



Town of North Castle Building Department

17 Bedford Road

Armonk, New York 10504 1898

Telephone: (914) 273-3000 ext. 44 Fax: (914) 273-3554

www.northcastleny.com

Blasting Permit Application

NOTE: TWO (2) SETS OF ALL REQUIRED DOCUMENTS MUST BE SUBMITTED WITH THIS APPLICATION

Section I- PROJECT ADDRESS: _____ DATE: _____

Section II- CONTACT INFORMATION: (Please print clearly. All information must be current.)

APPLICANT: _____

ADDRESS: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

PROPERTY OWNER: _____

ADDRESS: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

Section III- SITE PLAN: Please provide a site plan indicating the location of all blasting.

Section IV- ADJACENT STRUCTURES: A description of all structures and utilities, including residential dwellings, garages, swimming pools, tennis courts, etc., located within 500 feet of the blasting site, and a list of the names and addresses of the owner or owners of any parcel within 500 feet of the property on which the blasting is to take place, as shown on the most recent tax rolls of the Town of North Castle.

No [] There are no adjacent structures within 50 Feet of the chipping site.

Section V- NOTICE OF INTENT TO CHIP: Notice of blasting shall be sent by first-class mail to all property owners within a distance of 500 feet of all property lines of the property on which the blasting is to take place. The notice shall also be delivered to the Town Clerk, North Castle Police Department, Town Building Inspector and the North Castle Water and Sewer Department. Notice of blasting shall be mailed by the applicant at least 10 days before. Proof of mailing to all required property owners shall be demonstrated by providing the Town with a certificate of mailing (PS Form 3817 or 3877). A list of addresses can be received from the tax accessor. Shall be provided with the application.

Section VI- PERMIT FEES: (\$500)

Section VII- HOURS OF OPERATION: Blasting shall be limited to the hours of 8:00 AM to 5:00 PM, Monday through Saturday. Blasting is prohibited on Sundays and all legal holidays.

Section VIII- LICENSED BLASTER:

NAME: _____ LICENSE NO.: _____ EXPIRATION: _____

ADDRESS: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

Town of North Castle Building Department

Section IX- APPLICANT CERTIFICATION

I hereby certify that I have read the instructions & examined this application and know the same to be true & correct. All provisions of laws & ordinances covering this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or land use or the performance of construction.

Signature: _____ Date: _____

OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

Building Department Checklist

☐ Bond ☐ Work. Comp. ☐ Liability. Ins. ☐ Disability ☐ Two sets of documents

☐ Pre Blast Inspection Report ☐ Blasting Plan

☐ Permit Fee **\$500** _____ Payment: ☐ Check #: _____ ☐ Cash ☐ Credit Card

Name on check: _____

Received By: _____

BUILDING INSPECTOR APPROVAL

Reviewed By: _____ Date: _____

Building Inspector Approval: _____ Date: _____

Conditions:

Blasting and Explosives

§ 122-3. Findings; purpose.

- A. The Town Board of the Town of North Castle hereby finds that the public interest, health, safety and the economic and general welfare of the residents of the Town of North Castle will be best served by providing for the regulation of the use, possession, handling, storage and transportation of explosives within the jurisdiction of the Town of North Castle.
- B. The Town Board therefore declares that the purpose of this chapter is to regulate the use, possession, handling, storage and transportation of explosives within the Town of North Castle to ensure the public interest, health, safety and economic and general welfare of present and future residents of the Town.
- C. This chapter is enacted with the purpose of providing for a reasonable balance between the rights of individual property owners to the free use of their property and the rights of the community as a whole.

§ 122-4. Definitions.

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

BLASTS and BLASTING — Includes any activity whereby layers of earth or rock are dislodged or torn apart by the use of any explosive, and includes the displacement of any vegetation, ground cover, earth or rock by the explosion or detonation of any explosive material.

BUILDING INSPECTOR — The duly appointed Building Inspector of the Town of North Castle.

