



SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS

P.O. Box 6100, Hauppauge, NY 11788-0099 (631) 853-4600 FAX (631) 853-4825

HOME IMPROVEMENT LICENSE INFORMATION

Suffolk County Home Improvement Licenses are not valid in the Townships of Southampton, East Hampton and Shelter Island. Please check with all other townships and municipalities for their license requirements.

WRITTEN EXAMINATION

Suffolk County Code requires that all applicants for a home improvement license pass a written examination on the content of Suffolk County Code Chapter 563 and New York State (NYS) General Business Law.

This test will be waived if you have previously held a Home Improvement License that was issued after January 1987.

A copy of Suffolk County Code Chapter 563 as well as Article 36-A of the NYS General Business Law is attached. The questions on the examination will be in a true/false or multiple choice format. If you are in the "chimney" industry, you will also be tested on questions pertaining to the chimney sweep profession.

An application for a Suffolk County Home Improvement Contractor's License requires a non-refundable application fee of two-hundred dollars (\$200.00). Applicants who fail the initial examination may take a second one without additional charge within 90 days of the filing of the original application. If an applicant fails the examination a second time, the applicant must submit a new application with a \$25.00 non-refundable application fee.

If your application is processed, you will receive written notification of the date and time of your examination.

**INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED
ALL PAPERWORK MUST BE COMPLETELY FILLED OUT**

APPLICATION INSTRUCTIONS

1. Application must be filled out completely on both sides.
2. Attach a current passport photo to the application.
3. Complete and sign the attached affirmation. Note that you must choose between (A) or (B) in the first paragraph.
4. Attach the following to the application:
 - A) If incorporated, please provide a copy of New York State filing receipt.

OR

B) If you are a d/b/a, please provide a d/b/a Certificate (Available from the Suffolk County Clerk's Office in Riverhead at (631) 852-2000.

AND

- C) Copy of NYS driver's license or NYSDMV non-driver photo I.D.
5. If you use any regulated chemicals or pesticides, you must submit proof of NYS Department of Environmental Conservation Certificate. If you have any questions regarding these requirements, call the DEC at (631) 444-0340.

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6. If you intend to apply any fertilizer product(s), you will be asked to provide a *Suffolk County Nitrogen Fertilizer Turf Management Course Certificate of Completion*. If you have any questions about approved course offerings, or the nitrogen fertilizer reduction law, you may call (631) 853-4412.
7. Submit a non-refundable two hundred dollar (\$200.00) application fee by check made payable to **Suffolk County Consumer Affairs**. There is a one hundred dollar (\$100.00) fee for the Home Improvement Contractor's Restitution fund. The license fee is (\$200.00) per year. Once your application has been approved and you have passed the written test, you will be asked to submit a check or money order for five hundred dollars (\$500.00) for the required two-year license and Restitution fund.
8. Submit a certificate of liability and property damage insurance in the minimum amount of five hundred thousand dollars (\$500,000.00) combined single limit:

General Liability: Bodily Injury

Combined Single Limit \$500,000.00 minimum per occurrence,
\$100,000.00 per person, \$300,000.00 each occurrence and aggregate

Property Damage

\$50,000.00 each occurrence and aggregate

Note: Any Home Improvement Contractor who is performing home raising/elevating services shall obtain insurance coverage for those services, which coverage shall include a riggers liability extension endorsement or similar endorsement to insure against damage to a homeowner's movable and immovable property. The amount of insurance coverage required shall be a minimum of \$500,000 per occurrence, including bodily injury, property damage and contractual liability, with an aggregate limit of at least \$2,000,000.

Cancellation Notice: The certificate shall contain a statement that in the event the insurance is either cancelled, not renewed or materially changed, fifteen (15) days prior written notice shall be given to the

Suffolk County Department of Labor, Licensing, & Consumer Affairs

P.O. Box 6100, Hauppauge, NY 11788-0099

FAX (631) 853-4825

Description of Operations: Must be completed and match your designation. (i.e. carpentry)

9. A certificate of Worker's Compensation as required by New York State Law. If you have any questions regarding Worker's Compensation, please call 1 (866) 681-5354.
10. Applicant Background must be completed and signed. If you answer YES to any of the questions, you must provide a detailed explanation as well as any pertinent documentation. No application can be accepted without banking information (#15). This information must match your check. You may provide a voided matching check or a copy of your bank statement.

For information regarding this application procedure, contact Licensing at (631) 853-4604

YOU MUST PROVIDE US WITH A NEW YORK STATE ADDRESS!



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APPLICATION FOR HOME IMPROVEMENT LICENSE

Please Print – Answer All Questions

APPLICANT'S NAME: LAST _____ FIRST _____ M.I. _____

DATE OF BIRTH: ____/____/____ SOCIAL SECURITY #: _____

Privacy Act Statement

Pursuant to the Federal Privacy Act of 1974, as amended, the disclosure of Social Security numbers for applicants is mandatory and is required by 42 USCS § 666(a)(13), New York State General Obligation Law § 3-503, and Suffolk County Law § 563.5 and/or SCC 239, and/or sec 275-3A, and/or SCC 313-18A, and/or SCC 361-3A and/or SCC 391, and/or SCC 460-5, and/or SCC 483. Such numbers disclosed on the application are requested for the administration of Title IV-D of the Social Security Act (Child Support Enforcement Act) and related provisions of State law. Such numbers will be used by the Department of Labor, Licensing, & Consumer Affairs to facilitate application processing and to maintain a uniform system of identifying applicants.

HOME STREET ADDRESS: _____

TOWN: _____ STATE: _____ ZIP: _____

HOME PHONE: _____ EMAIL: _____

CELL PHONE: _____ FAX: _____

BUSINESS NAME(S): _____

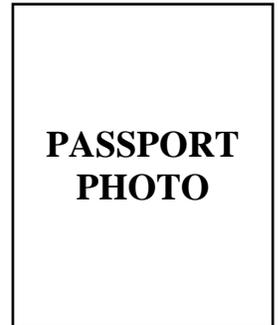
BUSINESS STREET ADDRESS: _____

TOWN: _____ STATE: _____ ZIP: _____

BUSINESS PHONE: _____ FAX: _____

EMAIL: _____

IMPORTANT! PLEASE NOTE THAT YOUR BUSINESS TELEPHONE NUMBER LISTED HERE WILL BE THE KEY NUMBER BY WHICH PEOPLE WILL BE ABLE TO SEARCH THE LABOR, LICENSING, & CONSUMER AFFAIRS WEBSITE TO DETERMINE WHETHER OR NOT YOU HAVE A VALID LICENSE. IT IS IMPERATIVE THAT YOU LIST THIS CORRECTLY AND THAT THIS BE THE NUMBER YOU USE ON YOUR BUSINESS CARDS, CONTRACTS, ADVERTISING, ETC.



Type Business

___ Corporation ___ Partnership ___ Sole Proprietorship ___ Other

1. Federal Tax ID No. _____

2. Worker's Compensation No. _____

3. NYS Sales Tax Registration No. _____

Do you subcontract your work? ___ Yes ___ No If yes, name & address of Subcontractor

Personal Reference (not related by blood or marriage)

Name: _____ Tel: _____

Address: _____

- 1. Each Home Improvement Business must be licensed. Each separate Business requires a separate license.
- 2. Licensed Home Improvement contractors do not need a salesperson's identification card.
- 3. Corporate Officers or partners other than applicants will require a salesperson's identification card.

