



TOWN OF WEST SENECA

LAUREN J. MASSET
RECREATION SUPERVISOR

TOWN SUPERVISOR
GARY DICKSON
TOWN COUNCIL
WILLIAM HANLEY
WILLIAM BAUER
JOSEPH CANTAFIO
JEFFREY PIEKAREC

TO: Honorable Town Board / Town of West Seneca

FROM: Lauren J. Masset
Recreation Supervisor

DATE: June 29, 2020

RE: Z-Pac Bandshell Use - 2020

Please allow the Supervisor to execute the necessary documents to enter into an agreement with Stacy Zawadzki—Janusz located at 145 Pierce Street, Buffalo, NY, 14206 and the insured ZPAC, LLC, located at 954A Union Road, Ste 3, West Seneca, NY, 14224, for the use of Lions Bandshell.

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NON-EXCLUSIVE FACILITIES
USAGE PERMIT & LICENSE AGREEMENT
TOWN OF WEST SENECA RECREATION DEPARTMENT

This Non-Exclusive Facilities Usage Permit & License Agreement (the "Agreement") is by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the "Town"), Stacy Zawadzki-Janusz located at 145 Pierce Street, Buffalo, NY, 14206 and the insured ZPAC, LLC, located at 954A Union Road, Ste 3, West Seneca, NY, 14224 (the "Licensee") (collectively, the "Parties"), and is effective the date it was executed on behalf of the Town (the "Effective Date").

Recitals

WHEREAS, the Town owns and operates certain recreation facilities, including but not limited to: baseball diamonds, softball diamonds, soccer fields, community center gym and an ice rink; and

WHEREAS, the Licensee desires to use a Town owned and operated recreation facility for the purpose of conducting games, practices or any other permitted use as set forth in this Agreement; and

WHEREAS, the Town is willing to permit the Licensee, and its employees, volunteers, agents, representatives and invitees to use the Facilities upon the terms, and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Subject to the conditions, obligations and terms of this Agreement, including the Facilities Usage Rules and Regulations, set forth and attached hereto as EXHIBIT A, the Town grants the Licensee and the Licensee's Permitted Users a non-exclusive license (the "License") to use the facilities set forth and described within the hereto attached EXHIBIT B (the "Facilities"). By executing this Agreement, Licensee acknowledges and affirms it has reviewed and understands it shall be obligated to follow the Facilities Usage Rules and Regulations. Such use shall be solely for the Permitted Use as set forth below.

2. The License shall be the Permitted Use and the Permitted Use Dates as set forth and attached hereto as EXHIBIT C. Any changes to any provisions set forth in this section must be agreed to in writing by the Town, acting in its sole discretion.

3. The term of this Agreement shall commence on September 12, 2020, and end on September 14, 2020, unless terminate earlier in writing as provided by the Agreement.

4. The Licensee designates the individual named below (the "Licensee Representative") as the Licensee's authorized representative with whom the Town will work to facilitate the Permitted Use of the Facilities. The Town shall have the absolute right to rely upon representations and warranties made by the Licensee Representative purportedly on behalf of the Licensee:

Licensee Representative

Name and Title: Stacy Zawadzki-Janusz, Manager
 Address: 145 Pierce St, Buffalo, NY, 14206
 Phone: 716-361-2170
 Email: danceactsingstage@gmail.com

5. On or before September 1, 2020, the Licensee shall pay \$450.00 to the Town, for the right to use the Facilities during the term. After the Licensee's use of the Facilities, the Town shall provide an invoice setting forth any additional buildings and grounds maintenance costs resulting from the use. The invoice shall be paid within fifteen (15) days of Licensee's receipt. See Exhibit A #1. **Payment should be made with two checks. The first check should be made out to West Seneca Recreation for \$100.00. The second check should be made out to West Seneca Highway for \$350.00. There are no refunds (for any reason) on or after September 1, 2020.**

This document serves as an invoice for the facility use fee.