CHIPPING — Mechanical rock removal with the use of a mechanical hammer or similar device, but excluding drilling or boring of holes, and excluding the removal of man-made structures such as concrete steps or driveways.[Added 11-18-2020 by L.L. No. 6-2020]

CHIPPING PERMIT — A permit issued for chipping on a subject property.[Added 11-18-2020 by L.L. No. 6-2020]

EXPLOSIVES — Gunpowder, powders used for blasting, high explosives, blasting materials, detonating fuses, fireworks, detonators and other detonating agents, smokeless powder and any chemical compound or any mechanical mixture containing any oxidizing and combustible units or other ingredients in such proportions, quantities or packing that ignition by fire, friction, concussion, percussion or detonation of any part thereof may and is intended to cause an explosion, but shall not include gasoline, kerosene, naphtha, turpentine, benzine, acetone, ethyl ether, benzol and all quantities of black powder not exceeding five pounds for use in firing of antique firearms or artifacts or replicas thereof. Fixed ammunition and primers for small arms, firecrackers, safety fuses and matches shall not be deemed to be "explosives" when the individual units contain any of the above-mentioned articles or substances in such limited quantity, of such nature and so packed that it is impossible to produce an explosion of such units to the injury of life, limb or property.

LICENSED BLASTER — An individual holding a valid license to handle and detonate explosives in New York State.

PERSON — Includes a person, persons, firm, partnership, corporation or other entity.

ROCK — All ledge or bedrock, boulders or masonry larger than one cubic yard in volume and any material that cannot be moved by normal excavation equipment and which requires blasting, barring, chipping, wedging or other methods for removal from its original bed.

TOWN ENGINEER — Any person employed by the Town of North Castle as the Town Engineer or any consulting engineer retained to act in his stead.

UNEXPECTED CIRCUMSTANCES — Circumstances unforeseen by the property owner, including mechanical failure of a machine, unexpected conditions or inclement weather. **[Added 11-18-2020 by L.L. No. 6-2020]**

§ 122-5. Regulated acts.

No person shall purchase, own, possess, transport or use explosives to blast or cause to be blasted any rock or other substance with any explosive in the Town of North Castle, as defined in this chapter, without having first obtained a permit from the Building Inspector covering the specific blasting operation, upon written application. Such blasting operations shall be conducted under the direct control and supervision of competent and licensed persons and in accordance with the provisions of New York State laws and regulations and the provisions of this chapter.

§ 122-6. Blasting permit procedures.

- A. The application for a blasting permit shall be made to the Building Inspector and contain such information as is required by the Building Inspector. At a minimum, the following information shall be submitted:
 - (1) Application. Application for a blasting permit on a form approved by the Town Building Inspector.
 - (2) Application fee. An application fee as set forth in the Master Fee Schedule shall be paid by the applicant at the time of application to the Town. **[Amended 11-18-2015 by L.L. No. 9-2015]**
 - (3) Licensed blaster. Satisfactory evidence to the Building Inspector of the name, address, license number and license expiration date of the blaster responsible for all work and in whose name the permit will be issued.
 - (4) Adjacent structures. A description of all structures and utilities, including residential dwellings, garages, swimming pools, tennis courts, etc., located within 500 feet of the blast site, and a list of the names and addresses of the owner or owners of any parcel within 500 feet of the property on which the blasting is to take place, as shown on the most recent tax rolls of the Town of North Castle.