THIS IS AN APPLICATION: NOT A LICENSE

List all additional business names and addresses in which you are principal officer: including location of all branches and separate offices. If "None", write none.

<u>Business</u>	<u>Address</u>	<u>Principal type of work</u>

List President, Vice President, Secretary and Treasurer, principal officers or partners. Include present position. If you are the only owner, list yourself for all four (4) positions. If you own a Limited Liability Corporation (LLC) all officers must be listed. If "None", write none.

<u>Name</u>	<u>Address</u>	<u>Position in Firm</u>

List all previous business or subsidiaries in which you were a principal officer, all other associated officers and present status of the business (i.e. defunct, bankrupt, sold, etc.) If "None", write none.

<u>Business Name</u>	<u>Address</u>	<u>Associated Officers</u>	<u>Present Status</u>

List name(s) of current employees, officers or partners who are now, or were, principal officers of any other companies engaged in the Home Improvement field during the past five (5) years. Include business name(s), address and dates of affiliation. Use additional sheets if necessary. If "None", write none.

Names and home addresses of all salespersons currently employed by your firm who are actively engaged in Suffolk County. If "None", write none.

Are you presently or have you ever been licensed in Suffolk County or any other municipality?

___ Yes ___ No

If Yes, Where: _____ License # _____ Type License _____

Expiration Date _____ If more than one, list _____

Remit application fee of \$200.00 (non-refundable) made payable to: Suffolk County Consumer Affairs

Sec. 175.35-Offering a false instrument for filing in the first degree:

A person is guilty of offering a false instrument for filing in the first degree when, knowing that a written instrument contains a false statement or false information, and with intent to defraud the state or any political subdivision thereof, he offers or presents it to a public office or public servant with the knowledge or belief that it will be filed with, registered or recorded in or otherwise become a part of the records of such public office or public servant.

Offering a false instrument for filing in the first degree is a class E felony.

L. 1965, c. 1030

Signed _____ Date _____

Steven Bellone
Suffolk County Executive



Frank Nardelli
Commissioner

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STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss:

AFFIRMATION

(Name) _____

(Company Name) _____

1. You must check either (A) or (B)

(A) I affirm that there have never been any judgments filed against the above named individual applicant or firm.

(B) I affirm that all judgments against me have been discharged, are being appealed, or being paid according to agreed scheduled payments with creditors and that there are no unsatisfied or unnegotiated judgments against either the above named individual applicant or firm.

2. I hereby acknowledge that I have been advised, and am fully aware, that Suffolk County Code Chapter 563 requires that any individual who negotiates or offers to negotiate a contract for the above named licensee with a consumer, or solicits or otherwise endeavors to procure a contract from a consumer on behalf of the above named licensee, whether or not such individual is an employee of the above named licensee, will first obtain an identification card from the Suffolk County Department of Labor, Licensing, & Consumer Affairs.

3. I certify that all contractors/sub-contractors will have in their possession a valid Suffolk County Occupational License as required by Suffolk County Code.

4. Briefly describe work to be performed:
Note: This must match the "Description of Operations" on your certificate of insurance

5. I understand that if I am a landscaper using fertilizers or pesticides, I must submit proof of NYS Department of Environmental Conservation Certificate.

6. I UNDERSTAND THAT A HOME IMPROVEMENT LICENSE DOES NOT ALLOW ME TO CONTRACT FOR HVAC WORK OTHER THAN DUCT WORK

Individual's Name and Title _____

Company Name _____

AFFIRMATION (To be completed by Applicant): I AFFIRM UNDER PENAL TIES OF THE PENAL LAW, THAT I PREPARED THIS APPLICATION AND THAT THE STATEMENTS CONTAINED HEREIN ARE, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE AND CORRECT AND THAT I HAVE NOT KNOWINGLY AND WILLFULLY MADE A FALSE STATEMENT OR GIVEN INFORMATION WHICH I KNOW TO BE FALSE IN CONNECTION HEREWITH.

COMPLIANCE AFFIRMATION: I understand the issuance of my license requires compliance with all laws applicable to my business. I understand that Title 8 USC I 324a makes the hiring of unauthorized aliens unlawful and imposes record keeping responsibilities if I am an employer. I am also obligated to pay taxes for employees I may have. I affirm I am now and have been in compliance with Title 8 USC1324a and I have paid/will pay all required payroll tax payments for any employee including Social Security, Medicare and State and Federal unemployment taxes. I AFFIRM THAT THE STATEMENTS ON THIS LICENSE APPLICATION ARE TRUE.

Signed _____ Date _____

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APPLICANT BACKGROUND INFORMATION

Your Name _____

YOU MUST ANSWER ALL OF THE FOLLOWING QUESTIONS AND SIGN THIS FORM. IF YOU ANSWER “YES” TO ANY OF THE QUESTIONS, PLEASE PROVIDE A DETAILED EXPLANATION ON A SEPARATE SHEET.

- (1) Have you ever been convicted of a crime or offense of any kind (other than traffic or parking violations) or entered a plea of guilty or nolo contendere? Y____ or N____

- (2) Are any criminal charges currently pending against you? Y____ or N____

- (3) Are you now, or were you ever on parole or probation? If YES, you MUST provide a letter of good standing from your parole/probation officer. Y____ or N____

- (4) Have you ever been the subject of any investigation by a federal, state or local agency (other than a routine background investigation for employment purposes)? Y____ or N____

- (5) Have you ever been cited for contempt of any court or legislative, civil or criminal investigative body or grand jury? Y____ or N____

- (6) Have you, or any business in which you are or were an owner, officer, director or partner, been the subject of any criminal or administrative investigation? Y____ or N____

- (7) Are there any liens or judgments against you or any business in which you are or were an owner, officer, director or partner? Y____ or N____

- (8) Were you, or any business in which you are or were an owner, officer, director or partner, ever involved in a bankruptcy proceeding? If yes, where and when _____ Y____ or N____

- (9) Are there any tax liens currently assessed or pending against you or any business in which you are or were an owner, officer, director or partner, or any real property in which you have a beneficial or legal interest? Y____ or N____

- (10) How long have you resided at your current address? ____ Yrs. ____ Mths.

- (11) Have you resided outside the State of New York for more than 180 days in the last calendar year? Y____ or N____

If so, please indicate below your out of state residence address:

- (12) Have you been conducting business under the present business name, and if so, where? _____ Y ___ or N ___
- (13) Do you own or have any interest in real property that has been cited for health, safety or environmental violations by federal, state or local authorities? Y ___ or N ___
- (14) Are you in arrears on any child support and/or maintenance obligations? Y ___ or N ___
- (15) Bank Accounts for this business:
 Bank Name & Location: _____
 Bank Account #: _____
 Date Opened: _____

NOTE: A LICENSE WILL NOT BE ISSUED WITHOUT A VALID BANK ACCOUNT.

