



**PERMIT MUST BE ON-SITE
WITH PERMITTEE AT ALL
TIMES OF THE EVENT**

PERMIT FOR FIELD USE ("Permit") 2022-2023

Permit Number: 701510	
Name of Permittee: Greenwich Village Little League (GVLL)	
Scheduled Date(s) and Hours for Field Use ("Field Use Schedule"): See Exhibit A	
Effective Date of Permit ("Permit Date"): June 12, 2023	
Field Location ("Premises"): See Exhibit A	
Permittee Contact Person: Susan Kushner	
Permittee Phone Number: (917) 494-1786	Cell Number:
Permittee Email: buttonbabe@aol.com	
Total Permit Fee: N/A	Permit Fee Due Date: N/A
Trust Contact Person: Kiera Boyle	
Trust Contact Phone Number: (917) 661-6801	Cell Number: (929) 280-5248
Trust Contact Email: KBoyle@hrpt.ny.gov	

Standard Terms and Conditions

1. This Permit shall not be effective until Permittee has paid the Permit Fee and Security Deposit required to be paid under this Permit to the Trust. A non-refundable \$25 Processing Fee must be submitted with each application.
2. The Permittee throughout the term of the Permit must purchase and maintain, in full force and effect, insurance coverage as described in **Exhibit B**. This Permit shall not be effective until Permittee has delivered proof of insurance in a form and substance reasonably satisfactory to the Trust.
3. All groups using the Pier 40 Recreation Fields, Chelsea Waterside Park Field, Pier 25 Turf Field, and/or Pier 26 Sports Court must obtain a written permit from the Trust (unless otherwise posted).
4. The Trust reserves the right to establish non-permittee "open play" hours during field use hours.
5. Permittee must confine their activities to the locations, times, and dates specified on this Permit.

Applications

6. Applications for the sessions may be submitted no more than six (6) months in advance of the start of each season. Each season is booked separately – you cannot reserve a time slot for multiple seasons, and you are not guaranteed sessions in concurrent seasons. Fields are booked on a seasonal basis and for a full session. If the Permittee does not intend to use specific days during the requested session, Permittee must notify the Trust.
7. One (1) individual must be designated to file the application and serve as contact for all permit issues.
8. Applying for a permit does not guarantee that the requested times/fields will be granted. The Trust reserves the right to use its discretion to determine how many and which hours each team/organization may receive.

Permit Fees

9. Session Fees for Adult Groups are due within ten (10) business days of notification that a permit has been issued, and no less than 24 hours in advance of field use in cases of late bookings.

10. Permit fees are non-refundable except in instances where a permitted time is cancelled as a result of scheduling conflict on behalf of the Trust. In the event of a cancellation, the Trust will inform the Permittee as soon as feasibly possible and refund the Permittee a prorated portion of the Permit Fee.

Youth Groups

11. NYC Public Schools and Non-Profit Youth Organizations will be given priority for weekend days and weekday after-school sessions.

12. An adult must supervise all Youth Organizations at all times. Minimum of one adult per 12 children.

Park Rules

13. Permittee shall, with respect to the Permit and the Premises, comply with, or cause compliance with, all Hudson River Park (the “Park”) rules and regulations posted on the Trust’s website at <http://www.hudsonriverpark.org/about-us/hrpt/rules-regulations>. The Permittee shall remain subject to all rules, regulations and laws of the City, State and federal departments insofar as applicable. In addition, Permittee shall further comply with all applicable New York State and New York City Department of Health requirements.

14. Park rules prohibit commercial activity in the Park without a permit. Permittees may not engage in activities for a fee or donation that would constitute commercial activity outside of the permitted activity set forth in the Permit unless authorized by the Trust. Events and activities outside of field play, including sponsored events, tabling, or events-for-hire during permitted times require authorization by the Trust and may, depending on the scope of the event, require a separate permit.

15. Permit does not give the Permittee the right to sell or offer for sale any articles, tickets or refreshments within or adjacent to the Park. All sales require a separate Permit issued by the Trust.