- (5) Insurance. A certificate of insurance shall be submitted which is issued by an insurance company authorized to do business in the State of New York, providing that, prior to commencement of any work and until completion and/or final acceptance of the work, the blaster shall, at his sole expense, maintain insurance on his own behalf and furnish to the Town of North Castle certificates of insurance in accordance with the Town's minimum insurance requirements, together with an indemnification and hold harmless agreement. Should it be determined that the extent of the operation in any particular case requires insurance coverage in greater amounts than the Town's minimum insurance requirements, the blaster shall provide certificates of insurance in the requested amounts. **[Amended 11-18-2015 by L.L. No. 9-2015]**
- (6) Bonding. A performance bond in an amount specified by the Building Inspector; however, not less than \$20,000, to cover the faithful performance of the permittee, shall be submitted with the application. The bond to the Town shall be executed by a surety company licensed to do business in New York State and which is found acceptable by the Town Attorney.
- (7) Pre-blast inspection.
 - (a) When blasting will occur within 500 feet of an existing home, structure, roadway, pool, utility or other facility, the Building Inspector may request that a pre-blast inspection be performed by the applicant. The pre-blast inspection should provide reports, photographs and other documentation delineating the existing conditions of such buildings, structures, utilities or facilities.
 - (b) Upon review of the pre-blast inspection reports and field visits, the Building Inspector may determine that a blasting plan be prepared.
- (8) Blasting plan. When determined necessary by the Town Building Inspector, the applicant shall have prepared a blasting plan for the proposed work. The blasting plan shall be prepared by a professional engineer licensed in New York State and provide the following information:
 - (a) A performance specification outlining the spacing, diameter and depth of drill holes; number of drill holes to be loaded during any blast; caps, delays, charge weight and sequence per blast; peak particle velocity computations; vibration monitoring program; removal methods; safety measures to protect vehicles and pedestrians; and impacts and mitigation proposed to neighboring properties due to noise, dust, traffic and blasts.
 - (b) The design of exposed rock faces based on factual representation of bedrock stability as determined by a geotechnical consultant. The design should include profiles of existing and proposed conditions; location of varying stability of bedrock; improvements to control drainage and groundwater; and details of walls, cribbing, rock pinning or other methods proposed to stabilize face.

- B. Review. The Town Building Inspector, in his review of applications, shall from time to time, as he finds necessary, request the opinion of the Town Engineer in the review of applications, pre-blast inspections, reports and blasting plans.

§ 122-7. Issuance of permit. [Amended 2-18-2004 by L.L. No. 2-2004]

Such permit, when approved, shall be issued and signed by the Building Inspector, who shall keep a record thereof. Each permit shall specify the name of the permittee, the date of expiration (which shall be no later than 12 months from the date of issue) and the particular place where the blasting is to be done. The Building Inspector may add to any permit issued under this chapter those conditions deemed reasonably necessary to protect the general public's health, safety and welfare.

§ 122-8. Stop-work orders.

- A. In the event that blasting is carried on contrary to the conditions contained in this chapter, the Building Inspector shall issue a stop-work order.
- B. No blasting shall be conducted in the Town of North Castle which shall cause excessive or damaging vibrations in any neighboring properties. The sudden appearance of cracks in floors, walls or ceilings or the lengthening of the same or the cracking of windows or the implosion or explosion of windows shall be prima facie evidence of the use of excessive amounts of explosives, and the Building Inspector must issue a stop-work order upon observation of the same. No appeal to the Zoning Board of Appeals shall act as a lifting of a stop-work order, notwithstanding any provision of law.
- C. The Building Inspector shall have the authority to lift the stop-work order upon proof that the next successive explosion (blast) shall not only be within the limits set forth in this chapter but shall also contain fewer explosives than the prior explosion so that the explosions do not excessively vibrate neighboring properties. Such proof shall be provided in the form of a blasting plan or other documentation prepared by a professional engineer licensed in the State of New York.

§ 122-9. Expiration, transferability and suspension or revocation of permit.

- A. All permits, unless otherwise indicated, shall expire on completion of the acts specified and, unless otherwise indicated, shall be valid for a period of one year. Said one-year period shall begin running at the date upon which the permit is issued.
- B. Permits shall be issued to licensed blasters only. Legal owners of the affected property shall be recorded with the Building Inspector. Notice of any transfer of permit must be filed with the Building Inspector within 30 days of the transfer. **[Amended 11-18-2015 by L.L. No. 9-2015]**
- C. The Building Inspector may suspend or revoke a permit if he finds that the applicant has failed to comply with any of the terms, conditions or limitations set forth in the application and/or permit.

§ 122-10. Other permits.

Conformance with this chapter does not eliminate the necessity of any applicant to obtain the approval or permits required by any other agencies prior to construction in accordance with the permit. Obtaining such approval or permits is the responsibility of the applicant. No operations shall be initiated until such approvals or permits have been issued.

§ 122-11. Hours of operation.

No person shall conduct blasting operations within the Town of North Castle after the hour of 5:00 p.m. and before 8:00 a.m. nor at any time on Sunday or federal holidays, except in the case of emergency or necessity, and then only with permission of the Building Inspector.

§ 122-12. Notice of intent to blast.

- A. Not more than 30 days nor less than 72 hours prior to the intended blasting, a notice of intent to blast shall be served upon the following:
 - (1) The owner or owners of any parcel of property immediately adjoining or abutting the parcel of property on which the blasting is to take place.
 - (2) When determined necessary by the Building Inspector, the inhabitants or users of any structure, including residential dwellings, located within 500 feet of the blast location.
- B. The notice of intent to blast shall be delivered to the inhabitants or users set forth in Subsection A of this section. In the event that personal delivery of the notice of intent to blast cannot be effected, the notice of intent to blast may be left or posted at the structure or dwelling in a conspicuous place or a certified letter, return receipt requested, may be sent to the affected structure or dwelling. The certified letter shall be mailed to the property owner. The addresses of property owners shall be obtained from the Tax Assessor's office.
- C. The notice of intent to blast shall also be delivered to the Town Clerk, North Castle Police Department, Town Building Inspector and, if appropriate, the North Castle Water and Sewer Department no less than 72 hours prior to blasting.
- D. Delivery of the notice of intent to blast, as required by this section, shall be the sole responsibility of the applicant for the blasting permit.

§ 122-13. Property inspections and monitoring by contractor.

- A. Before issuance of any blasting permit, the blasting contractor shall cause to be made an in-depth inspection of all homes, structures, utilities or facilities adjacent to the blast site and, when required by the Building Inspector, within a minimum distance of 500 feet of the blast location to note the interior and exterior condition, including foundation walls, sidewalks, pools and the like. The inspection and written report shall be conducted by an independent firm experienced in this type

of work.

- B. Should it be determined by the Building Inspector that a pre-blast inspection report is necessary for any area not listed above but within the proximity of the blasting, the Building Inspector shall advise the blasting contractor of this requirement, and a report shall be prepared as requested.
- C. A copy of the inspection report, when it is completed, covering each house, structure or facility inspected, shall be delivered to the Building Inspector. This report must be conducted and delivered prior to issuance of a permit.
- D. The blasting contractor shall provide continuous blast monitoring during construction.
- E. Blast monitoring shall be performed by an independent testing agency at the blasting contractor's expense.
- F. Blast vibration levels must be limited to minimize impact and potential damage to nearby structures. The maximum particle velocity shall be limited to that which is specified within the pre-blast inspection report and/or blasting plan.
- G. The Town of North Castle shall assume no responsibility whatsoever for any costs incurred in connection with any work required under this section.
- H. The requirements of this section may be waived in certain circumstances as may be deemed appropriate by the Building Inspector.

§ 122-14. Liability of blaster.

A blaster is absolutely liable for any damages he causes, with or without trespass. The intentional setting off of explosives, that is blasting, in an area in which it is likely to cause harm to neighboring persons or property shall make the blaster and the person who engages him absolutely liable for the consequences of his act.

§ 122-15. Conduct of blasting operations.

The holder of a blaster's license issued pursuant to this chapter shall perform blasting operations in accordance with the provisions, regulations and requirements of the Labor Law and of the codes, rules and regulations and any and all amendments thereto and, in addition, shall perform such blasting operations in accordance with recommended good practices usually employed in the industry and as follows:

- A. Amount of explosives used. No person shall use, in a blasting operation, a quantity of explosives greater than necessary to properly start the rock or other substances nor use such an amount as will endanger persons or property.
- B. Precautions required. All blasts within 500 feet of any roadway, public area, occupied private area or structure, before firing, shall be covered with matting or other suitable protection of sufficient size, weight and strength to prevent the escape of broken rock or other material in a manner liable to cause injury or damage to

persons or property. All blasts not within 500 feet of any roadway or structure shall have a suitable screen so as not to cause injury or damage to persons or property.

- C. Warning flags. No person shall fire or explode or direct or cause to be fired or exploded any blast in or near any highway or public place in the Town of North Castle unless competent persons carrying a red flag and whistle shall have been placed at a reasonable distance on all sides of the blast to give proper warning thereof at least three minutes in advance of firing.
- D. Storage requirements; records.
 - (1) Explosives for blasting shall be kept in a properly constructed magazine painted red and marked "danger."
 - (2) At no time shall the amount of explosives kept at the site of the work exceed amounts needed for one working day, unless otherwise approved, in writing, by the Building Inspector. Such explosives shall be stored, handled and used in conformance with any and all applicable laws, regulations and codes. Under no circumstances may explosives be stored over any weekend, and all excess explosives not required for the last workday of the week's detonation shall be removed by 12:00 noon on that day.
 - (3) Accurate daily records shall be kept showing the amount of explosives on hand within the municipal boundary, both at the site and at any storage magazine; the quantities received and issued and the purpose for which issued, when used or stored within the Town limits.
 - (4) The blasting contractor shall be responsible for any damage or injury to any persons, property or structures as a result of his handling, storage or use of explosives.
 - (5) Magazines to be used for storage of explosives shall be as specified in the current standards of the National Fire Protection Code. Magazines are to be kept locked, except when being inspected or when explosives are being placed therein or being removed therefrom. All magazines will be stored at a location approved by the Building Inspector. Under no circumstances is the agreed storage location to change without written permission of the Town.
 - (6) Prior to the issuance of a permit, the blasting contractor shall submit to the Building Inspector his anticipated route through the Town for the delivery of any explosives. No permit will be issued until the route is approved by the Building Inspector and, if found necessary, the Fire Inspector.

§ 122-16. Special exceptions. [Amended 11-18-2015 by L.L. No. 9-2015]

Public utilities and governmental agencies may be granted an exception to the provisions of this chapter only by the Town of North Castle Building Inspector and only upon written request by such public utility or governmental agency for such special exception. Such written request shall state the reasons for the request and the blasting for which such exception is requested and shall include as part of such request certificate(s) of

insurance as required in § 122-6A(5) of this chapter. Such request shall be accompanied by a fee as set forth in the Master Fee Schedule. Such special exception shall be granted for a period not to exceed 12 months and may be renewed from time to time upon written request and payment of the fee as required by this section.

§ 122-17. Enforcement; penalties for offenses.

- A. The Town Building Inspector or his representative shall be the official of the Town of North Castle responsible for enforcing this chapter. The North Castle police shall have the concurrent responsibility of assisting the Town Building Inspector in enforcing this chapter.
- B. Any person found violating any provision of this chapter or the terms and conditions of any permit granted hereunder shall be served with written notice at the direction of the Town Building Inspector, stating the nature of the violation.
- C. Any person or corporation violating any of the provisions of this chapter, upon conviction thereof, shall be punishable by a fine of up to \$1,000 per day per violation or by imprisonment of not more than 15 days, or both. Each day's continued violation shall constitute a separate additional violation. **[Amended 4-29-2020 by L.L. No. 3-2020]**



TOWN OF NORTH CASTLE
15 Bedford Road ~ Armonk, NY
10504 (914) 273-3000
www.NorthCastleNY.com

This document includes:

- 1. Minimum Insurance Requirements for Contractors**
- 2. Indemnification and Hold Harmless Agreement (*sign and return*)**
- 3. Insurance Contract (*sign and return*)**

Minimum Insurance Requirements for Contractor Town of North Castle

(Adopted by Town Board November 8, 2017)

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of North Castle certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor/Provider" as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Worker's Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included
- 2) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Premises & Operations
 - B. Products/Completed Operations;
 - C. Independent Contractors;
 - D. Personal & Advertising Injury
 - E. Blanket Contractual Liability
 - F. XCU
 - G. Town of North Castle and their assigns, officers, employees, volunteers, representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.
 - I. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
 - J. Coverage for athletic participants must be included if renter is an athletic team or league.
 - K. Coverage must be written on an Occurrence Policy Form.