- (16) Name of CPA, if any: _____
 Name of corporate attorney, if any: _____
- (17) Have you or any immediate family member ever been involved in a business which had a license issued by this Office? Yes ___ No ___ License # _____ Date Issued _____ Expiration Date _____
 Was this license suspended or revoked? Yes ___ No ___ Date Suspended _____ Date Revoked _____
- (18) Have you or any immediate family member ever been involved in a business which had a license issued by:
 New York City? Yes ___ No ___ License # _____ Date Issued _____ Expiration Date _____
 Was this license suspended or revoked? Yes ___ No ___ Date Suspended _____ Date Revoked _____
 Nassau County? Yes ___ No ___ License # _____ Date Issued _____ Expiration Date _____
 Was this license suspended or revoked? Yes ___ No ___ Date Suspended _____ Date Revoked _____
 Any other local municipalities?
 Yes ___ No ___ License # _____ Date Issued _____ Expiration Date _____
 Was this license suspended or revoked? Yes ___ No ___ Date Suspended _____ Date Revoked _____

NOTE: ALL ANSWERS AND RESPONSES WILL BE CHECKED AND VERIFIED VIA COMPUTER SEARCH AND OTHER INVESTIGATIVE METHODS.

AFFIRMATION (to be completed by Applicant): I AFFIRM UNDER PENALTIES OF THE PENAL LAW, THAT I PREPARED THIS APPLICATION AND THAT THE STATEMENTS CONTAINED HEREIN ARE, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE AND CORRECT AND THAT I HAVE NOT KNOWINGLY AND WILLFULLY MADE A FALSE STATEMENT OR GIVEN INFORMATION WHICH I KNOW TO BE FALSE IN CONNECTION HEREWITH.

Signed _____ Date _____

Suffolk County Law Regarding Licensed Occupations Home Improvement Test Study Guide

Chapter 563-LICENSED OCCUPATIONS

§ 563-1 Legislative Findings: The County Legislature hereby finds and determines that the health, safety and general welfare of the consumers of Suffolk County will be enhanced if provision is made for the licensing of persons engaged in the occupations regulated by this chapter.

§ 563-2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BUSINESS

Includes occupation, profession, trade, craft or any other calling for hire.

COMMISSIONER or DIRECTOR

The Commissioner of the Department of Consumer Affairs.

CONSUMER

An individual who buys or leases or agrees to buy or lease consumer goods or services or credit, including a co-guarantor or surety.

CONSUMER GOODS, SERVICES, CREDIT AND DEBTS

Those which are primarily for personal, household or family purposes.

CONTRACT

An oral or written agreement contained in one or more documents for the performance of work and includes all labor, goods and services.

DECEPTIVE TRADE PRACTICES

Any false, falsely disparaging or misleading oral or written statement, visual description, or other representation of any kind, which has the capacity, tendency or effect of deceiving or misleading consumers or the consuming public and is made in connection with a contract, preparation of or performance of a work estimate or invoice, in the extension of consumer credit, or in the collection of consumer debts. Deceptive trade practices include but are not limited to:

A. Representations that:

- (1)** Goods or services have sponsorship, approval, accessories, characteristics, uses, benefits, or quantities that they do not have.
- (2)** The seller has a sponsorship, approval, status, affiliation, or connection that he/she does not have.
- (3)** Goods are original or new if they are deteriorated, altered, reconditioned, reclaimed, or secondhand.
- (4)** Goods or services are of a particular standard, quality, grade, style, or model, if they are of another.

- B.** The use, in any oral or written representation, of exaggeration, innuendo or ambiguity as to a material fact.
- C.** Failure to state a material fact if such failure deceived or tends to deceive.
- D.** Disparaging the goods, services or business of another by false or misleading representations of material facts.
- E.** Offering goods or services without intent to sell them.
- F.** Offering goods or services without intent to supply reasonably expectable public demand, unless the offer disclosed the limitation.
- G.** Making false or misleading representations of fact concerning the reason for, existence of or amounts of price reductions, or the price in comparison to prices of competitors or one's own price at a past or future time.
- H.** Falsely stating that a consumer transaction involves consumer rights, remedies or obligations.
- I.** Falsely stating that services, replacements or repairs are needed.
- J.** Falsely stating the reasons for offering or supplying goods or services at sale or discount prices.
- K.** The failure by any person engaged in the delivery, pickup, inspection or repair of consumer goods and/or services in the home to keep an appointment to perform the delivery of consumer goods and/or services on the day agreed upon with the consumer unless the consumer has received written or verbal notice of delay or cancellation before the end of the preceding business day. This provision shall not apply to the sale or delivery of utility services, home improvement contractors working under a contract, requests by consumers for same-day emergency service, cancellations of appointments by the consumer, delays caused by the consumer or failures to keep an appointment caused by strike or natural disaster. If unexpected circumstances, such as a mechanical breakdown, preclude notification by the end of the preceding business day, then no violation shall occur if actual notice is given to the consumer as soon as practicably possible.

DEPARTMENT or OFFICE

The Department of Consumer Affairs.

ENGAGES

The undertaking, offering to undertake, solicitation or agreement to perform a contract.

LICENSEE

A person permitted to engage in a business licensed pursuant to the provisions of the appropriate article of this chapter.

PERSON

Includes the definition contained in § 37 of the General Construction Law of the State of New York, as well as an individual, partnership or other entity.

TEMPORARY LICENSE

A license issued to a person for a period of time to perform work in accordance with the conditions as specified by the Director, provided that the holder thereof pays the required license fee.

UNCONSCIONABLE TRADE PRACTICE

Any act or practice which unfairly takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer or which results in a gross disparity between the value received by a consumer and the price paid by the consumer. "Unconscionable trade practice" shall include any acts or practices which unfairly take advantage of a sudden disaster, such as hurricanes, tornadoes, flooding, blizzards, explosions, airplane crashes, earthquakes, nuclear war, radiological emergencies, war, civil unrest or disobedience or acts of God and comparable acts which result in gross disparity between the value received by a consumer and the price ordinarily paid by the consumer in the absence of one of these above occurrences. The existence of such a disaster shall be established, for the purposes of this chapter, by a written declaration by either the County Executive or a majority of the entire membership of the County Legislature. The Director shall initiate investigation of such unconscionable trade practices immediately after any one of the natural disasters or other acts of God described above.

§ 563-3 License required; provisions of other legislation not affected.

A. It is unlawful for any person, other than those exempt under the provisions of § 563-4, to engage in any business in the County regulated by this chapter without obtaining a license therefor from the Office in accordance with and subject to the provisions of this chapter.

B. A license issued pursuant to this chapter may not be construed to authorize the licensee to perform any work or engage in any business which is reserved to qualified licensees under separate provisions of state or local law or subsequent articles of this chapter.

§ 563-4 Exempt employees and operations.

The following are exempt employees or operations:

A. Employees of any federal, state or local government, or any agencies thereof, or of a state or local authority, as that term is defined in § 2 of the New York Public Authorities Law, provided that such employees are performing the work on behalf of a government entity or public authority. This exemption shall not apply to any work performed by a person, as that term is defined in this article, who is not an employee of any federal, state or local government or any agencies thereof or of a public authority even if such work is performed on behalf of or pursuant to an agreement with a governmental entity or public authority. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. IV).

