

DATE
MM/DD/YYYY

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 have ADDITIONAL INSURED provisions or 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).

INSURANCE AGENCY (PRODUCER)	INSURANCE AGENCY INFORMATION	
Name and Address of the Insurance Agency This is the seller of the Policy(ies), not the Insurer Insurers are listed to the right	CONTACT NAME: P&C at the Insurance Agency for Policy Service	
	PHONE: Insurance Agency phone number	
	E-MAIL ADDRESS: Insurance Agency Email	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Name and Address of the Contractor performing the work	INSURER A: Name of the Company that wrote the Policy	NNNNN
	INSURER B: Additional Insurer(s) (if applicable)	NNNNN
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			C051998804	1/10/2021	1/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			V050729904	1/10/2021	1/10/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			C070141804	1/10/2021	1/10/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE \$ NOTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ 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)
Evidence of Insurance in Force

Additional Certificate Holder information may be found here as well as below

CERTIFICATE HOLDER

Name and BHV Project Address of this Certificate Holder.
The policies must be endorsed and Certificates issued to these ADDITIONAL INSURED Parties:

- Bristol Harbour Village Association
- Street HOA (if applicable)
- Owners of adjacent properties (if applicable)

NOTE: This Certificate confers no rights upon the Certificate Holder. If the Certificate Holder is an ADDITIONAL INSURED party, all policy(ies) listed above must have ADDITIONAL INSURED provisions or be endorsed.

CANCELLATION

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

Signature of the Insurer's Authorized Representative

EXAMPLE Project Footprint Map



These maps can be found for your property on the Ontario County Tax Map System ONCOR:

<https://oncorng.co.ontario.ny.us/Html5Viewer/index.html?viewer=oncor.OnCOR> HTML5

Should be included if an exterior modification Project Footprint has the potential of being near an adjacent property. A sketch showing the Project Footprint, existing structures and property lines is sufficient as well.