

## PERMIT AGREEMENT

WHEREAS, the TOWN OF NORTH SALEM (the "Town") proposes to utilize and maintain the area known as Camp Hemlock ("Permit Area") in the Sal J. Prezioso Mountain Lakes Park ("Camp Hemlock"); and

WHEREAS, THE COUNTY OF WESTCHESTER ( the "County") is the owner of certain property of approximately 200 acres located in Sal J. Prezioso Mountain Lakes Park, known as Camp Hemlock; and

WHEREAS, the Town shall utilize Camp Hemlock for the operation of a summer camp five (5) days per week and, and related recreational purposes, during the summer season from June 1, 2023 through September 1, 2023 solely as a municipal recreational facility for the benefit of all County residents.

NOW, THEREFORE, the County hereby consents that the Town may operate and maintain Camp Hemlock as a municipal recreation facility subject to the following terms and conditions:

1. The term of the Permit shall be from June 1, 2023 through September 1, 2023.
2. The Town, at its sole cost and expense, shall maintain and operate the Permit in accordance with and as more fully described Schedule "A", which is annexed hereto and made a part hereof, as a municipal recreational facility in accordance with all applicable federal, state and local laws, rules, regulations, ordinances and codes (including, without limitation, the State and County Health and Sanitary Codes, laws, etc. concerning prevention and abatement of nuisance and other grievances in or upon or connected with the Licensed Premises) for the benefit of all County residents without regard to race, color, creed, sex, age, physical disability, national origin, genetic disposition or carrier status.
3. The Commissioner or her authorized representative shall be entitled to enter the Permit Area for the purpose of inspecting, observing and monitoring any aspect of the Permittee's operation. The Permittee shall also permit inspection of same by any federal, state, county or municipal officer having jurisdiction. The Permittee, at its sole cost and expense, shall promptly remedy any and all violations issued as a result of such inspection. The Permittee's duty to remedy such violations shall be limited to those caused by Permittee's manner of use of the premises as that use is contemplated by this Permit. Permittee shall provide keys for all buildings to the County.
4. This Permit is delivered upon the condition that the Town shall operate and maintain the Permit Area at the sole cost and expense of the Town. The Town assumes all risks of operation and shall provide, at its sole cost and expense,

any and all necessary supervision, labor, appliance and equipment necessary for the conduct of its activities Permit Area.

5. The Town agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof.
6. In addition the Town agrees: (a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Town or third parties under the direction or control of the Town; and (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Permit and to bear all other costs and expenses related thereto.
7. The Town shall not sell, offer for sale nor permit the sale of any food, commodity, ware or merchandise of any kind, nature or description on the Licensed Premises or charge a fee for parking without the prior written consent of the Commissioner of the Westchester County Parks, Recreation and Conservation department (herein referred to as "the Commissioner."). However, the County, agrees that A La Mode may deliver ice cream to the camp on June 28, 2023, July 12, 2023 and July 26, 2023 and Forget Me Not Cupcakes may deliver cupcakes to the camp on July 19, 2023 and Kona Ice July 5, 2023 and August 2, 2023 provided the companies provide certificates of insurance in compliance with Schedule "B" for the relevant dates have been received by the County.
8. The Town accepts the Licensed Premises "as is" in its present existing condition. The Town shall, at its sole cost and expense, maintain the Licensed Premises and make any and all repairs or improvements to the Licensed Premises necessary to utilize and keep the Licensed Premises safe for the use of the public to the satisfaction of the Commissioner. Any repairs, improvements or construction undertaken on the Licensed Premises shall be undertaken only with the prior written consent of the Commissioner. The Town shall not erect nor allow the erection of any advertising signs in or on the Licensed Premises without obtaining the prior written approval of the Commissioner.
9. The Permittee shall, at its sole expense, be responsible for all utilities for the Permit Area during the term of this Permit including, but not limited to, water and electricity.

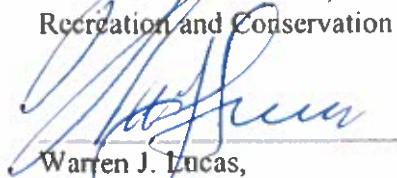
10. The Town shall keep the grass in the Permit Area mowed and the grass in a neat and tidy condition, allowing no papers or refuse to remain thereon, all of which shall be done in a manner satisfactory to the Commissioner. The Town shall at its sole cost and expense, keep any and all refuse in containers and remove and dispose of same as required.
11. The Town acknowledges that the Permit Area is non-exclusive and that the Town shall operate the camp Mondays from 7:00 a.m. through Fridays at 5:00 p.m. The Town shall remove all trash from the Permit Area no later than Fridays at 5:00 p.m., as the Permit Area may be used by the general public from Fridays at 5:00 p.m. through Monday at 6:59 a.m.
12. The Town acknowledges that due to a prior scheduled event at Camp Hemlock from June 16, 2023 through June 18, 2023, the Town will not conduct any activities in the Permit Area including, but not limited to, training staff and conducting maintenance work.
13. The Town shall repair and maintain the short, bermed gravel road from the beach to the pool, including furnishing and installing Item 4 or gravel prior to opening day of the camp season.
14. In the event that the Town does not use buses and parents are responsible for the transportation of campers and the gravel road is used again, the Town shall repair all potholes on the road. The Town also acknowledges that the construction of the Pine dam causeway may be delayed.
15. The Town agrees to comply with all provisions of Schedule "C" (attached).
16. The County may, upon five (5) days notice to the other, may terminate this Permit.

17. This Permit constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

Dated June 26, 2023



Kathleen M. O'Connor,  
Commissioner of Parks,  
Recreation and Conservation



Warren J. Lucas,  
Town Supervisor,  
Town of North Salem

Permit Number – 23-045

MUNICIPALITY'S ACKNOWLEDGMENT

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

On this 14<sup>th</sup> day of June, 2023, before me personally came  
Warren J. Lucas, to me known, and known to me to be the  
Supervisor of the Town of North Salem  
the municipal corporation described in and which executed the within instrument, who being by me  
duly sworn did depose and say that she that she is \_\_\_\_\_ of said municipal corporation.

Rosemary James Putnam  
Notary Public       County

Rosemary James  
Notary Public - State of New York  
No. 01JA6093953 - Qualified in Putnam County  
My Commission Expires June 9, 2027

**CERTIFICATE OF AUTHORITY**  
**(Municipality)**

I, Maria C. Hlushko,  
(Officer other than officer signing contract)  
certify that I am the Town Clerk of the  
Town of North Salem  
(Title)  
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the  
General Municipal Law  
(Law under which organized, e.g., the New York Village Law, Village Law, General Municipal Law)

named in the foregoing agreement that Warren J. Lucas  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution  
Supervisor of the Municipality,  
(Title of such person)

that said agreement was duly signed for on behalf of said Municipality by authority of its  
Town Board  
(Village Board, Village Board, Municipality Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Maria C. Hlushko  
(Signature)

STATE OF NEW YORK )  
SS.:  
COUNTY OF WESTCHESTER)

On this 16<sup>th</sup> day of June, 202~~1~~<sup>3</sup>, before me personally came Maria C. Hlushko  
Town Clerk of Town of North Salem,  
(title)

the municipal corporation described in and which executed the above certificate, who being by me  
duly sworn did depose and say that he, the said Maria C. Hlushko  
and that he is the Town Clerk of said municipal corporation.  
(title)

Rosemary James  
Notary Public - State of New York  
No. 01JA6093953 - Qualified in Putnam County  
My Commission Expires June 9, 2027

Rosemary James Putnam  
Notary Public County

## **SCHEDULE "B"**

### **STANDARD INSURANCE PROVISIONS** **(MUNICIPALITY)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form

satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.l) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
  - i. Premises - Operations.
  - ii. Broad Form Contractual.
  - iii. Independent Contractor and Sub-Contractor.
  - iv. Products and Completed Operations.

Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.



## SCHEDULE "C"

### Schedule of Responsibilities of the Town of North Salem at Sal J. Prezioso Mountain Lakes Park (Camp Hemlock)

- Maintain swimming pool in accordance with Department of Health regulations.
- A Certified Pool Operator shall be on staff for the operation of the pool, proof of certification shall be sent to the Director of Conservation and the pool area shall be kept locked if there are no lifeguards present.
- Any discharge of pool water shall not be permitted except with the expressed written permission of the Commissioner and no chlorinated water shall be discharged. Chlorinated water is defined as a presence of chlorine greater than 0.1 mg/liter.
- All garbage removal.
- All turf maintenance, including trees and brush alongside of roads within the Permit Area from Building #63 throughout Camp Hemlock. Unused buildings adjacent to camper activity areas must be secured against camper entry.
- All trees in the Permit Area will be kept in a safe and aesthetic condition. Hazardous trees shall be removed in a timely manner for public safety only after receiving written permission from the Commissioner and any tree removals shall be in compliance with the Westchester County Tree Ordinance. Invasive vines and vegetation will be removed on a yearly basis as to not affect the health of the trees in the park.
- Rental and maintenance of portable toilets.
- Perform all electrical, plumbing, painting and carpentry repairs to all buildings and structures in use.
- Pump out and maintain existing septic fields in Permit Area.
- Create and adhere to a Covid-19 safety plan and submit such plan to the County, if required by the Commissioner.

- c) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

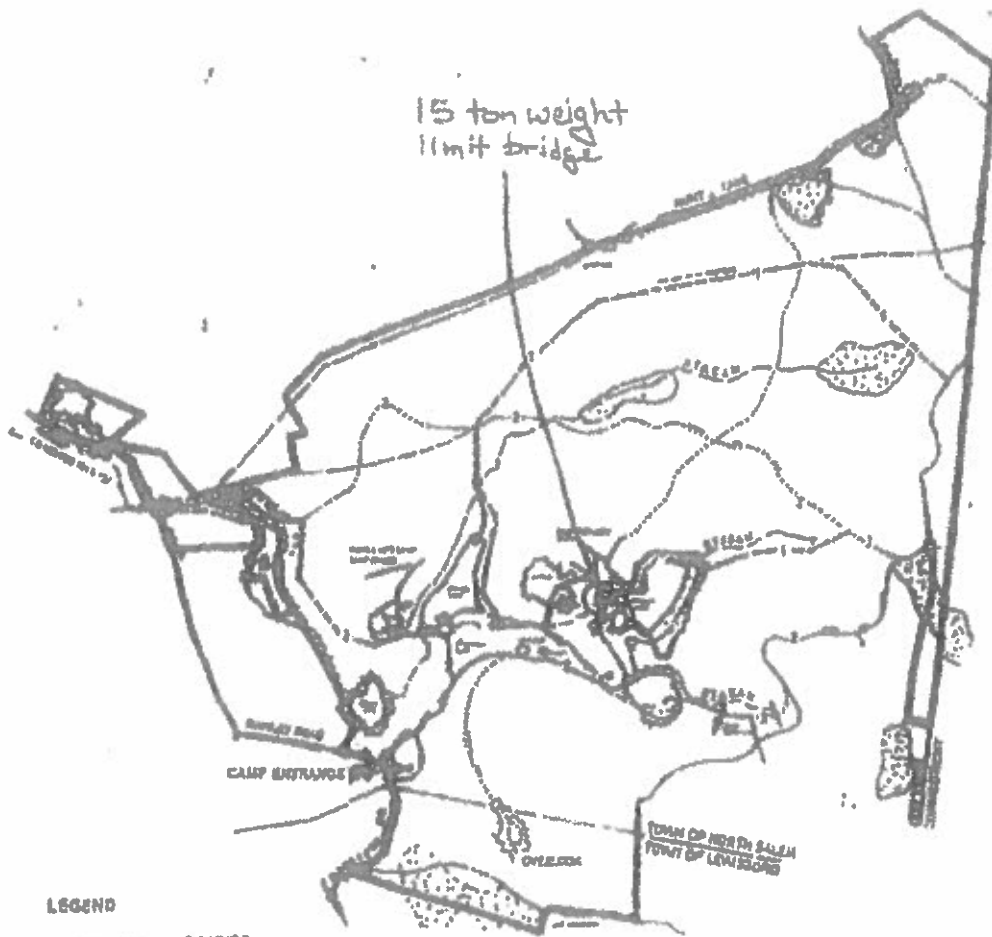
(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

**SCHEDULE "A"**

**Insert Map**

# SCHEDULE "A"



## LEGEND

**HIGH TRAILS & ROUTES**  
 ——— Paved Road  
 - - - - - Unpaved Road  
 ~~~~~ Hiking Trail

P PARKING & TRAILHEAD

--- STREAMS

**TRAIL MILEAGE**  
 From Parking Area

Loop 1 - 2.3 miles  
 Loop 2 - 3.1 miles



MAP PREPARED BY DEPARTMENT OF PLANNING - JUNE 1968 - 1/64



**MOUNTAIN LAKES CAMP**

DEPARTMENT OF PLANNING, RECREATION, AND CONSERVATION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Foa & Son Insurance<br>200 Broadhollow Rd.<br>Suite 410<br>Melville<br>NY 11747 | <b>CONTACT NAME:</b> R.J. Impastato<br><b>PHONE (A/C, No. Ext):</b> (516) 228-1234<br><b>FAX (A/C, No):</b> (516) 228-1235<br><b>E-MAIL ADDRESS:</b> R.J.Impastato@FoaSon.com                                                                                                                                                      |                               |        |                                   |  |            |  |            |  |            |  |            |  |            |  |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-----------------------------------|--|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Town of North Salem<br>266 Titicus Road<br>North Salem<br>NY 10560               | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: U.S. Specialty Ins. Co</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: U.S. Specialty Ins. Co |  | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                      | NAIC #                                                                                                                                                                                                                                                                                                                             |                               |        |                                   |  |            |  |            |  |            |  |            |  |            |  |
| INSURER A: U.S. Specialty Ins. Co                                                                  |                                                                                                                                                                                                                                                                                                                                    |                               |        |                                   |  |            |  |            |  |            |  |            |  |            |  |
| INSURER B:                                                                                         |                                                                                                                                                                                                                                                                                                                                    |                               |        |                                   |  |            |  |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                         |                                                                                                                                                                                                                                                                                                                                    |                               |        |                                   |  |            |  |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                         |                                                                                                                                                                                                                                                                                                                                    |                               |        |                                   |  |            |  |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                         |                                                                                                                                                                                                                                                                                                                                    |                               |        |                                   |  |            |  |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                         |                                                                                                                                                                                                                                                                                                                                    |                               |        |                                   |  |            |  |            |  |            |  |            |  |            |  |

## COVERAGES

CERTIFICATE NUMBER: CL2351282897

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL INSD                    | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                      |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------|----------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                            |          | U23PKG80336-04 | 05/14/2023              | 05/14/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>Employee Benefits \$ 1,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |                              |          | U23PKG80336-04 | 05/14/2023              | 05/14/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                             |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$ 19,000                                                                                    |                              |          | U23PKG80336-04 | 05/14/2023              | 05/14/2024              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$<br>PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>                                                                                                                                      |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N <input type="checkbox"/> | N/A      |                |                         |                         | E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                                                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Camp Hemlock - Permit 23-045. Certificate Holder is included as an additional insured as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

The County of Westchester  
450 Saw Mill River Road  
ATTN: KATHLEEN M. O'CONNOR  
Ardsley  
NY 10502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION  
GROUP SELF-INSURANCE**

|                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)</b><br><br>Town of North Salem<br>266 Titicus Road<br>North Salem, New York 10560                                                                                                                             | <b>1d. Corporate Contact Name of Business referenced in box "1a"</b><br>Business Telephone Number of Business referenced in box "1a"<br><br>Warren Lucas<br>914-669-5110 |
| <b>1b. Effective Date of Membership in the Group</b><br>07/01/2015                                                                                                                                                                                                                                                      | <b>1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"</b>                                                                    |
| <b>1c. The Proprietor, Partners, or Executive Officers are</b><br><input checked="" type="checkbox"/> Included (only check box if all partners/officers included)<br>all excluded or certain partners/officers excluded                                                                                                 | <b>1f. Federal Employer Identification Number of Business referenced in Box "1a".</b><br><br>146002347                                                                   |
| <b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)</b><br><br>The County of Westchester<br>450 Saw Mill River Road<br>Ardsley, NY 10502<br>RE: Permit 23-045//Camp Hemlock<br>Attn: Kathleen M. O'Connor<br><br>RE: Proof of Workers' Compensation Coverage; | <b>3. Name and Address of Group Self-Insurer</b><br><br>Public Employer Risk Management Association<br>PO Box 12250<br>Albany, NY 12212-2250                             |


This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

*If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is comp ly ing with the mandatory coverage requirements of the New York State Workers' Compensation Law.*

**Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.**

Certified by: Jack Wheeler, President  
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  01/01/2023  
Signature Date

Title: President

Telephone Number: 1-888-737-6269



# CERTIFICATE OF INSURANCE COVERAGE

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

|                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1a. Legal Name & Address of Insured (use street address only)<br>TOWN OF NORTH SALEM TOWN HALL<br>266 TITICUS ROAD<br>NORTH SALEM, NY 10560<br><br>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy) | 1b. Business Telephone Number of Insured<br><br>1c. Federal Employer Identification Number of Insured or Social Security Number<br>146002347                                                           |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br>The County of Westchester<br>450 Saw Mill River Road<br>Ardsley, NY 10502<br>RE: Permit 23-045/Camp Hemlock<br>Attn: Kathleen M. O'Connor                                      | 3a. Name of Insurance Carrier<br>ShelterPoint Life Insurance Company<br><br>3b. Policy Number of Entity Listed in Box "1a"<br>DBL573450<br><br>3c. Policy effective period<br>01/01/2023 to 12/31/2023 |

4. Policy provides the following benefits:

☐ A. Both disability and paid family leave benefits.

☒ B. Disability benefits only.

☐ C. Paid family leave benefits only.

5. Policy covers:

☐ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

☒ B. Only the following class or classes of employer's employees:  
ALL EMPLOYEES NOT REQUIRED BY LAW

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/13/2023 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

### PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

#### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.