B. Employees of and on behalf of any gas or electric corporation, waterworks corporation or telegraph and telephone corporation, provided that such employees are performing the work on behalf of a gas or electric corporation, waterworks corporation or telegraph and telephone corporation. This exemption shall not apply to any work performed by a person, as that term is defined in this article, who is not an employee of

a gas or electric corporation, waterworks corporation or telegraph or telephone corporation, even if such work is performed on behalf of or pursuant to an agreement with a gas or electric corporation, waterworks corporation or telegraph and telephone corporation.

C. Maintenance work by bona fide employees in an industrial, commercial, institutional or other such establishment within the building or property limits of the employer unless provided otherwise pursuant to this chapter or regulations promulgated hereunder.

§ 563-5 Application procedure; information required; qualifications; issuance of license.

A. All applications for licenses shall be submitted in writing on forms furnished by the Office and shall be accompanied by a nonrefundable application fee in the amount set forth in the appropriate article of this chapter.

B. The license application shall be filed by an actual owner or partner of a business and shall be signed under oath. Where a corporation is an applicant or a participant in an application, the application shall be signed under oath by an officer of such corporation.

C. All applications shall include the residence address of the individual who subscribes his name to the application.

D. The Director may require the names and residence addresses of any employees or officers of the applicant, in addition to any other information which he may deem advisable and proper.

E. Except as otherwise provided in this article, an individual applicant must be at least 18 years of age, of good character and financially responsible. A licensee must maintain good character standing and maintain financial responsibility during the term of the licensee's license(s) and/or certificate(s).

F. The Director shall investigate such applicant as to good character before he shall issue the applicant a license.

G. Applicants shall meet such further qualifications as may be prescribed by this article and any other appropriate article of this chapter.

H. The Office shall issue a license or temporary license to each applicant who has submitted satisfactory evidence of his qualifications and who has complied with all of the requirements of this article and any other appropriate article of this chapter.

I. No applicant for a license or license renewal shall have any outstanding judgment for child support against him or her, or be in arrears in child-support payments as determined by official court records or official government records, at the time an application is filed for such license or license renewal. If an applicant has such a judgment against him or her, or is in such arrears, but is current in payments on a judicially approved, or Child Support Enforcement Bureau sanctioned, payment schedule to pay off or reduce such judgment or arrears, then such individual shall not be deemed ineligible for a license or license renewal on the grounds of such judgment or arrears. At least 30 days prior to the expiration of a license, the Office shall send a written notice to a licensee informing said licensee of his or her obligation to comply with the provisions of this section pertaining to compliance with child-support obligations. If necessary, a second written notice shall be sent by the Office to a licensee 60 days after the license has lapsed, informing said licensee of his or her obligation to comply

with the provisions of this section pertaining to compliance with the child-support obligations. In addition, the County Department of Social Services, through its Child Support Enforcement Bureau, shall notify all current noncustodial parents of the obligations contained herein.

J. All license applications or renewals shall include a Federal Tax Identification Number or New York State Sales Tax Identification Number, as applicable. If such information is not provided, a license will not be issued.

K. All license applications shall include a representation by the applicant that he or she is in compliance with 8 U.S.C. § 1324a, with respect to the hiring of employees. If such representation is not made, a license shall not be issued. An applicant shall be obligated to continue to comply with the requirements of 8 U.S.C. § 1324a during the term of his or her license, and his or her failure to so comply, as determined by the Director after an investigation by the Suffolk County Department of Labor or based upon a finding of a federal court, agency or administrative law judge under the procedures set forth in 8 U.S.C. § 1324a, shall constitute grounds for the imposition of a fine or the suspension or revocation of a license or the denial of an application for the renewal of a license, in accordance with the applicable provisions of this chapter.

L. All applications shall include a representation by the applicant that he or she is making all required payroll tax payments for his or her employees, including Social Security taxes, Medicare taxes, and state and federal unemployment taxes. If such representation is not made, a license will not be issued. The applicant's failure to make required payroll tax payments during the term of his or her license, as determined by the Director after an investigation by the Suffolk County Department of Labor or based upon a finding of a federal or state court, administrative law judge, hearing officer, or agency of competent jurisdiction, shall constitute grounds for the imposition of a fine or the suspension or revocation of a license or the denial of an application for the renewal of a license, in accordance with the applicable provisions of this chapter.

§ 563-6 Term of licenses; renewal; conditions; display required.

A. All licenses, except temporary licenses, shall be for a period of two years from the date of issuance thereof at the discretion of the Office and shall expire on the last day of the 24th month of such issuance. Subsequent renewals shall be for periods of two years.

B. No license issued hereunder shall be assignable or transferable.

C. Failure to make application and pay the required fee for a license renewal prior to the expiration date of said license shall render the license null and void on the expiration date. Compliance with the provisions of this section shall entitle the licensee to the renewal of his license, provided that such license has not been suspended or revoked by the Director prior to the expiration date. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. IV).

D. If an individual licensee enters the Armed Forces of the United States, his license shall continue in force after the date of his entrance into the Armed Forces until six months after the date of termination of his first enlistment. If such licensee does not apply for renewal within this period, his license shall terminate without any notice or action by the Office.

E. The death of an individual who holds a valid license issued pursuant to this chapter shall terminate such license.

F. A license issued in the name of an individual may be assigned or transferred for the remainder of the license period to a partnership, corporation or other entity, provided that the individual holding such license is a general partner of such partnership, the owner of not less than 25% of the outstanding voting shares of such corporation or the holder of not less than a twenty-five-percent interest in any other entity at the time of the assignment or transfer. The application for such transfer or assignment must be accompanied by evidence satisfactory to the Director that the above set forth requirements have been satisfied. No assignment or transfer shall become effective until proper endorsement evidencing said transfer or assignment has been made on the face of the license by the Director and such license, so endorsed, has been returned to the assignee or transferee. All such endorsements shall be made by the payment of a fee of \$25.

G. A license issued pursuant to this chapter shall be conspicuously posted in the place of business of the licensee.

H. Each individual licensee shall, within seven business days after a change of control of ownership or of management, apply for the assignment or transfer of a license specified in Subsection F, or such license shall terminate. Every other licensee shall, within seven business days after a change of control in ownership or management, notify the Office in writing of such change.

I. No licensee shall authorize or permit the use of his license by or on behalf of any other person.

J. Each licensee shall, within seven business days after a change of address or trade name, notify the Office, in writing, of such change.

K. A licensee may utilize his license for more than one entity in the same business with the issuance of a supplementary license pursuant to the provisions of § 563-7B, provided that the licensee holds more than a fifty-percent interest in each additional entity to be so licensed. Evidence satisfactory to the Director must accompany the application for such supplementary license.

L. A licensee who determines not to engage in the business regulated herein may make application to the Office to inactivate temporarily his license issued pursuant to this article for a period not to exceed three years. The licensee will submit with the application for shelving said license a fee of \$50 for each annual period of inactivity sought. Each shelving application shall be considered by the occupational licensing board which has jurisdiction over said license, and the Board shall recommend to the Director such action as it deems appropriate.

§ 563-7 Duplicate and supplementary licenses; fees.

A. A duplicate license may be issued for a license which has been lost, destroyed or mutilated, upon application therefor on a form prescribed by the Director and the payment of a fee of \$25. Each such duplicate license shall have the word "duplicate" stamped across the face thereof and shall bear the same number as the one it replaces.

B. A licensee shall obtain a supplementary license for each additional place of business maintained by such licensee within the County of Suffolk upon application therefor on a

form prescribed by the Director and the payment of a per-annum fee of \$50. Each such supplementary license shall have the word "supplementary" stamped across the face thereof, shall bear the same number as the original and shall be conspicuously posted in each additional place of business.

§ 563-8 Effect on validity of contracts.

A contract entered into after one year after the effective date of the appropriate article of this chapter by a person who engages in a business regulated by this chapter, who on the date of the contract does not possess a valid license to engage in such business, is unenforceable by him and voidable at the option of any other party to the contract rendered or to be rendered to such party. Nothing contained herein shall be construed to prevent any other party to the contract from enforcing its terms.

§ 563-9 Civil penalties.

A. In addition to any other penalties provided pursuant to this article or pursuant to any provisions of any County local law, County resolution, or County ordinance pertaining to consumer affairs, consumer protection, or any matter subject to the jurisdiction of the Department, including, but not limited to, Chapter 387, Consumer Protection, of the Suffolk County Code, the Director shall have the power to impose a civil penalty upon a person not to exceed \$750 for a first violation and \$1,500 for any subsequent violation or to suspend or revoke a license or to deny an application for a license or the renewal of a license for any one or more of the following causes:

- (1)** Fraud, deceit, misrepresentation or bribery in securing or attempting to secure a license.
- (2)** The making of any false statement in an application for a license.
- (3)** Violation of any provision of this article or any rule or regulation promulgated thereunder.
- (4)** Violation of any provisions of any County local law, County resolution, or County ordinance pertaining to consumer affairs, consumer protection, or any matter subject to the jurisdiction of the Department, including, but not limited to, Chapter 387, Consumer Protection, of the Suffolk County Code.
- (5)** Engaging in prohibited acts as defined in § 563-10 of this article.
- (6)** Conducting a business regulated by this article without a valid license.
- (7)** Failing to maintain good character standing during the term of the license(s) and/or certificate(s).
- (8)** Failing to maintain financial responsibility during the term of the license(s) and/or certificate(s).

B. The Director shall have the power to suspend or revoke a license or to deny an application for renewal of a license based on a violation of Chapter 433, Dumping and Littering, of the Suffolk County Code or a violation of any state, town or village law, ordinance or regulation prohibiting dumping on public lands.

C. No license shall be suspended or revoked nor a fine imposed until after a hearing has been held before the Director upon at least seven business days' notice to the person. Such notice shall be served either personally or by certified mail, return receipt

requested, to the last known address of the person and shall state the date and place of the hearing as well as enumerate the grounds constituting the allegations against such person. The person may be represented by counsel and may produce witnesses in his/her/its own behalf. A record of the hearing shall be taken and preserved. For purposes of such hearing, the Director may administer oaths, take testimony, subpoena witnesses and compel the production of books, papers, records or other documents deemed pertinent to the subject of the hearing.

§ 563-10 Prohibited acts.

In addition to any prohibitions contained in this article or in any other County local law, County resolution, or County ordinance pertaining to consumer affairs, consumer protection, or any matter subject to the jurisdiction of the Department, including, but not limited to, Chapter 387, Consumer Protection, of the Suffolk County Code, the following acts are prohibited:

- A.** Abandonment or willful failure to perform, without justification, any contract engaged in by a licensee.
- B.** Willful deviation from or disregard of contract specifications or estimates in any material respect without the consent of the contracting party.
- C.** Engaging in deceptive or unconscionable trade practices in the solicitation or procurement of a contract, or in the preparation of or performance of a work estimate or invoice, or in the collection of debts incurred for consumer goods and services.
- D.** Directly or indirectly publishing any advertisement relating to goods or services offered by the licensee which contains an assertion, representation or statement of fact which is false, deceptive or misleading, provided that any advertisement which is subject to and complies with the then-existing rules, regulations or guides of the Federal Trade Commission shall not be deemed false, deceptive or misleading.
- E.** Advertising or purporting to offer the general public any contract with the intent not to accept said contract for the particular work at the price which is advertised to the public.
- F.** Conducting a business in any name other than the one for which the licensee holds a license except pursuant to the provisions of § 563-6K.
- G.** Failure to comply with the provisions of § 563-6H and J.
- H.** Offering, as an inducement to enter into a contract, a promise or offer to pay credit or provide any compensation or reward for the buyer's procurement of a contract with another.
- I.** Willful failure to comply with any lawful order, demand or requirement made by the Director or the office or the local authorities having jurisdiction over the work being performed.
- J.** Discrimination against any employee or applicant for employment with respect to the recruiting, hiring or discharge of such employee or applicant for employment, because of race, creed, color, national origin, sex, age, gender, disability, sexual orientation, military status, or marital status or, in the case of a citizen or national of the United States or an alien who is lawfully admitted for permanent or temporary residence, or a refugee or an individual who is granted asylum, because of such individual's citizenship status.

§ 563-11 Powers of Director; disposition of fees; liability.

A. In addition to the powers and duties elsewhere prescribed in this chapter, the Director shall have the power to:

(1) Keep records of all licenses issued, suspended or revoked and all fines adjudged.

(2) Issue temporary licenses as may be necessary.

(3) Promulgate such rules and regulations not inconsistent with the provisions of this chapter as may be necessary with respect to the form and content of applications for licenses, reception thereof, investigation of applicants and their qualifications, the conduct, including advertising, of occupations regulated by this chapter and other matters incidental or appropriate to his powers and duties as prescribed by this chapter and for the proper administration and enforcement of the provisions of this chapter; and to amend or repeal any such rules and regulations.

(4) Require any applicant for a home improvement contractor license or a home appliance repair contractor license, or any such licensee, as evidence of financial responsibility, to post a surety bond, in an amount to be set by the Director, but in no event to exceed \$100,000, and/or to furnish certificates of public liability and property damage insurance in the amount of \$500,000 per occurrence combined single limit.

(5) In addition to the requirements of § 563-11A (4) above, any home improvement contractor who is performing home raising/elevating services, as those terms are defined in Article II of this chapter, shall obtain insurance coverage for those services, which coverage shall include a riggers liability extension endorsement or similar endorsement to insure against damage to a homeowner's movable and immovable property. The amount of insurance coverage required under this § 563-11A (5) shall be a minimum of \$500,000 per occurrence, including bodily injury, property damage and contractual liability, with an aggregate limit of at least \$2,000,000.

(6) Require reasonable information of an applicant or licensee, including the production of books, papers, records and other documents.

B. No rule or regulation may be promulgated pursuant to Subsection A(3) herein unless a public hearing is held by the Director. At least seven business days' prior notice of such public hearing shall be published in the official newspapers of the County. A copy of all rules and regulations promulgated and any amendments thereto shall be filed in the office of the Clerk of the County Legislature.

C. Whenever in this chapter the Director is empowered to or charged with the responsibility to do or perform any act, he may deputize, in writing, any officer or employee of the Office to do or perform the act in his place and stead.