Checks should be made out to the Town of West Seneca. There is an additional fee for each credit card transaction, which will be applied to your "amount due" at time of payment. Payments can be made in person at West Seneca Youth & Recreation located at 1300 Union Road, West Seneca, NY, 14224. Payments can be submitted via mail to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. No currency should be sent in the mail. Checks are the preferred method of payment. Please do not mail anything to the previous Mill Road address.

Single use is defined as one game, practice, scrimmage, etc.

Single use is defined as one game, practice, scrimmage, etc.

6. Other Licensee obligations:

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THIS AGREEMENT (WITH ALL REQUIRED ITEMS) MUST BE TURNED INTO WEST SENECA YOUTH & RECREATION A MINIMUM OF THIRTY BUSINESS DAYS PRIOR TO THE EVENT.

- The Town of West Seneca will not provide any sound, P.A., announcement system or any other equipment. The License must provide all of their own equipment.
- A schedule must be provided to both Lauren J. Masset (lmasset@twсны.org) and Brian Adams (badams@twсны.org) no later than 10 days before the event.
- The Licensee understands Town of West Seneca reserves the right to cancel this agreement at anytime without notice or warning.
- The sale of food at the West Seneca Ice Rink, Community Center and Library, West Seneca Soccer Park and Sunshine Park is prohibited. The Town of West Seneca has an agreement with a vendor for the exclusive rights to sell food in these areas. In any other area of food of town the sale of any food must be discussed before this agreement is approved by the West Seneca Town Board. It is the Licensee responsibility to begin the conversation.
- Licensee understands the Town of West Seneca will make every effort to provide electric but it is not guaranteed. It is suggest the Licensee contact Brian Adams three business days before the scheduled use to discuss electric.

7. Other Town obligations:

8. The Parties acknowledge that there is a COVID-19 public health emergency and that Licensee, including its owners/operators/employees/players/spectators, must take precautions to help protect again the spread of COVID-19.

a. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.

b. The Licensee must sign the affirmation regarding Interim Guidance for Sports and Recreation provided by New York State affirming they have read and understand their obligation to operate in accordance with the guidance and provide proof of the signing of the affirmation to the Town prior to use of the Town's Facility. The affirmation may be found at <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/SportsAndRecreationMasterGuidance.pdf>. Such affirmation must be and proof of signature submitted to the Town with the return of this executed Agreement.

c. The Licensee is solely responsible for the preparation of their written safety plan as required by New York State Department of Health. Said written safety plan shall be submitted to the Town with the return of this executed Agreement.

d. It is the sole responsibility of the Licensee to enforce the guidelines set forth by the New York State Department of Health. Such failure to adhere to or enforce the guidelines may lead to police intervention and possible charges for those individuals not following the guidelines pursuant to the Governor's Executive Order 202 and New York State Public Health Law Section 12-b.

e. In the event the Licensee fails to remain compliant with provisions of Paragraph 14 of this Agreement, the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities.

9. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, or death. The Licensee hereby forever releases and waives any right to bring suit against the Town of West Seneca, and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Town's Facility. The Licensee understands that this waiver means they give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

10. Failure of the Parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee. The Town, in its sole discretion, may terminate this Agreement on the basis of any termination right set forth anywhere in this Agreement, including but not limited to any violation of the Facilities Usage Rules and Regulations.

11. The Licensee will only engage in Permitted Uses, all other uses are prohibited. The Licensee will engage in Permitted Uses in a manner that will protect and not damage the Facilities, and will immediately notify the Town in writing of any prohibited uses by the Licensee or its invitees.

12. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to cooperate with the Town's personnel at all times.

13. Neither the Licensee nor its invitees will make any alterations, improvements or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained by the Facilities during the Licensee's use, then the Licensee shall pay the Town for such damages.

14. The Licensee agrees to indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town's use and access of the Facilities, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town's negligence. The

Licensee will maintain, or cause to be maintained, in full force and effect, at the Licensee's expense, one or more policies of general comprehensive liability insurance (the "Licensee's Liability Insurance") with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least three million dollars (\$3,000,000.00) in the aggregate, naming the Town as an additional insured. If the Certificates of Insurance, demonstrating insurance coverage required by this Section, are not received by the Town prior to the Permitted Use Dates, then the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities. Certificates of Insurance upon their approval by the Town shall become part of this Agreement and shall be attached hereto as EXHIBIT D. An approved insurance certificate must be filed at least ten (10) days prior to Licensee's use of the Facilities. Failure to provide a Certificate ten (10) days prior to use may result in termination of this Agreement.

