

Village of Monticello
 2 Pleasant Street
 Monticello, NY 12701
 Ph: (845)794-6130
 Fax: (845)794-2327

APPLICATION FOR A VARIANCE

Zoning Board Fees:

Basic Application Fee: \$300.00

Escrow Fee: \$1,000.00 due at time of application submission

Clean Search of Violations must be submitted with your application from the Building Dept

The Village of Monticello Zoning Board of Appeals meets as needed. There is no monthly meeting schedule unless otherwise noticed by the Village Clerk. Once an application is received by the Village Clerk and all necessary fees are paid, a meeting date is set and all applicants are notified by the Village Clerk. Thank you.

Property Location: Section: _____ Block: _____ Lot(s): _____

Zoning District: _____

Street Address of Proposed Project: _____

Current Property Owners: _____

Address: _____

Contact Phone: (_____) _____
Street/PO Box City State Zip

Are you the current owner of this property? Yes No

Name of Person(s) filling out application: _____

Phone number: (_____) _____

Relation to project: _____

Who will appear before the Zoning Board of Appeals and receive all notices:

Check one only:

Owner Agent Attorney Engineer Surveyor Other

Please note: If you are not the owner of the property please submit a notarized letter from the property owner giving you permission to make decisions and changes in regards to their property. This letter *must* be submitted at the time of application.

NATURE OF VARIANCE: AREA VARIANCE USE VARIANCE

AREA VARIANCE and USE VARIANCE INTERPRETATION OF THE CODE

Village Code Section(s) applicable to property from which variance is sought:

Attach a plan of the subject premises drawn to scale showing the following:

1. Name of record owner(s) of premises and of all adjoining properties
2. Location of existing structures
3. Location of proposed structures
4. Location of all existing and proposed streets or highways and other information pertinent to this application

Reason(s) for request:

1. The strict application of the provisions of the Zoning Law set forth above would result in practical difficulties or unnecessary hardship inconsistent with the general purposes and intent of the Village of Monticello Zoning Law because:

2. The exceptional and/or extraordinary circumstances or conditions applying to the property involved, or to the intended use or development of the property that do not apply generally to other properties or uses in the same Zoning District or neighborhood are:

3. The granting of such variance will not be a substantial detriment to the public interest or to the property or improvements in such district in which the variance is sought and not materially impair the purpose of the Village of Monticello Zoning Law because:

Please be advised:

In compliance with the Village of Monticello Zoning Ordinance, once the application is accepted by the Zoning Board of Appeals and the Zoning Board sets a Public Hearing date, applicants are required to notify all property owners within 300ft of the above described property by certified mail, return receipt requested, giving notification of said hearing, stating the purpose, date, time and place. Proof of mailing must be submitted to the Chairman at the time of the hearing.

The undersigned hereby requests approval by the Zoning Board of the above identified application.

THE SIGNING OF THIS APPLICATION INDICATES YOUR KNOWLEDGE OF AND RESPONSIBILITY FOR PAYMENT OF ANY APPLICATION FEES AND ESCROW ACCOUNT FOR PROFESSIONAL

SERVICES INCURRED BY THE ZONING BOARD IN REVIEW OF THIS APPLICATION, SUCH AS PLANNER, CONSULTANT, ENGINEER, LEGAL, PUBLIC HEARING, AND/OR SITE INSPECTIONS.

Please note: All applicable forms attached must be filled out in their entirety before your application can be submitted to the Village Clerk.

Signature: _____

Title: _____ Date: _____

STATE OF NEW YORK
COUNTY OF SULLIVAN

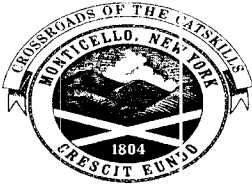
On the _____ day of _____ in the year of _____ before me came _____ to me known to be the individual(s) described in and who executed the foregoing application for a variance and acknowledged that (that) (he) executed the same.

Notary Public

*****Do Not Write Below This Line*****

FOR OFFICE USE ONLY

Date Paid: _____	Amount Paid: _____	Cash <input type="checkbox"/>	Check <input type="checkbox"/>	No. _____
Clerk Initials: _____	7 Maps of Project Submitted with Application <input type="checkbox"/>			



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Owner's Proxy for Planning/Zoning Board Applications

To: Planning Board _____
Zoning Board of Appeals _____

Date: _____

Owner's Name: _____

Property Address: _____

Section: _____ Block: _____ Lot: _____

_____deposes and says he/she resides at
(Owner's Name-Please Print)

_____ in the County of _____

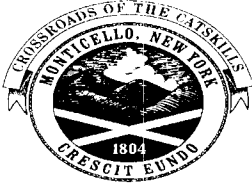
and State of _____and that he/she is the owner of the premises

described in the foregoing application and that he/she has authorized

_____ to make the forgoing application on his/her

behalf as described above.