- 3) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, any auto non-owned, and hired private passenger and commercial vehicles.
 - A. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
 - C. If applicable, policy should be specifically endorsed to cover snow plow operations.
- 4) Umbrella Liability, with limits of no less than \$1, 000,000 Each Occurrence/ \$1, 000,000 General Aggregate, including coverage for General Liability, Automobile, Workers Compensation and Professional Liability (if applicable).
 - A. Coverage must be written on an Occurrence Policy Form.
- 5) Professional Liability (if applicable), with limits no less than \$1,000,000. Per Claim.
- 6) Owners & Contractors Protective Liability Policy, (if applicable) with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Town of North Castle as the Named Insured, and maintained during the life of this contract which will protect the Town of North Castle from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 7) Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 8) Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- 9) Asbestos/Lead Abatement and Environmental Clean-Up, (if applicable). Coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 aggregate including Products and Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract
- 10) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town of North Castle. Policies that lapse and/or expire during term of work shall be recertified and received by the Town of North Castle no less than thirty (30) days prior to expiration or cancellation.

NOTE: The above listed Minimum Insurance Requirements may be increased upon the review and determination of the Town's Risk Management Committee.

The Contractor/Provider shall furnish to Town of North Castle Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town of North Castle as an Additional Insured by endorsement. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Town of North Castle constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Castle. The failure of the Town of North Castle to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Castle.

The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be admitted in the State of New York.



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Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Contractor/Provider shall indemnify, hold harmless and defend Town of North Castle, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Contractor/Provider or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor/Provider's obligation to indemnify Town of North Castle, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Contractor/Provider anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Contractor/Provider to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor/Provider.

Company Title/Name: _____

Name: _____ Signature: _____

Date: _____

Nature/Scope of Work Being Performed: _____

Please sign, date and return to:

**Town of North Castle, Town Clerk's Office
15 Bedford Road
Armonk, NY 10504**

TOWN OF NORTH CASTLE

Insurance Contract

I, the undersigned ("Applicant"), in consideration for the approval of a Proposal by the Town of North Castle, do hereby agree as follows:

1. Applicant shall comply with the requirements of the Town Code of the Town of North Castle, and any conditions established by the Town Board of the Town of North Castle, insofar as the Applicant's performance of the permitted work/operations.
2. Applicant has secured insurance coverage that is now in force and will remain in force throughout the duration of the permitted work which satisfies the following minimum requirements:
 - (a) Provides commercial general liability coverage of at least \$1,000,000.00; per claim/occurrence and \$2,000,000.00 aggregate.
 - (b) Provides Worker's Compensation coverage of at least equal to the NY State statutory requirements [if applicable]
 - (c) Covers all hazards likely to arise in connection with the permitted work;
 - (d) Includes a waiver of subrogation in favor of the Town of North Castle; and agents, assigns, officers, employees, volunteers and representatives
 - (e) Provides additional insured status to the Town of North Castle and agents, assigns, officers, employees, volunteers and representatives until such time as the permitted work is completed; and
 - (f) Provides coverage to the Town of North Castle that is primary and non-contributory.
3. Applicant shall indemnify and hold harmless the Town of North Castle and all of its officers and employees, assigns, volunteers, representatives from all loss, damage, claim or expense, including the defense, without limitation, of any litigation involving injury to any person or property, arising out of the performance of the permitted work.

TOWN OF NORTH CASTLE

[Applicant]:

By: _____
Michael Schiliro, Town Supervisor

Dated: _____

By: _____
[Authorized Signature]

Print Name: _____

Title: _____

Company Name: _____

Dated: _____