

## STANDARD TERMS AND CONDITIONS

1. This permit shall at all times be subject to the approval of the Regional Land Manager and may be suspended or revoked at any time with due cause.
2. The permittee shall notify the Regional Land Manager at least 48 hours prior to commencing use and upon completion of use.
3. The activities authorized under this permit shall not interfere with normal administration of the area by the Department.
4. No damage will be done to State land, State facilities or boundary or survey markers.
5. The permittee hereby agrees to indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered against it by reason of the permittee's use of the State Lands which are the subject of this permit.
6. No trees or other vegetation shall be cut, disturbed or removed unless specifically authorized by the Regional Land Manager.
7. The State land covered by this permit shall be kept free of litter and debris and be left in a condition satisfactory to the Regional Land Manager at the expiration of the permit or on completion of activities authorized by the permit.
8. Upon completion of the activity, applicant must meet with the Regional Land Manager, or his or her designee, to inspect the area used to ensure that the permittee complied with the requirements of the permit and to close out the permit.
9. **Special Terms and Conditions attached must be met.**

## CONTACT INFORMATION

### **Primary DEC Contact:**

Jeffrey Wiegert

Regional Forester

NYSDEC Region 3

21 South Putt Corners Road

New Paltz, NY 12561

(845) 256-3004

or

George Profous, Forester, 845-256-3082

### SPECIAL TERMS AND CONDITIONS

1. The following areas are authorized for entry by the holder. (Holder of the TRP will limit access to these locations to the nearest gate and roadway and will not travel through other internal roadways). Ranger contact: Jacob Deslauriers 845-340-8429.
  - a. Dog training:
    - i. Pittman Robertson Pond Complex (Trail E-Ridge Road to Pittman Robertson Pond). **Entry and access on roadway from Ridge Road North only.**
    - ii. Stick Pond fields (west of raincoat factory/Barron Road North, Trail I-YELLOW) **(Entry and access limited to roadway from Barron Road North Gate only)**
    - iii. Wilkens Pond **(Entry limited to roadway from Barron Road North gate only)**
    - iv. Big Tree Field (Trail C: near parking area 56, east of Barron Road North). **(Entry and access limited to roadway from Barron Road North Gate only).**
    - v. Beaver Pond and Fields northwest of Restoration Pond (Trail J: north of corn field, not in proximity of the pond). **(Entry and access limited to roadway from Forrester Lane Gate only.)**
    - vi. Rowes Pond **(Entry and access via Barron Road South gate only).**
    - vii. Pittman-Robertson Pond area (Trail E, west of Ridge Road)**(Entry and access limited to gate and roadway at Ridge Road North).\***
    - viii. Orlando, Franks Field and Senior Hill **(access limited to gate and roadway at New Road North).**

\* **Access to Pitman-Robertson Pond area limited to one trip per car into area and one trip per car to exit area. Please also see point 5 below. Use of Pittman Robertson Pond for training is to be kept at a minimum.**
2. Speed limit on all roads is 25 mph.
3. Boats and equipment may not be stored on property. Boats and equipment must be thoroughly rinsed **before** movement between ponds. Boats must also be sprayed with a dilute solution of bleach or cleaning agent before use at Stewart State Forest and between ponds. Please refer to DEC's "STOP THE SPREAD of Aquatic Invasive Species and Fish Diseases in New York State" brochure.
4. Dog Clubs using blanks during training must make every attempt to post a person or place signs at each major trail/road intersection to alert and educate users. State forest users must continue to be allowed access through all training sites.
5. Access to event locations will be limited to one trip in and one trip out per vehicle per day, with the express purpose of minimizing roadway traffic. Only essential vehicle traffic will be allowed on the roadways. At all times, non-motorized recreational users have the right-of-way. All vehicles passing or approaching horses or bikes will either stop to let the users pass or pass carefully at a reduced speed of less than 15 mph.

6. Parking shall be limited to one side of the road only.
7. Motor vehicle use in or through fields or open areas adjacent to water bodies is not authorized in this permit. Vehicle access to sites causing rutting, or permanent roadway tracks, will not be permitted. Permittee will be responsible for repairing any new rutting or damage to roadways caused by the activity.
8. Permittee is required to furnish and have serviced as necessary one portable latrine per each 40 people in attendance. Latrines must be located so as to be accessible for the largest number of users in events with multiple locations. This may entail changing latrine locations at different training and trial events.
9. Permittee is required to report the number of persons attending the event and the number of cars accessing the property each day. A written report must be submitted by October 1, 2010.
10. Signs necessary for the event may be erected by the applicant up to 48 hours prior to the event and must be removed at the event's completion. Signs are not to be nailed to live trees, but may be strapped to trees or be free standing on posts.
11. All areas used during the event must be kept in a neat, clean and sanitary condition with all garbage and refuse, including any and all birds which may have been used during the event, must be removed from State land upon conclusion of the event.
12. Initial site work, including the mowing of field trial areas may occur only prior to April 15 (however, this is limited by weather conditions such as no rain for 24+ hours) or after July 15, unless specifically authorized in writing by the Department.
13. In the event of hazardous forest fire conditions, the Department may revoke or suspend this permit.
14. Participants are required to comply with **Environmental Conservation Law §§ 11-0923 (dog training regulations) and 11-0927 (Field trial propagated game)**, which are attached hereto and made a part of this permit. **A field trial propagated game license must be available for inspection upon request with this TRP permit.**
15. **Sponsoring club must post a map showing the locations of all training and informing other users that blanks are being used. The map must be prominently posted at the Weed Road Kiosk, Ridge Road North Kiosk, South Barron Road Kiosk and North Barron Road Kiosk before training commences.** Maps with information must be removed at the conclusion of the training. The DEC may work with permittees to post generic training info for Tuesdays and Thursdays. Training at the Pitman Robertson Pond area must always be clearly posted due to its geographic location. Training dates must be prominently displayed.
16. This permit does not convey or authorize exclusive use of the property or event area by the permit holder. Other users of the area may not be excluded by the permit holder at any time.