Owner's Signature



VILLAGE OF MONTICELLO

ESCROW, HOLD HARMLESS & INSURANCE AGREEMENT

AGREEMENT dated _____, 201_, by and between:

VILLAGE OF MONTICELLO
Monticello Village Hall
2 Pleasant Street,
Monticello, New York 12701

“Village”

and

“Applicant”

WHEREAS, Applicant has presented a building permit, site plan or zoning application, to the Village for a project located at _____

(include SBL), the “Project” and that Village, in connection with review of the building permit, site plan or zoning application, amendments and construction pursuant thereto, may refer the application to such engineering planning, environmental or other technical consultants including attorney and code enforcement officer as the Village shall deem reasonably necessary to enable review of such application or construction as required by law. The charges made by such consultants shall be in accord with such charges usually made for such services in Sullivan County pursuant to agreement between the Village and such consultant for the cost of each such consultant for services which shall be paid from the Escrow established pursuant to this agreement.

1. Escrow Provision. Applicant agrees to establish and escrow in the initial amount of \$_____ with the Village from which the consultants fees will be paid. The escrow will be separately accounted for, will not bear interest, and will be replenished, if its balance falls below 25% of the initial escrow, upon notification by the Village in increments of up to 50% of the original escrow within 10 days of request by Village. Any additional sums needed to pay the Village's consultants shall be paid prior to final action on the application and issuance of certificates of compliance and certificates of occupancy. The Village may suspend processing the application and any required inspections if there is a deficiency in the escrow. The applicant shall be entitled to examine the escrow billing (unless containing confidential information, which such confidential information shall be

redacted) and payment records upon written notice to the village. In the event of a dispute, such dispute shall be governed by the Village Taxpayer Protection Act Local Law No. 6-2012 Paragraph 4. Any unused escrow amounts will be returned to the Applicant within 60 days of final approval or issuance of Certificate of Occupancy or Compliance.

2. Hold Harmless Provision. The Applicant hereby releases the Village from, agrees that the Village shall not be liable for, and agrees to indemnify, defend and hold the Village and its board, elected officials, employees, members, agents, representatives, their respective successors and assigns and personal representatives harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Project or breach by the Applicant of this Agreement or (ii) liability arising from or expense incurred by the Village municipal oversight and approval of building permits, inspections and issuance of certificates of compliance and/or certificates of occupancy pertaining to constructing, reconstructing, renovating, rehabilitating, installing, equipping and leasing of the Project, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expense, incurred in defending any suits or actions which may arise as a result of any of the foregoing including any legal challenges to the Project by third parties, taxpayers or otherwise. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Village, or its board, elected officials, officers, employees, members, agents (except the Applicant), and representatives, their respective successors and assigns and personal representatives and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Village or any other person or entity to be indemnified.

3. Insurance Required. Effective as of the date hereof and until the Village consents in writing to a termination, the Applicant shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Applicant.

(b) Worker's compensation insurance, disability benefits insurance, and each other form of insurance which the Village or the Applicant is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Applicant who are located at or assigned to the Project.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Applicant by any applicable Worker's Compensation Law; and a blanket excess liability policy in the amount not less than \$2,000,000, protecting the Applicant against any loss or liability or

damage for personal injury or property damage.

4. Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3(a) hereof shall name the Village as a named insured and all other insurance required by Section 3 shall name the Village as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Applicant (and reasonably satisfactory to the Village) and authorized to write such insurance in the State. Such insurance may be written with deductible amounts not exceeding \$2,500.00. All policies evidencing such insurance shall provide for (i) payment of the losses of the Applicant and the Village as their respective interest may appear, and (ii) at least thirty (30) days written notice of the cancellation thereof to the Applicant and the Village.

(b) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Village on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, the Applicant shall furnish the Village evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties on the dates indicated opposite their respective names.

VILLAGE OF MONTICELLO

Dated: _____, 201__

By: Janine Gandy-McKinney, Village Clerk/Planning/Zoning

APPLICANT

Dated: _____, 201__

Applicant Name: _____

By:

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:		Telephone:		
		E-Mail:		
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO	YES
			<input type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO	YES
			<input type="checkbox"/>	<input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ acres		
b. Total acreage to be physically disturbed?		_____ acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ acres		
4. Check all land uses that occur on, adjoining and near the proposed action.				
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)				
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____				
<input type="checkbox"/> Parkland				

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: _____ Date: _____ Signature: _____		