15. Each of the Parties acknowledges that it is not an agent for the other, and the Parties will not make any such assertions. This Agreement may be executed on behalf of the Town by any authorized Recreation Personnel, as designated by the Town Board. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

TOWN OF WEST SENECA

Signature: _____
Printed Name: Gary Dickson, West Seneca Town Supervisor
Dated: _____

(LICENSEE)

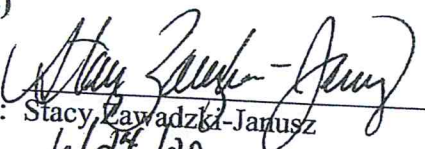
Signature: 
Printed Name: Stacy Zawadzki-Janusz
Dated: 6/27/00

EXHIBIT A - Facilities Usage Rules and Regulations

1. a. If the Town cancels events, games, gatherings or other scheduled activities due to weather or any other conditions, Licensee is prohibited from using the facilities. If Licensee cancels any scheduled use or will not be using the scheduled facility use, the Recreation Department must be notified in advance. The Town will, at the request of the Licensee, make a good faith effort to reschedule any uses canceled by the Town due to weather. If the town is unable to reschedule any canceled game, Licensee will not be entitled to any refund from the Town.
- b. Fees will not be refunded or adjusted should the Licensee fail to use the date they reserved. Fees will not be refunded or adjusted if usage is canceled due to weather related issues. Usage dates are not required to be rescheduled if they are canceled for weather related issues.
- c. The Town of West Seneca reserves the right to deny a refund of fees should the Licensee wish to withdraw from usage prior to it's scheduled start date.
2. Licensee agrees to pay the Town the total rental fee for use of the Town facility specified upon execution of this agreement. (Payment in full is required) Unless otherwise listed in section 5 of this agreement.
3. Licensee agrees to follow all local laws and any rules posted at the facility or park they are using.
4. Licensee is responsible for keeping vicinity free and clear of debris and garbage.
5. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
6. There is no smoking of any kind permitted at any town facility.
7. When using the Ice Rink all "Rink Rules" must be followed. These are posted in the main lobby of the ice rink.
8. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
9. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
10. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
11. Parking spots cannot be reserved for any Town facility.
12. West Seneca Youth & Recreation reserves the right to cancel any scheduled use at any time, with no notice.
13. If using the West Seneca Ice Rink no "outside" food or drink should be brought in. Food should be purchased from the concession area within the rink.
14. If using the West Seneca Soccer Park no grills are allowed.
15. The Town of West Seneca reserves the right to cancel this agreement at anytime, with no reason, cause or notice.
16. Failure to abide by this agreement and work in harmony with the Town of West Seneca could result in termination of this agreement. No refunds will be given. All fees will still be owed for future reserved field uses.

EXHIBIT B - (the "Facilities") – Use

Parks, Soccer Complex (Fields) and Diamonds - In addition to the facility used, licenses and participants shall receive us of bathroom facilities, and walking path (if available).

EXHIBIT C - Permitted Use and the Permitted Use Dates

September 12, 2020 from 8:00 AM – Dusk for practice.

September 13, 2020 from 8:00 AM – Dusk for set up, the show and break down.

Other Information / Notes:

TOWN OF WEST SENECA

Signature: _____

Printed Name: Gary Dickson, West Seneca Town Supervisor

Dated: _____

(LICENSEE)

Signature: _____

Printed Name: Stacy Zawadzki-Janusz

Dated: 6/24/20



Southgate Plaza, 954a Union Road, Suite 3, West Seneca, NY 14224

www.zpac.biz, (716) 608-1010

To whom this may concern:

For the health and safety of the audience and my clients. ZPAC has implemented a health and Safety plan for both the Center itself and also for the Rehearsal and Performance at the Lions Club, Band Shell at 1300 Union Road, West Seneca, NY 14224 for September 12 and 13th, 2020.

At the Center itself-Southgate Plaza, 954a Union Road, Suite 3, I already have in place: masks are to be worn, six feet distancing signs on the carpet, covid awareness signs, a hand sanitizing and thermometer station is in place, the waiting area is blocked off, only 1 parent allowed in the waiting area and they have to call us beforehand, the child has 1 article of clothing to keep warm and 1 snack bag that must be placed on a six foot square, there is also no contact amongst the students or staff and the classes now all end with 5 minutes of wipe down and clean up time in each studio. I also have a video link that I can provide for you, the necessary precautions I am taking for my Center that I have given to my clients.

FOR the Rehearsal and the Performance at the Band Shell:

For the rehearsal on September 12th, 2020 at the Band Shell: The band shell space will be roped off by us. No parents are allowed to stay. There is a child drop off and pick up only. The Staff will have a mask on and will meet the child with a mask in the parking lot and then take them to the band shell. The child then will use our hand sanitizing and thermometer station placed close to the band shell. Then the child will sit in the child's designated area of class, spaced out six feet apart using a rope. The child must bring their own water container.

Performance Day: September 13th: The audience designated area will be roped off in a 6 feet apart distance. They must enter the roped area using the hand sanitizing station provided by us. Depending on how many clients return in July, the number will be calculated and I will

determine how many people from each family will be allowed at the performance. In July, I would like to measure out the designated area at the bandshell, to determine the number of audience members, I can have for that Performance Day.

In the audience designated area: The only way the parents/families can watch the performance is to bring their own chair. I will have at least up to 10 ushers/Staff conducting the layout of the audience six feet apart distancing.

Masks are to be worn by all audience members and performers.

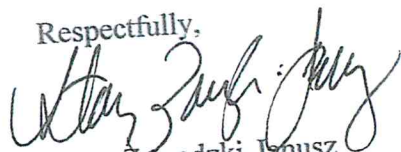
The performers will be six feet apart spacing during the performances. They then will go back to their designated area behind the stage, that will be roped off six feet apart and changing tents will be set up depending on how many students come back to the Center at this time. (I do not know, the exact number of students, because I have not started my business back up yet).

I will also provide the sound equipment needed for the performance and 2 changing tents, that will be set up behind the stage.

Any other questions or concerns, please contact me at my cell: (716) 361-2170. The business : (716) 608-1010, or my email: danceactsingstage@gmail.com.

I and my clients appreciate this and would be honored if this performance can happen.

Respectfully,



Stacy Zawadzki-Janusz

ZPAC Owner/Manager and Staff



New York Forward

Business Affirmation

We have received your reopening affirmation on 06/25/2020 at 04:54 pm.

Print or take a screenshot of this page for your records.

Your next step is to create and post your NY Forward Business Safety Plan.

I am the owner or agent of the business listed. I have reviewed the New York State interim guidance for business re-opening activities and operations during the COVID-19 public health emergency and I affirm that I have read and understand my obligation to operate in accordance with such guidance.

ZPAC: LLC -Stacy Zawadzki's Performing Arts Center

Arts & Entertainment - Low-Risk: Indoor

Stacy Zawadzki-Janusz

(716) 608-1010

danceactsingstage@gmail.com

954a Union Road

Suite 3

West Seneca, NY 14224

Erie County



NY FORWARD SAFETY PLAN TEMPLATE

Each business or entity, including those that have been designated as essential under Empire State Development's Essential Business Guidance, must develop a written Safety Plan outlining how its workplace will prevent the spread of COVID-19. A business may fill out this template to fulfill the requirement, or may develop its own Safety Plan. **This plan does not need to be submitted to a state agency for approval** but must be retained on the premises of the business and must be made available to the New York State Department of Health (DOH) or local health or safety authorities in the event of an inspection.

Business owners should refer to the State's industry-specific guidance for more information on how to safely operate. For a list of regions and sectors that are authorized to re-open, as well as detailed guidance for each sector, please visit: forward.ny.gov. If your industry is not included in the posted guidance but your businesses has been operating as essential, please refer to ESD's [Essential Business Guidance](#) and adhere to the guidelines within this Safety Plan. Please continue to regularly check the New York Forward site for guidance that is applicable to your business or certain parts of your business functions, and consult the state and federal resources listed below.

COVID-19 Reopening Safety Plan

Name of Business: ZPAC, LLC - Stacy Zawadzki's Performing Arts Center

Industry: ARTS

Address: 954a Union Road, Suite 3, West Saecus, N.Y. 14224

Contact Information: Stacy Zawadzki-Tarnusz Biz: (716) 608-1010
www.zpac.biz

Owner/Manager of Business: Stacy Zawadzki-Tarnusz

Human Resources Representative and Contact Information, if applicable:

Stacy Zawadzki-Tarnusz
Cell: (716) 361-2170

A. Physical Distancing. To ensure employees comply with physical distancing requirements, you agree that you will do the following:

521 Ensure 6 ft. distance between personnel, unless safety or core function of the work activity requires a shorter distance. Any time personnel are less than 6 ft. apart from one another, personnel must wear acceptable face coverings.

525 Tightly confined spaces will be occupied by only one individual at a time, unless all occupants are wearing face coverings. If occupied by more than one person, will keep occupancy under 50% of maximum capacity.

SAJ ✓ Post social distancing markers using tape or signs that denote 6 ft. of spacing in commonly used and other applicable areas on the site (e.g. clock in/out stations, health screening stations)

SAJ ✓ Limit in-person gatherings as much as possible and use tele- or video-conferencing whenever possible. Essential in-person gatherings (e.g. meetings) should be held in open, well-ventilated spaces with appropriate social distancing among participants.

SAJ ✓ Establish designated areas for pick-ups and deliveries, limiting contact to the extent possible.

List common situations that may not allow for 6 ft. of distance between individuals. What measures will you implement to ensure the safety of your employees in such situations? (See letter/video)

At the Band Shell: The area will be roped off and I will have 10 ushers guiding people for designated seating of 6ft apart. Masks will be worn.

At our center: I already supplied masks to staff. I have sanitizing stations for everyone & thermometer check.

How you will manage engagement with customers and visitors on these requirements (as applicable)?

(See my letter/video)

At the Band Shell: Customers will be a ticket by appointment only. For Reh: They will drop off & pick up child w/ mask. For perf. we will have roped off seating area.

How you will manage industry-specific physical social distancing (e.g., shift changes, lunch breaks) (as applicable)? (See letter/video)

At Band Shell: There will not be any lunch breaks - just in/out from a set time.

At our center: All my employees/staff are independent & part time contractors. They take breaks on their own time in between lessons if needed. A headup in place -

A. Protective Equipment. To ensure employees comply with protective equipment requirements, you agree that you will do the following:

SAJ ✓ Employers must provide employees with an acceptable face covering at no-cost to the employee and have an adequate supply of coverings in case of replacement.

SAJ ✓ What quantity of face coverings - and any other PPE - will you need to procure to ensure that you always have a sufficient supply on hand for employees and visitors? How will you procure these supplies?

(See letter/video)

My staff & I were already given masks that the business purchased.

At the Band Shell & Our center: Masks were provided & the business will provide a Station of Hand Sanitizer/wipe/thermometer check.

5/24 ✓ Face coverings must be cleaned or replaced after use or when damaged or soiled, may not be shared, and should be properly stored or discarded.

What policy will you implement to ensure that PPE is appropriately cleaned, stored, and/or discarded?
(see letter/video)

At Band Shell: The staff + clients must bring their own to the Reel/Reel.

At our center: The staff + clients take home their masks.

5/24 ✓ Limit the sharing of objects and discourage touching of shared surfaces; or, when in contact with shared objects or frequently touched areas, wear gloves (trade-appropriate or medical); or, sanitize or wash hands before and after contact.

List common objects that are likely to be shared between employees. What measures will you implement to ensure the safety of your employees when using these objects?

At the Band Shell: Only mats will be used + those will be disinfected after the number.

At our center: We already had in place disinfecting wipe + bleach to clean any object w/ a cleaning log.

B. Hygiene and Cleaning. To ensure employees comply with hygiene and cleaning requirements, you agree that you will do the following:

5/24 ✓ Adhere to hygiene and sanitation requirements from the Centers for Disease Control and Prevention (CDC) and Department of Health (DOH) and maintain cleaning logs on site that document date, time, and scope of cleaning.

Who will be responsible for maintaining a cleaning log? Where will the log be kept?

(see letter/video)
At our center: We already had a cleaning log in place in staff room.

Now we have a cleaning log in every room.
I + staff have to mop floor + disinfect area.

5/24 ✓ Provide and maintain hand hygiene stations for personnel, including handwashing with soap, water, and paper towels, or an alcohol-based hand sanitizer containing 60% or more alcohol for areas where handwashing is not feasible.

Where on the work location will you provide employees with access to the appropriate hand hygiene and/or sanitizing products and how will you promote good hand hygiene?

(see letter/video)
We already had in place hand sanitizer + disinfectant wipes.

Now we have a station @ entrance door

9 ✓ Conduct regular cleaning and disinfection at least after every shift, daily, or more frequently as needed, and frequent cleaning and disinfection of shared objects (e.g. tools, machinery) and surfaces, as well as high transit areas, such as restrooms and common areas, must be completed.

What policies will you implement to ensure regular cleaning and disinfection of your worksite and any shared objects or materials, using products identified as effective against COVID-19?

We already had in place disinfecting wipes/sanitizers
Now - just more added.

C. Communication. To ensure the business and its employees comply with communication requirements, you agree that you will do the following:

520 ✓ Post signage throughout the site to remind personnel to adhere to proper hygiene, social distancing rules, appropriate use of PPE, and cleaning and disinfecting protocols.

521 ✓ Establish a communication plan for employees, visitors, and customers with a consistent means to provide updated information.

522 ✓ Maintain a continuous log of every person, including workers and visitors, who may have close contact with other individuals at the work site or area; excluding deliveries that are performed with appropriate PPE or through contactless means; excluding customers, who may be encouraged to provide contact information to be logged but are not mandated to do so.

Which employee(s) will be in charge of maintaining a log of each person that enters the site (excluding customers and deliveries that are performed with appropriate PPE or through contactless means), and where will the log be kept?

Center: The log will be kept @ staff room & each room desk.

523 ✓ If a worker tests positive for COVID-19, employer must immediately notify state and local health departments and cooperate with contact tracing efforts, including notification of potential contacts, such as workers or visitors who had close contact with the individual, while maintaining confidentiality required by state and federal law and regulations.

If a worker tests positive for COVID-19, which employee(s) will be responsible for notifying state and local health departments?

I, myself will be responsible.

A. Screening. To ensure the business and its employees comply with protective equipment requirements, you agree that you will do the following:

Implement mandatory health screening assessment (e.g. questionnaire, temperature check) before employees begin work each day and for essential visitors, asking about (1) COVID-19 symptoms in past 14 days, (2) positive COVID-19 test in past 14 days, and/or (3) close contact with confirmed or suspected COVID-19 case in past 14 days. Assessment responses must be reviewed every day and such review must be documented.

5/29

What type(s) of daily health and screening practices will you implement? Will the screening be done before employee gets to work or on site? Who will be responsible for performing them, and how will those individuals be trained?

5/29

(see letter video)
I will have a disinfecting station @ entrance

If screening onsite, how much PPE will be required for the responsible parties carrying out the screening practices? How will you supply this PPE?

5/29

My staff & myself - I will provide. ZPAC

B. Contact tracing and disinfection of contaminated areas. To ensure the business and its employees comply with contact tracing and disinfection requirements, you agree that you will do the following:

5/29 Have a plan for cleaning, disinfection, and contact tracing in the event of a positive case.

In the case of an employee testing positive for COVID-19, how will you clean the applicable contaminated areas? What products identified as effective against COVID-19 will you need and how will you acquire them?

5/29 The CDC website and I will contact State. The thermometer will tell me if they have a fever.

In the case of an employee testing positive for COVID-19, how will you trace close contacts in the workplace? How will you inform close contacts that they may have been exposed to COVID-19?

5/29 I will already have the testing station @ entrance will determine a fever, if then will ask staff to go home if sick & take necessary precautions.

IV OTHER

Please use this space to provide additional details about your business's Safety Plan, including anything to address specific industry guidance.

*Please see my letter/video
for more details.
Amy Zuffrey*

Staying up to date on industry-specific guidance:

To ensure that you stay up to date on the guidance that is being issued by the State, you will:

Consult the NY Forward website at forward.ny.gov and applicable Executive Orders at governor.ny.gov/executiveorders on a periodic basis or whenever notified of the availability of new guidance.

STAY HOME.

STOP THE SPREAD.

SAVE LIVES.

State and Federal Resources for Businesses and Entities

As these resources are frequently updated, please stay current on state and federal guidance issued in response to COVID-19.

General Information

New York State Department of Health (DOH) Novel Coronavirus (COVID-19) Website
Centers for Disease Control and Prevention (CDC) Coronavirus (COVID-19) Website
Occupational Safety and Health Administration (OSHA) COVID-19 Website

Workplace Guidance

CDC Guidance for Businesses and Employers to Plan, Prepare and Respond to Coronavirus Disease 2019
OSHA Guidance on Preparing Workplaces for COVID-19

Personal Protective Equipment Guidance

DOH Interim Guidance on Executive Order 202.16 Requiring Face Coverings for Public and Private Employees
OSHA Personal Protective Equipment

Cleaning and Disinfecting Guidance

New York State Department of Environmental Conservation (DEC) Registered Disinfectants of COVID-19
DOH Interim Guidance for Cleaning and Disinfection of Public and Private Facilities for COVID-19
CDC Cleaning and Disinfecting Facilities

Screening and Testing Guidance

DOH COVID-19 Testing
CDC COVID-19 Symptoms

STAY HOME.

STOP THE SPREAD.

SAVE LIVES.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2020

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 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).

PRODUCER Promark Associated Agencies, Inc. 7 Limestone Dr. Williamsville NY 14221	CONTACT NAME: Alexis Huth PHONE (A/C, No, Ext): (716) 633-8401 FAX (A/C, No): (716) 633-8429 E-MAIL ADDRESS: ahuth@promarkinsurance.com														
INSURED ZPAC, LLC 954A, Union Rd, Ste 3 West Seneca NY 14224	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B: United States Fire Ins. Co.</td> <td style="text-align: center;">21113</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: Philadelphia Indemnity Ins Co	18058	INSURER B: United States Fire Ins. Co.	21113	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: CL19111309567** **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			PHPK2062789	11/14/2019	11/14/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> INCL ATHLETIC PARTICIPANTS	X					MED EXP (Any one person) \$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Accident/Medical Coverage			UMA8656A	11/14/2019	11/14/2020	AD&D 500,000
							MAXIMUM MEDICAL 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of West Seneca is an additional insured on the general liability when required by written contract.

CERTIFICATE HOLDER Town of West Seneca 1250 Union Rd West Seneca, NY 14224	CANCELLATION 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 C Alderson, CFP, AIF/
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6/18/20

To Whom This may concern:

Being a business owner in West Seneca since 2007, I would like to keep my business in West Seneca, which strengthens the community and the team. ZPAC has also been a part of the West Seneca Community Day / parade for several years.

I would be honored and privileged to keep my performance alive for the year 2020, due to the covid pandemic at your amphitheatre ^① / band shell (behind the courthouse) OR at a ^② park + I will rent a 20x20 stage.

With that being said please accept my application (the children/families that are clients of my business would be pleased and excited. (We did perform on that stage for community days)). I am scrambling now to the venue of my performance due to the limit size of people indoors) Please help!

Respectfully -

Stacy Zawadzki - Janusz

ZPAC performing Arts Center

Southgate Plaza, 95th Union Rd Ste 3

Event Information: *End of the year performance*

Facility Requested: *West Seneca 1st choice*
Amphitheatre / Band Shell behind Courthouse **OR** *West Seneca Firemans ct*
OR *2nd* *Park*

Event Name: *ZPAC'S 2020's Greatest*

Event Start Time/Date: *8am -* **OR** *Sept. 12*
September 13th, 2020 *(was supposed to be June 13, 20*
but I will rent a platform

Event End Time/Date: *3:00 PM* **OR** *Sept 12*
September 13th 2020

Event Description: *Setup @ 8am, show begins at 12-noon*
then take down @ 2:30pm

Down to disk

*If this is for multiple single uses, please list all requested usage dates and times.
If we could practice the day before on September 12th, if not no problem.

Also submitted before an agreement can be drawn up:

9/12-9/13
↓

2 days
① Rehearsal
② Show

For road races, a map of the event is required.

For tournaments or events, a schedule is required.

This information will not be accepted over the phone. Email the information and COI as outlined above to lmasset@twswny.org.

You may be required to meet with the Recreation Supervisor and Highway Superintendent during this stage.

Providing the above information and COI does not give you permission to use West Seneca Facilities. It is only the first step in the permit process.

STAGE 2:

AGREEMENT PROCESS STAGE 2: See the chart below, Column B for the due date.

After the West Seneca Youth & Recreation office receives the above information we will draft an Agreement within five (5) business days. The agreement will then be emailed to the Licensee Representative. The agreement must be placed on file a minimum of 30 days prior to the event. The agreement filed in our office must contain an original signature(s).

Agreements that are copied, scanned, faxed, etc. will not be accepted. Agreements can be dropped off in person at 900 Mill Road #211 West Seneca, NY 14224. Agreements can be mailed to West Seneca Youth & Recreation 1250 Union Road West Seneca, NY 14224. We ask that you do not mail anything to 900 Mill Road #211. *Please be advised we are moving to 1300 Union Road, West Seneca, NY 14224 in the late Spring/Early Summer of 2018.*

For Community and Special events, it is also required during the Non-Exclusive Facility Usage Permit & License Agreement process that you reach out to the West Seneca Highway Superintendent Brian Adams (badams@twсны.org) (<http://badams@twсны.org>) and West Seneca Chief of Police Dan Denz (denz@westsenecapolice.org) (<mailto:denz@westsenecapolice.org>).

STAGE 3

AGREEMENT PROCESS STAGE 3: See the chart below, Column C for approval date.

After the Town of West Seneca has reviewed the agreement and approved it the Licensee will be notified if the agreement was approved or denied. Depending on the size, capacity, duration, and other factors West Seneca Town Board approval may be required.

DEADLINE/CUT OFF DATES FOR EACH STAGE:

Please follow the below list of cut-off dates and deadlines for 2020 facility use. The 2021 due dates will be released after the Town of West Seneca 2021 Re-Org Meeting (in mid-Jan 2021).

In order to start the Non-Exclusive Facility Usage Permit & License Agreement process our department will need the COI as described above and the following information:

Licensee Information: ZPAC, LLC - Stacy Zawadzki's Performing Arts Center

Name: Stacy Zawadzki-Janusz

Address: 954a Union Road Suite 3, Southgate Plaza
West Seneca, NY 14224

Phone: (716) 608-1010

Email: danceactsingstace@gmail.com

Website: www.zpac.biz

Licensee Representative Information (This is the person signing the agreement):



Name and Title: Stacy Zawadzki-Janusz - Owner/Manager

Address: I used to live in U.S.
Now: 145 Pierce Street, Buffalo, NY 14206

Phone: (716) cell 361-2170, Home (716) 822-6846

Email: danceactsingstace@gmail.com

Insured Cooperation Information (This information must match the information provided on the Insurance Certificate):

Name: ZPAC, LLC

Address: 954a Union Rd. Ste 3
West Seneca, NY 14224

Phone: Biz: (716) 608-1010, cell: (716) 361-2170

Email: danceactsingstace@gmail.com