16. Permittee shall not sell, use, or distribute single-use plastic bottles, straws, cups, tableware, bags, utensils, food containers, and stirrers, in accordance with the Trust’s Park Over Plastic Initiative; information on Park Over Plastic can be found at: <https://hudsonriverpark.org/the-park/sustainability/park-over-plastic/>. Permittee may use plastic alternatives and reusable items including portable beverage coolers and bottles. A list of some current plastic alternative vendors and products are included in the Green Resource Guide, which can be found at: https://hudsonriverpark.org/app/uploads/2020/11/HRPK_Park_Over_Plastic_Green_Guide.pdf.

17. Littering is prohibited. The Permittee is responsible for cleaning and restoring to its proper condition all areas of the Park affected by the Permittee’s use. Permittee must appropriately recycle waste as per NYC Sanitation guidelines, which can be found at: <https://www1.nyc.gov/assets/dsny/site/services/recycling>.

18. Any Permittee in violation of Park rules, including, but not limited to, unauthorized commercial activity in Park space, may be subject to the revocation of existing permits and potential disqualification from the issuance of future permits by the Trust.

Field Rules

19. To ensure that as many groups as possible are able to use the fields, the following policy is in effect:

a. Permittees are expected to use the fields on the date(s) and time(s) specified in their permits. Permittees are required to notify the Trust if they do not intend to use specific date(s) and time(s). Permittees should call or email their Field Coordinator a minimum of seventy-two (72) hours in advance if unable to use the assigned sessions for reasons other than weather so the Trust can try to accommodate other applicants.

b. Permits for any groups who cancel, do not use, or under use the granted sessions three (3) or more times during the season may be subject to the revocation of remaining permits and potential disqualification from future seasons of play.

c. A minimum of twelve (12) players are expected to use the fields during each session for the indoor field. A minimum of twenty (20) players are expected to use the fields during each session for any of the outdoor fields.

20. Marking of the fields or any other field maintenance is strictly prohibited.

21. Pitchers' mounds and soccer goals may be moved to the side of the fields when not being used, but they must not be removed from the fields. They must remain on the turf at all times.

22. Moving bleachers onto the field from their current sideline location is strictly prohibited.

23. Cleats, soft-soled shoes, dress shoes, and carbon black marking shoes are prohibited on the Pier 26 Sports Court. Turf or molded cleats are permitted on all other athletic fields.

24. Pamphlets, handbills, or advertising material of any kind may not be posted, placed or distributed at the fields, unless written permission is granted by the Trust.

25. No alcoholic beverages, barbecuing, excessive noise, pets, smoking, rollerblading, riding scooters, skateboarding, or bicycling is allowed on or adjacent to field areas.

26. Bagged lunch/snacks may be consumed off the fields and along the sidelines during the permitted time, but additional gathering permits may be required. Please speak with the Public Programs Manager for more details to ensure you will not be in violation of the Permit.

27. All children who are not participating in on-field play must be supervised by a parent or guardian while on the grounds of the Park.

28. Permittee must vacate the premises promptly at the ending time stated on the Permit or face revocation of Permit.

29. Permittees must notify the Trust at the beginning of each season of special sporting events, including homecoming games, championships, tournaments, and other uses that may cause increased impacts to the Park, including traffic or a larger than normal number of spectators. A minimum of two-weeks' notice for special sporting events is required for events that arise during a season.

30. The Permittee is responsible for the conduct of anyone playing under the Permit and will be liable for damages to persons or property arising from such conduct.

31. Permittees must make all reasonable efforts to ensure their players do not use non-field spaces, including the covered areas surrounding the Pier 40 Recreation Fields and the space between Pier 40 Rooftop Fields, for ball play, warm up space, or other active recreation.

Field Condition

32. Permittee has inspected the Premises and is familiar with its condition. The Permittee will not make any changes, alterations, additions, or constructions, to the Premises. Permittee shall accept the Premises in its "as-is" condition on the Permit Date and shall surrender the Premises to the Trust by the end of the Term of the Permit in the same condition as received on the Permit Date. No allowance for ordinary wear and tear is granted hereunder due to the short duration of the Term of the Permit.

33. The Trust has not made nor does it make any representations or warranties, whether verbal or written, as to the condition, fitness, or merchantability of the Premises for Permittee's intended use and occupancy. All warranties at law or in equity are expressly disclaimed.

34. Use of Trust facilities constitutes Permittee's acceptance of the terms and conditions contained in this Permit.

Personal Property

35. Please secure all personal property while using the Premises. The Trust is not responsible for any items left unattended. In an effort to make the Pier 40 Courtyard Fields a more secure environment, the Trust has supplied pack racks for field users to store their personal property during their permitted usage times.