ECL § 11-0923. Dogs.

1. No owner or trainer of a dog shall:

a. allow it to hunt deer, or to run at large on enclosed lands on which wildlife or domestic game is possessed under license issued pursuant to the Fish and Wildlife Law or in any state park, state park reservation, state-owned game farm or wildlife refuge or state-owned or leased wildlife management area;

b. allow it to run at large in fields or woods inhabited by deer outside the limits of any city or village, except on lands actually farmed or cultivated by the owner or trainer of the dog or a tenant of such owner or trainer.

2. No owner or trainer of a dog shall take it a field for training on wild game except from August 16 to April 15 or as otherwise permitted by department order.

3. Dogs may be trained on artificially propagated game which is shackled, or led or confined game, legally possessed, or on training dummies or other artificial devices at any time on lands owned or leased by the owner or trainer of the dog or on lands for which he has written permission of the owner or lessee, provided such training is done in a manner to preclude any disturbances injurious to wildlife.

4. During the training of a dog, the trainer and any person in his company shall not possess afield a firearm loaded with ammunition other than blank shells or blank cartridges, or inflict any injury to animals or game birds contrary to law.

5. Dogs hunting deer, or hunting any wildlife or domestic game on enclosed lands described in paragraph a of subdivision 1 or on a state game farm or wildlife refuge or wildlife management area, may be killed as provided in section 11-0529.

6. Wildlife, except skunk, deer and bear, may be taken with the aid of a dog, provided, however, that the department is authorized to establish a training season during which only persons licensed by the department pursuant to section 11-0928 of this article may train tracking dogs on bear. Such season shall not begin before July first and shall end at least eight days in advance of any open hunting season for bear and no person participating in such training shall possess a firearm of any kind or a longbow. Nothing in this subdivision shall be construed to invalidate or otherwise affect a permit to track or take bear issued pursuant to subdivision one of section 11-0521 of this article.



# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JJ  
WESTC-9

DATE (MM/DD/YYYY)  
01/25/10

**PRODUCER**

Equisure, Inc.  
13790 E Rice Pl Ste 100  
Aurora CO 80015  
Phone: 303-614-6961 Fax: 303-614-6967

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 POLICIES BELOW.

**INSURED**

Westchester Retriever Club Inc  
726 E Hillside Lake Rd  
Wappingers Falls NY 12590

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: Colony Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

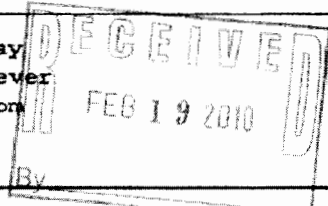
**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AK800002A-0-WESTC-9	02/01/10	02/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MFD EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	THIS IS NOT AN INSURANCE POLICY AND THE INSURER(S) HEREIN REFERRED TO IS(ARE) NOT LICENSED BY THE STATE OF NEW YORK AND NOT SUBJECT TO ITS SUPERVISION. THE INSURANCE CONFIRMED HEREIN, IN THE EVENT OF THE INSOLVENCY OF THE INSURER (INSURERS), IS NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	THIS IS NOT AN INSURANCE POLICY AND THE INSURER(S) HEREIN REFERRED TO IS(ARE) NOT LICENSED BY THE STATE OF NEW YORK AND NOT SUBJECT TO ITS SUPERVISION. THE INSURANCE CONFIRMED HEREIN, IN THE EVENT OF THE INSOLVENCY OF THE INSURER (INSURERS), IS NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	THIS IS NOT AN INSURANCE POLICY AND THE INSURER(S) HEREIN REFERRED TO IS(ARE) NOT LICENSED BY THE STATE OF NEW YORK AND NOT SUBJECT TO ITS SUPERVISION. THE INSURANCE CONFIRMED HEREIN, IN THE EVENT OF THE INSOLVENCY OF THE INSURER (INSURERS), IS NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate holder is added as an Additional Insured as their interest may appear with regards to the activities performed by the Westchester Retriever Club, Inc for the Training Days, Retriever Trials & mowing to be held from 4/1/10 to 9/30/10 only.



**CERTIFICATE HOLDER**

The People of NYS, DEC & its  
Officers & Employees  
Land/Facility Owner  
21 South Putt Corners Rd  
New Paltz NY 12561

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**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE