



TOWN of GREENBURGH DEPARTMENT OF BUILDINGS

177 Hillside Avenue, Greenburgh, New York 10607
(914) 989-1560 Fax (914) 989-1573
www.GreenburghNY.com email: building@greenburghNY.com

BLASTING / ROCK CHIPPING PERMIT APPLICATION

Approved by: _____ Permit No. _____

FEES: **Blasting Fee:** APPLICATION: \$100.00 PERMIT: \$60.00 + \$25/Day of Blast
ESCROW: Amount determined by the Building Inspector
Rock Chipping Fee: APPLICATION: \$100.00 PERMIT: \$60.00

INSURANCE: -Certificate of **Liability** insurance naming the “Town of Greenburgh” as additional insured
-New York State **Workers Compensation** and **Disability Insurance** Forms naming “Town of Greenburgh” as “Certificate Holder” or “Entity Requesting Certificate” (see below)
Acceptable proof of New York State Workers Comp. & Disability Insurance:
- CE-200 *Certificate of Attestation of Exemption from NYS Worker’s Compensation and/or Disability Benefits Coverage*; or
- WC form C-105.2 *Certificate of Workers Compensation Insurance*; or
- WC form SI-12 – *Certificate of Workers Compensation Self-Insurance*
- WC Form U-26.3 *Certificate of NY Worker’s Compensation Insurance from the New York State Insurance Fund*
- WC Form GSI-105.2 *Certificate of Participation in New York State Workers’ Compensation Group Self-Insurance*
- DB form BD-120.1 *Certificate of Disability Benefits* DB form DB-155 *Certificate of Disability Benefits Self-Insurance*

ACCORD Forms are **NOT** acceptable Workers Compensation and Disability Insurances. Please visit the New York State Workers Compensation Board’s Website at www.WCB.State.NY.US .

Application is hereby made for a permit to blast/chip rock. If granted, all work will comply with the laws of the State of New York and the regulations of the Explosives Ordinance of the Town of Greenburgh (for blasting) and regulations below for rock chipping.

Additional information deemed necessary by the Building Inspector to protect the health and safety of the public or to prevent damage to property must be submitted upon request

CHIPPING OF ROCK

If the applicant intends to remove rock by means other than blasting, a High Resolution Seismic Refraction Survey must be performed. A geotechnical engineer shall interpret the results of the survey and will determine whether or not all of the rock can be removed by means other than blasting. The geotechnical engineer will submit a report on the site to the Building Department.
If the report reveals that all of the rock cannot be removed by means other than blasting, then no removal of overburden shall take place with the exception of tree stumps, top soil or materials rendered inconsequential by the blaster.

The applicant shall be limited to the hours of **8:30AM to 3:00 PM Monday through Friday**, for all rock chipping. The applicant shall install seismic graphs on the property that are to be monitored once an hour by a geotechnical engineer to ensure that vibrations from the site do not cause damage to adjacent houses of the property. The number of seismic graphs shall be determined by the geotechnical engineer and agreed to by the Building Inspector. The geotechnical engineer shall submit a daily report of the seismic graph readings to the Building Inspector.

BLASTING / ROCK CHIPPING PERMIT APPLICATION

PROJECT INFORMATION

Street Address _____ City _____ Zip _____

Parcel ID: _____ Pre-Blast/Rock Chipping Survey: Yes [] No []

Proposed Start Date: _____ Approximate days to complete project: _____

OWNER/LESSEE INFORMATION

Owner _____ Phone # _____

Address _____ City _____ State _____ Zip _____

DESIGN PROFESSIONAL INFORMATION

Engineer's Name: _____

Address : _____ City/State/Zip: _____

Telephone Number: _____ N.Y.S. License Number : _____

CONTRACTOR INFORMATION

Blaster/Chipper's Name: _____ NY License Number: _____

Address: _____ City _____ State _____ Zip _____

Print Name of Contractor: _____ Phone: _____

Designated Site Contact _____ Phone: _____

I have read, understand and agree to abide by the rules and regulations of the Town of Greenburgh and the State of New York regarding the blasting and/or rock chipping at the above-referenced property.

Signature : _____ **Date:** _____



AGREEMENT TO INDEMNIFY AND HOLD THE TOWN of GREENBURGH HARMLESS

I, _____, being duly sworn depose and, under the penalties of perjury, state:

1. I am an officer/partner of _____
(hereinafter 'company'), and have full authority to execute this agreement and bind the company to the terms and conditions outlined herein.
2. The company's principal place of business is located at: _____

3. The company is organized under the laws of New York State and has filed with the New York State Secretary of State to do business in New York.
4. The company is fully licensed to store / handle / transport / manufacture explosives and conduct blasting or perform rock chipping. [*Cross out and delete any unlicensed, inapplicable activity*].
5. The company hereby agrees to indemnify and hold the Town of Greenburgh (hereinafter the 'Town'), its officers, officials, agents, employees, and volunteers harmless from and against all liability, including all expenses, attorney's fees, losses, claims, causes of action, demands, payment, suits, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of the grant of a permit to, chip rock, use, store, handle, manufacture or transport explosives or blasting material, the procedures leading thereto, and for any act or omission of the company, its agents, employees, representatives, or sub-contractors, during, or in furtherance of, any activity authorized by the grant of such permit.

In the event of any action commenced against the Town, its officers, officers, agents, employees or volunteers which is within the scope of this indemnification, the Town will promptly give notice thereof to the company at the address indicated herein, and the company will have the right to select and furnish counsel for the defense of any such action, provided such counsel is acceptable to the Town, which acceptance shall not be unreasonably withheld, at no cost or expense to the Town. The Town agrees to cooperate with the company as reasonably required for the defense of any such action.

6. The company agrees to add the Town of Greenburgh, its officers, agents, employees and volunteers as additional insured under all liability policies associated with the blasting activity set forth in paragraph 5 above and to provide the Town with proof of insurance.

Signed: _____

Print Name: _____

Sworn to before me this

_____ day of _____ 20_____

NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known, who, being by duly sworn, did depose and say that s/he is the _____ of _____, the company described above and which executed the attached agreement to indemnify and hold the Town harmless; and that s/he signed his/her name to the Indemnification Agreement under such authority.

NOTARY PUBLIC