36. All Permittees must complete the seasonal questionnaire or otherwise provide the Trust with a plan to secure players' personal property during play.

Safety Matters

37. For all non-emergency situations, Permittee should call the 24/7 Operations Desk at (212) 242-6427 or the Trust Contact Person. In the event of an emergency, Permittee should call 911 and then the Trust's 24/7 Operations Desk.

38. The Trust reserves the right to close the entirety or portions of the Park including the Premises, to ensure public safety at any time.

General Legal Provisions

39. Permittee may not assign, sub-permit, transfer, sell, duplicate, or otherwise allow any entity, person, or party to use and occupy the Premises, or have any of the rights and privileges conveyed to Permittee by this Permit. A violation of this section may result in revocation of all permits issued to the Permittee.

40. Notwithstanding any other provisions of the Permit, the Permittee's status (and that of any subcontractor) shall be that of an independent contractor and not that of an agent or employee of the Trust. Accordingly, neither the Permittee nor any subcontractor shall hold itself out as, or claim to be acting in the capacity of, an employee or agent of the Trust.

41. In accordance with Article 15 of the Executive Law (also known as the NYS Human Rights Law), Title 8 of the New York City Administrative Code (also known as the NYC Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Permittee will not discriminate against any employee or applicant for employment because of actual or perceived age, race, creed, color, national origin, gender identity or expression, sexual orientation, predisposing genetic characteristics, military status, marital status, partnership status, domestic violence victim status, or alienage or citizenship status. Neither shall the Permittee discriminate in the use of these Premises or any access to these Premises if such Premises are used as a public accommodation or in connection with a public service.

42. The State of New York, including its Office of Parks, Recreation and Historic Preservation and its Department of Environmental Conservation, and the City of New York are not parties to this Permit and in no way shall either be responsible to any party for any claims of any nature whatsoever arising or which may arise from this Permit unless the State or the City expressly takes over this Permit and then only as to claims arising after such Permit is taken over by either New York State or New York City.

IN WITNESS WHEREOF, the parties hereby execute and deliver this Permit as of the date set forth above.

HUDSON RIVER PARK TRUST

PERMITTEE

By: _____

By: _____

Name:

Name:

Title:

Title:

Exhibit A

Field Use Schedule

Scheduled Rentals (56)

Date	Time	Hours	Title	Venue
6/13/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
6/13/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
6/14/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
6/14/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
6/15/2023	6:30 PM To 8:00 PM	1:30	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
6/16/2023	6:30 PM To 8:00 PM	1:30	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
6/18/2023	9:00 AM To 11:00 AM	2:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
6/20/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
6/20/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
6/21/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
6/21/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
6/27/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
6/27/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
6/28/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
6/28/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
7/2/2023	9:00 AM To 11:00 AM	2:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
7/4/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
7/4/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field

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Date	Time	Hours	Title	Venue
7/5/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
7/5/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
7/9/2023	9:00 AM To 11:00 AM	2:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
7/11/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
7/11/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
7/12/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
7/12/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
7/16/2023	9:00 AM To 11:00 AM	2:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
7/18/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
7/18/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
7/19/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
7/19/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
7/23/2023	9:00 AM To 11:00 AM	2:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
7/25/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
7/25/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
7/26/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
7/26/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
7/30/2023	9:00 AM To 11:00 AM	2:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
8/1/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
8/1/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field

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Date	Time	Hours	Title	Venue
8/2/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
8/2/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
8/6/2023	9:00 AM To 11:00 AM	2:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
8/8/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
8/8/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
8/9/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
8/9/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
8/13/2023	9:00 AM To 11:00 AM	2:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
8/15/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
8/15/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
8/16/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
8/16/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
8/20/2023	9:00 AM To 11:00 AM	2:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
8/22/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
8/22/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
8/23/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - West Field
8/23/2023	5:30 PM To 8:30 PM	3:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field
8/27/2023	9:00 AM To 11:00 AM	2:0	Susan Kushner - Greenwich Village Little League (GVLL)	Pier 40 Courtyard - East Field