D. Disposition of moneys received. All fees received by the Office pursuant to the provisions of this chapter shall be remitted to the County Treasurer for deposit in the general fund of the County within 30 days after they are received.

E. Liability for damage. This chapter shall not be construed to relieve from or lessen the responsibility of any person licensed under the provisions hereof for any loss of life or damage to person or property, nor shall the County of Suffolk be deemed to have assumed any such liability by reason of the issuance of any license.

§ 563-12 Penalties for offenses.

In addition to any civil penalties imposed by the Director pursuant to this article or pursuant to any provisions of any County local law, County resolution, or County ordinance pertaining to consumer affairs, consumer protection, or any matter subject to the jurisdiction of the Department, including, but not limited to, Chapter 387, Consumer Protection, of the Suffolk County Code, any person who shall conduct a business licensed by this article without obtaining a license therefor or who shall continue to engage in such licensed business after having had a valid license suspended or revoked shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine of not more than \$5,000 or imprisonment for not more than one year, or both. Each such violation shall be deemed a separate offense.

§ 563-13 Injunctive relief.

Upon application of the Director, the County Attorney or the District Attorney may commence an action in the name of the County to restrain, prevent and enjoin a violation of this chapter or any rule or regulation promulgated hereunder or any continuance of such violation.

§ 563-14 Effect on existing licenses.

A license issued by any governmental agency prior to the effective date of the appropriate article of this chapter shall continue to remain in full force and effect until its expiration or termination unless sooner revoked or suspended for cause.

§ 563-15 Review of administrative determinations.

The action of the Director in adjudging fines or suspending, revoking or refusing to issue or renew a license may be reviewed by a proceeding brought under and pursuant to Article 78 of the Civil Practice Law and Rules of the State of New York.

As used in this article, the following terms shall have the meanings indicated:

ESTABLISHMENT

Any shop, residence, place or premises from which a home improvement contracting business is transacted.

FINANCIAL RESPONSIBILITY

Knowledge of the extent of liability and risks to which home improvement contractors expose themselves when accepting a home improvement license in Suffolk County, including knowledge as to the need to furnish certificates of public liability and property damage, insurance, as well as proof of workers' compensation, if required by law, and fees for the license.

HOME IMPROVEMENT CONTRACTING

Excluding work in the electrical and plumbing fields as defined by § 563-126 of this chapter, any repair, remodeling, alteration, conversion, modernization, improvement or addition to residential property, and includes but is not limited to painting of residential structures; carpentry; fencing; driveways; exterminating; flooring; ductwork for heating, ventilation and air-conditioning systems; masonry; roofing; siding; swimming pools; and waterproofing; as well as other improvements to structures or upon land which are part of residential property, including landscaping and arboriculture, which as used herein

shall mean tree sprayers, tree pruners, tree stump removers and all other tree services; but shall not include the construction of a new home or work done by a contractor in compliance with a guaranty of completion on new residential property or the sale of goods by a seller who neither arranges to perform nor performs, directly or indirectly, any work or labor in connection with the installation of or application of the goods or improvements to residences owned by or controlled by any government subdivision.

HOME IMPROVEMENT CONTRACTOR

A person who engages in home improvement contracting upon residential property.

HOME RAISING OR HOME ELEVATING SERVICES

Any services involving the separation of a house, or part of a house, from its foundation. Home raising or home elevating services shall include, but not necessarily be limited to, the temporary raising of a house or part of a house off of its foundation with hydraulic jacks and the shoring and leveling of a house.

HOME MAINTENANCE

The keeping in a state of repair or efficiency residential property, as defined herein. Such work shall not include alteration of or additions to the original design or function of the residence and shall be limited to the simple repair of existing facilities and systems. For the purpose of this article, "home maintenance" work shall be considered minor, casual and inconsequential in nature when performed in connection with the seasonal opening and closing of residences.

OWNER

Any owner of residential property, tenant or any other person who contracts for the services of a home improvement contractor or the person entitled to performance of the work of a home improvement contractor pursuant to a contract.

RESIDENTIAL PROPERTY

One- or two-family houses and property associated therewith.

SALESMAN

Any individual who negotiates or offers to negotiate a contract for a home improvement contractor with an owner or solicits or otherwise endeavors to procure a contract from an owner on behalf of a home improvement contractor, whether or not such individual is an employee of the home improvement contractor.

§ 563-17 License required.

A. It is unlawful for any person to engage in any business as a home improvement contractor without obtaining a license therefor from the office in accordance with and subject to the provisions of this article and Article I. Every licensee shall maintain an establishment within the State of New York.

B. An individual applicant shall demonstrate to the satisfaction of the Director or his designee a basic understanding of the financial responsibility incurred by such licensing as evidenced by a written test administered by the Office to verify the applicant's knowledge of the requirements, terms and conditions of this chapter.

C. All certificates of public liability and property damage insurance and workers' compensation shall be furnished to the Office by the applicant prior to the initial

issuance of the license or at any time there is a change in insurance carrier. At the time of license renewal, a sworn affidavit shall be required stating that all insurance is in effect or a certificate of insurance filed.

D. All advertising for home improvement contracting shall contain the number of the home improvement license issued pursuant to this chapter.

E. The Suffolk County Department of Health Services, in conjunction with the County Division of Vector Control, shall develop a three-hour course, certified by the Suffolk County Office of Consumer Affairs after approval by the Community Advisory Committee established pursuant to § 647-7 of the Suffolk County Code, to provide training in the use of nonpesticide procedures and the least toxic pesticide use under the Federal Insecticide Fungicide and Rodenticide Act (FIFRA). The course shall be available to pesticide applicators certified by the NYSDEC to use or supervise the use of pesticides in the State of New York, people who are working under the supervision of certified applicator, or those who do not use pesticides as defined by FIFRA, but are licensed through the Home Improvement Division of the Suffolk County Office of Consumer Affairs. Any landscaper successfully completing this course shall be issued a certificate by the County Office of Consumer Affairs stating "I'm Organically Trained."

F. Every person applying under this chapter for a license to engage in, or applying for the renewal of a license to engage in, home improvement contracting, as that term is used in this chapter, and who applies any fertilizer in the operation of such home contracting business shall take a turf management course approved by the Commissioner of the Department of Environment and Energy, pursuant to rules, regulations and standards to be promulgated by the Department of Environment and Energy.

Editor's Note: This local law provided an effective date of 1-1-2009. For additional provisions found in this local law, see Ch. 459, Fertilizer, Art. II, Sales and Use.

G. Any applicant seeking a license to engage in, or applying for the renewal of a license to engage in, home improvement contracting, and who builds and installs swimming pools and permanent spas over 24 inches in depth, must provide proof that he or she has obtained the Association of Pool and Spa Professionals' Certified Building Professionals certification or other pool building certification approved by the Commissioner and demonstrate a minimum of two years of experience in the building and installation of pools. These requirements shall not apply to individuals licensed as electricians or plumbers pursuant to Article XI of this chapter.

H. Any applicant seeking a license to engage in, or applying for the renewal of a license to engage in, home improvement contracting, and who services the plumbing, heating and/or the electrical elements of swimming pools, permanent spas and/or portable spas, must provide proof that he or she has obtained the Association of Pool and Spa Professionals' Certified Service Technician, Certified Service Professional or Certified Builder Professional certification, or other equivalent certification program approved by the Commissioner, and demonstrate a minimum of two years of experience and training in such servicing. These requirements shall not apply to individuals licensed as electricians or plumbers pursuant to Article XI of this chapter.

I. Applicants seeking to renew a license to engage in home improvement contracting and who engage in the building, installation or servicing of swimming pools, permanent spas and/or portable spas must provide documentation that the applicant has obtained a minimum of six hours of continuing education in their industry since their last license application or renewal.

J. No applicant for a license renewal shall have any outstanding judgment for child support against him or her, or be in arrears in child-support payments as determined by official court records or official government records, at the time an application is filed for such license renewal. If an applicant has such a judgment against him or her, or is in such arrears, but is current in payments on a judicially approved payment schedule to pay off or reduce such judgment or arrears, then such individual shall not be deemed ineligible for a license renewal on the grounds of such judgment or arrears. At least 30 days prior to the expiration of a license, the Office shall send a written notice to a licensee informing said licensee of his or her obligation to comply with the provisions of this article pertaining to compliance with child-support obligations. If necessary, a second written notice shall be sent by the Office to a licensee 60 days after the license has lapsed informing said licensee of his or her obligation to comply with the provisions of this section pertaining to compliance with the child-support obligations. In addition, the County Department of Social Services, through its Child Support Enforcement Bureau, shall notify all current noncustodial parents of the obligations contained herein.

§ 563-18 Identification cards for salesmen.

A. It is unlawful for any salesman, other than the individual who subscribes his name to the application for a home improvement contracting license pursuant to the provisions of § 563-5, to engage in any business on behalf of a home improvement contractor without obtaining an identification card from the Office, subject to and in accordance with the provisions of this article and Article I. A salesman shall obtain an identification card for each licensed home improvement contracting business for which he is engaged.

B. No identification card shall be issued unless a valid home improvement contracting license has been issued to the home improvement contractor on whose behalf such salesman is engaged.

C. A transfer on assignment of a license pursuant to the provisions of § 563-6F shall be deemed to transfer or assign without charge the identification cards of salesmen engaged by the original licensee.

D. The provisions of § 563-6K shall be inapplicable to salesmen.

§ 563-19 Fees.

A. An application fee of \$200 shall accompany each application for a home improvement contracting license.

B. The fee for a home improvement contracting license or renewal thereof shall be \$200 per annum.

C. The fee for an identification card or renewal thereof shall be \$50 per annum for each salesman. No fee shall be charged for an application for a salesman's identification card.

D. The fee for additional identification cards issued to a salesman who is engaged for more than one licensee shall be \$50 per annum for each additional card and for renewal thereof.

E. The license fee for an applicant qualifying under the provisions of § 563-24 shall be 1/2 of the fee as set forth in Subsection B of this section.

§ 563-20 Suspension or revocation of identification cards.

A. An identification card issued to a salesman may be suspended or revoked in the same manner as a license may be suspended or revoked pursuant to this chapter.

B. The provisions of § 563-9 with respect to fines shall be inapplicable to salesmen.

C. The acts of a salesman carried out in the ordinary course of business shall be deemed to be the acts of the licensee, and such licensee shall be responsible for such acts pursuant to the provisions of this article and Article I.

D. The suspension or revocation of a home improvement contracting license shall automatically suspend or revoke all identification cards issued to salesmen engaged by such licensee.

§ 563-21 Prohibited acts.

The following acts are prohibited:

A. Any fraud in the execution of or in the material alteration of any contract, mortgage, promissory note or any document incident to a transaction.

B. Preparing or executing any mortgage, promissory note or other evidence of indebtedness upon the obligation of the transaction with knowledge that it represents a greater monetary obligation than the agreed consideration for work performed.

C. Failure to enter into a written contract for work to be performed which specifies starting and completion dates, description of costs of labor and materials.

D. Willful or deliberate disregard in the violation of government building, sanitary, fire and health laws of the state or any political subdivision thereof in which the work is performed.

E. A failure to abide by any provision of § 771 of the New York State General Business Law.

§ 563-22 Temporary license pending issuance of permanent license.

A. The Office shall issue a temporary license to any applicant for a home improvement contracting license if the Office has not, within 30 days after receipt of the application for such license, approved or disapproved the application.

B. The temporary license shall be for a period of 90 days. If within such ninety-day period the Office shall have failed to approve or disapprove the application, the Office shall then issue a regular license to the applicant. If the application is approved during the term of the temporary license, the Office shall issue a regular license to the applicant.

C. The fee for a temporary license shall be \$50 per annum. The fee for a regular license issued to replace a temporary license shall be \$150 for the first full year.

D. A regular license issued pursuant to the provisions of Subsection B shall expire on the last day of the 24th month following the issuance of the temporary license.

§ 563-23 Exempted operations.

No license or identification card shall be required of:

A. An employee, other than a salesman or a person acting as a salesman, who performs labor or services for a licensed home improvement contractor for wages or salary.

B. An architect, professional engineer or any other person who is required by state or local law to attain standards of competency or experience as a prerequisite to engaging in such profession and who is acting exclusively within the scope of the profession for which he is currently licensed pursuant to such other law. Issuance of a certificate of competency by any other federal, state or municipal agency shall not constitute a license issuance and all such contractors holding such certificates shall be subject to this article.

C. A contractor engaged in the field of home maintenance or decorating.

D. Any retail clerk, clerical, administrative or other employee of a licensed home improvement contractor who transacts business from an establishment.

§ 563-24 Reduced license fees.

An applicant may qualify for a reduced license fee in accordance with § 563-19E if the applicant's net business or related personal income from the home improvement contracting business does not exceed \$20,000 per annum, and further provided that such applicant is not incorporated. The Director may require such proof of eligibility under this provision as he may deem advisable and proper.

§ 563-25 Licensing board.

A. Board. The County Executive, with the approval of the legislative body, shall appoint a seven-member Home Improvement Contracting Board to serve for a three-year term. Said Board shall determine the fitness of applicants for a home improvement contracting license and shall investigate and report on all proposed suspensions or revocations of licenses as hereinafter provided. Said Board shall be composed of individuals having a personal knowledge and interest in home improvement contracting, such as representatives of labor, management, trade or professional associations, and appropriate representatives of government. A Licensing Director shall be appointed by the Director and shall serve as secretary of the Board. The Director shall serve as a nonvoting ex officio member of such Board.

B. For the initial appointment only, three members of the Board shall be appointed for three-year terms, two members for two-year terms and two members for one-year terms. All appointments thereafter shall be for a three-year term.

C. Compensation. Each member of the Board shall be compensated at the rate of \$100 for each official meeting thereof attended in pursuance of the duties of said Board, but not more than \$1,500 in any calendar year.

D. Powers and duties. The licensing board shall have the following powers and duties:

- (1)** To hold meetings at regular times and places for the efficient discharge of the responsibilities and duties of the Board.
- (2)** To make rules for the conduct of its meetings and to keep a minute book of its proceedings, including a record of its examinations and other official actions.
- (3)** To examine the qualifications and fitness of applicants applying for licenses under this article.
- (4)** To authorize the Director to issue a home improvement contracting license.
- (5)** To conduct meetings and, after a hearing at which all interested parties are afforded a sufficient opportunity to be heard, submit recommendations to the Director relating to the suspension or revocation of home improvement contracting licenses for cause.
- (6)** To keep records of licenses issued, suspended or revoked and to make such records available for public inspection.
- (7)** To prepare a manual of rules and regulations for the conduct of examinations and to furnish copies thereof to persons desiring the same.
- (8)** To formulate and recommend to the County Legislature, for adoption or amendment, a code of rules governing home improvement contracting, including the materials, workmanship and manner of executing such work. Before making such recommendations, the Board shall confer and meet with the representatives of the home improvement contracting industry and hold a hearing on the proposed rules. Reasonable prior notice of the time and place of such hearing shall be given by publication in the official newspapers of the County.
- (9)** To formulate and recommend to the County Legislature, for adoption or amendment, rules and standards for the issuance, suspension and revocation of licenses and identification cards, including the conditions for the issuance of same, the type of examination required, the terms and fees and the conditions upon and the circumstances under which the same may be revoked or suspended.

New York State Business Law Article 36-A Home Improvement Contracts

§ 770. Definitions.

As used in this article, the following terms, unless the context requires otherwise, shall have the following meanings:

1. "Person" means a natural person.
2. "Owner" means any homeowner, co-operative shareholder owner, or residential tenant, or any person who purchases a custom home as defined in this section.
3. "Home improvement" means the repairing, remodeling, altering, converting, or modernizing of, or adding to, residential property and shall include, but not be limited to, the construction, erection, replacement, or improvement of driveways, swimming pools, siding, insulation, roofing, windows, terraces, patios, landscaping, fences, porches, garages, solar energy systems, flooring, basements, and other improvements of the residential property and all structures or land adjacent to it. "Home improvement" shall also mean the construction of a custom home, the installation of home improvement goods or the furnishing of home improvement services. "Home improvement" shall not include:
 - a. the sale or construction of a new home, other than a custom home as defined in this section;
 - b. the sale of goods by a seller who neither arranges to perform nor performs, directly or indirectly, any work or labor in connection with the installation or application of the goods;
 - c. the sale or installation of appliances, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers or dryers, which are designed to be removable from the premises without material alteration thereof;
 - d. the sale or installation of decorative goods or services, such as draperies and carpets; or
 - e. the performance of repairs, replacements, or other services pursuant to an express or implied warranty, or a maintenance agreement as defined in section three hundred ninety-five-a of this chapter.
4. "Home improvement goods or services" means goods and services which are bought in connection with home improvement. Such home improvement goods and services include burglar alarms, texture coating, fencing, air conditioning, heating equipment, and any other goods which, at the time of sale or subsequently, are to be so affixed to real property by the home improvement contractor as to become a part of real property whether or not severable therefrom.
5. "Home improvement contractor" means a person, firm or corporation which owns or operates a home improvement business or who undertakes, offers to undertake or agrees to perform any home improvement for a fee and for whom the total cash price of all of his home improvement contracts with all his customers exceeds one thousand five hundred dollars during any period of twelve consecutive months. Home improvement contractor does not include a person, firm, corporation,

landlord, cooperative corporation, condominium board of managers, joint tenant or co-tenant that owns, in whole or in part, the property to be improved.

6. "Home improvement contract" means an agreement for the performance of home improvement, between a home improvement contractor and an owner, and where the aggregate contract price specified in one or more home improvement contracts, including all labor, services and materials to be furnished by the home improvement contractor, exceeds five hundred dollars.
7. "Custom home" means a new single family residence to be constructed on premises owned of record by the purchaser at the time of contract, provided that such residence is intended for residential occupancy by such purchaser and the contract of sale is entered into on or after the first day of March, nineteen hundred ninety.

§ 771. Contract provisions.

1. Every home improvement contract subject to the provisions of this article, and all amendments thereto, shall be evidenced by a writing and shall be signed by all the parties to the contract. The writing shall contain the following:
 - a. The name, address, telephone number and license number, if applicable, of the contractor.
 - b. The approximate dates, or estimated dates, when the work will begin and be substantially completed, including a statement of any contingencies that would materially change the approximate or estimated completion date. In addition to the estimated or approximate dates, the contract shall also specify whether or not the contractor and the owner have determined a definite completion date to be of the essence.
 - c. A description of the work to be performed, the materials to be provided to the owner, including make, model number or any other identifying information, and the agreed upon consideration for the work and materials.
 - d. A notice to the owner purchasing the home improvement that the contractor or subcontractor who performs on the contract or the materialman who provides home improvement goods or services and is not paid may have a claim against the owner which may be enforced against the property in accordance with the applicable lien laws. Such home improvement contract shall also contain the following notice to the owner in clear and conspicuous bold face type: "Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien".
 - e. A notice to the owner purchasing the home improvement that, except as otherwise provided in paragraph (g) of this subdivision, the home improvement contractor is legally required to deposit all payments received prior to completion in accordance with subdivision four of section seventy-one-a of the lien law and that, in lieu of such deposit, the home improvement contractor may post a bond, contract of indemnity or irrevocable letter of credit with the owner guaranteeing

the return or proper application of such payments to the purposes of the contract.

- f. If the contract provides for one or more progress payments to be paid to the home improvement contractor by the owner before substantial completion of the work, a schedule of such progress payments showing the amount of each payment, as a sum in dollars and cents, and specifically identifying the state of completion of the work or services to be performed, including any materials to be supplied before each such progress payment is due. The amount of any such progress payments shall bear a reasonable relationship to the amount of work to be performed, materials to be purchased, or expenses for which the contractor would be obligated at the time of payment.
 - g. If the contract provides that the home improvement contractor will be paid on a specified hourly or time basis for work that has been performed or charges for materials that have been supplied prior to the time that payment is due, such payments for such work or materials shall not be deemed to be progress payments for the purposes of paragraph (f) of this subdivision, and shall not be required to be deposited in accordance with the provisions of paragraph (e) of this subdivision.
 - h. A notice to the owner that, in addition to any right otherwise to revoke an offer, the owner may cancel the home improvement contract until midnight of the third business day after the day on which the owner has signed an agreement or offer to purchase relating to such contract. Cancellation occurs when written notice of cancellation is given to the home improvement contractor. Notice of cancellation, if given by mail, shall be deemed given when deposited in a mailbox properly addressed and postage prepaid. Notice of cancellation shall be sufficient if it indicates the intention of the owner not to be bound. Notwithstanding the foregoing, this paragraph shall not apply to a transaction in which the owner has initiated the contact and the home improvement is needed to meet a bona fide emergency of the owner, and the owner furnishes the home improvement contractor with a separate dated and signed personal statement in the owner's handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the home improvement contract within three business days. For the purposes of this paragraph the term "owner" shall mean an owner or any representative of an owner.
2. The writing shall be legible, in plain English, and shall be in such form to describe clearly any other document which is to be incorporated into the contract. Before any work is done, the owner shall be furnished a copy of the written agreement, signed by the contractor. The writing may also contain other matters agreed to by the parties to the contract.