Total hours: 155:00:00

Exhibit B

Insurance

a) The Permittee shall provide the Trust with (i) Certificates of Insurance naming the Additional Insureds set forth below and, (ii) at the request of the Trust, the “Schedules of Forms and Endorsements” and copies of the Forms and Endorsements evidencing compliance with all coverage requirements contained in this Exhibit B. Such certificates and Schedules of Forms and Endorsements shall be in form and substance acceptable to the Trust. Acceptance and/or approval of such certificates and/or Schedules of Forms and Endorsements and copies of the Forms and Endorsements by the Trust do not, and shall not, be construed to relieve the Permittee of any obligations, responsibilities or liabilities under this Exhibit B.

b) All insurance required by this Exhibit B shall include the following as “Additional Insured” if such coverage is available under such insurance policies: Hudson River Park Trust, the State of New York, the City of New York, and each of their offices, departments, agencies, officials, directors and employees. The Trust offices are located at Pier 40 - 353 West Street, Suite 201, New York, NY 10014 - Attn: Insurance Manager. The Additional Insured protection on the General Liability policy shall be provided on form CG 20 10 11 85 or its equivalent, or may be obtained through a combination of CG 20 10 07 04 and CG 20 37 07 04 or their equivalents. Additional Insured coverage must apply to direct and vicarious liability for both on-going and completed operations

c) [Intentionally Omitted]

d) Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance policy must be replaced no later than the renewal date of the policy with an insurer acceptable to the Trust and rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report.

e) Permittee shall cause all insurance to be in full force and effect as of the execution date of the Permit, or as of the date indicated in a “Notice to Proceed” if issued by the Trust, and to remain in full force and effect throughout the Term of the Permit and as further required by this Exhibit B. Permittee shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Coverage shall:

1. Be primary and non-contributing to any insurance or self-insurance maintained by the Trust.
2. Be obtained at the sole cost and expense of Permittee and shall be maintained with insurance carriers authorized to do business in New York State and acceptable to the Trust.
3. Provide written notice to the Trust, at least thirty (30) days prior to the termination, cancellation or non-renewal or material alteration of such insurance policies; notice shall be sent, via express or certified mail to:

Hudson River Park Trust
Attn: Insurance Manager
353 West Street
Pier 40, Second Floor
New York, NY 10014

4. Be solely responsible for the payment of their respective deductibles and self-insured retentions to which such insurance policies are subject. Self-Insured Retentions may not exceed **Ten Thousand (\$10,000)** per claim unless otherwise approved by the Trust. General liability and umbrella/excess policies shall contain no deductibles in excess of **Ten Thousand Dollars (\$10,000)** per claim unless otherwise approved by the Trust.

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f) Under no circumstances shall any insurance policies exclude coverage for claims that result from the imposition of New York Labor Law Section 240 (Scaffold Law) or for any Public Open Space or any portions of the premises used or for Public Access and Public Benefit Uses.

g) Upon the renewal date of any insurance policies, the Permittee shall supply the Trust with updated replacement proofs of coverage on Certificates of Insurance.

h) Permittee shall cause to be included in each of its insurance policies a waiver of the insurer's right of subrogation against the Trust and/or any Additional Insureds.

i) Permittee, throughout the Term of the Permit, or as otherwise required by this Exhibit B, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Exhibit B, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

1. **Commercial General Liability Insurance** with a limit of not less than **One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate**, which must apply on a per location or per project basis. Such insurance shall be written on ISO Form CG 00 01 12 07 or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of another assumed in a contract), extended bodily injury coverage, and damage to rented premises.
2. **Workers Compensation, Employers Liability and Disability Benefits Insurance** at statutory limits as applicable to the Permittee's operations and required by law. Proof of Workers Compensation coverage must be presented on the NYS WCB C-105.2 or equivalent form; proof of Disability coverage must be provided on a DB-120.1 form.
 - a) The NY State Workers Compensation Board guideline regarding these requirements is available at: <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>
 - b) If Exempt from Worker Compensation please refer to the following link and provide proof on the CE200 form issues by the NY State Workers Compensation Board:
http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp
 - c) If the Permittee is not a NY State based business, then the Permittee must provide a copy of its Workers' Compensation policy's Declarations Page to show that New York is listed in Part 3A and to confirm the policy provides statutory Employer's Liability coverage applicable in NYS.