



## TOWN OF WEST SENECA

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

**LAUREN J. MASSET**  
RECREATION SUPERVISOR

**TO:** Honorable Town Board / Town of West Seneca

**FROM:** Lauren J. Masset  
Recreation Supervisor

**DATE:** June 30, 2020

**RE:** Addendum – June 2020

Please allow the Supervisor to execute the attached Addendums for the previously executed agreements for the Town of West Seneca Facility usage for the following:

- West Seneca Youth Baseball
- WNY Flash
- Benker/Buffalo Bombers
- West Seneca Soccer Club
- West Seneca Girls Softball
- Royals Soccer
- Sirens FC

**Note:**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and COVID-19 is reported to be extremely contagious; and, the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health have all implemented guidelines and rules related to the safety and reduction of spread of COVID-19; for the safety of the Parties, including the Licensee and its owners/operators/employees/players/spectators the Parties desire to make this Addendum to the Non-Exclusive Facilities Usage Permit & License Agreement previously executed in consideration of the circumstances described above.

West Seneca Youth & Recreation  
Mailing Address: 1250 Union Rd, West Seneca, NY 14224  
Office Address: 1300 Union Rd, West Seneca, NY 14224  
Telephone Number: 716-674-6086

Email: [lmasset@twсны.org](mailto:lmasset@twсны.org)  
Website: [www.westseneca.net](http://www.westseneca.net)  
Facebook: West Seneca Youth & Recreation  
Twitter: WS\_REC

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

This Addendum to 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"), and the Licensee West Seneca Youth Baseball, 997 Union Road, 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 Licensee and the Town previously entered into a License Agreement for use of Town Facilities; and

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and COVID-19 is reported to be extremely contagious; and

WHEREAS, the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health have all implemented guidelines and rules related to the safety and reduction of spread of COVID-19;

WHEREAS, for the safety of the Parties, including the Licensee and its owners/operators/employees/players/spectators the Parties desire to make this Addendum to the Non-Exclusive Facilities Usage Permit & License Agreement previously executed in consideration of the circumstances described above.

**NOW, THEREFORE**, the Parties agree as follows:

1. 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 against the spread of COVID-19.
2. 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.
3. 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/SportsAndRecreationMaste>

rGuidance.pdf. Such affirmation must be and proof of signature submitted with the return of this executed Agreement.

4. 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.

5. 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.

6. 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.

7. 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.

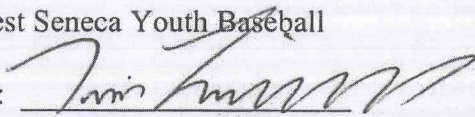
8. All other terms of the prior License Agreement between the Parties not modified herein shall remain in full force and effect.

9. This Agreement contains the entire agreement between the Parties. All prior negotiations, statements, or representations are merged herein. The Parties acknowledge that they have not made or relied upon any representations, statements, or agreements except those specifically set forth herein.

TOWN OF WEST SENECA

By: \_\_\_\_\_  
Gary A. Dickson  
Title: Supervisor

West Seneca Youth Baseball

By:   
Name: Tim Liddle  
Title: Board member



**New York Forward**

## Business Affirmation

**We have received your reopening affirmation on 06/30/2020 at 01:26 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.**

[Download the NY Forward Business Safety Plan Template](#)

*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.*

### **West Seneca Youth Baseball**

Sports and Recreation

Timothy Liddle

(716) 983-4130

trl@benderson.com

997 Union Road

West Seneca, NY 14224

Erie County



## NY FORWARD BUSINESS RE-OPENING SAFETY PLAN TEMPLATE

Each re-opening business 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: <https://forward.ny.gov/>

### COVID-19 Reopening Safety Plan

**Name of Business:** West Seneca Youth Baseball Association (WSYBA)

**Industry:** Sports & Recreation (House Baseball League)

**Address:** 997 Union Rd. – West Seneca, NY 14224

**Contact Information:** [trl@benderson.com](mailto:trl@benderson.com)  
716-983-4130 (cell and text)

**Owner/Manager of Business:** Tim Liddle

**Human Resources Representative and Contact Information, if applicable:**

### I. PEOPLE

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

- ┌ 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.
- ┌ 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.



- ┌ 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)
- ┌ 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.
- ┌ 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?*
- ┌ WSYBA has established plans to allow for youth baseball to continue under modified playing conditions for 2020. The most common situation where 6 feet of distance may not be present during game play is during a contested play at a base. These situations are rare and are over very quickly. All other traditional instances of close contact will be mitigated. Most importantly, no players will congregate on the players benches. Instead when not playing in the field, all players will move to areas behind the players benches where social distancing of 6 feet should be observed.
  - *you will manage engagement with customers and visitors on these requirements (as applicable)?*
- ┌ WSYBA for the coming season will limit the attendance at games to no more than 2 spectators per player to ensure that crowds are kept to manageable levels. Signage will be posted at every baseball diamond as a reminder of the new rules and guidelines for play.
  - *How you will manage industry-specific physical social distancing (e.g., shift changes, lunch breaks) (as applicable)?*
- ┌ All activities of the WSYBA for 2020 will be conducted in an outdoor setting. Given the outdoor setting, there is plenty of space for entering and exiting the ballpark and to enjoy the ball game while practicing social distancing.

## II. PLACES



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

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.

- *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?*

WSYBA does not have any employees. All visitors/spectators and coaches will be required to wear face coverings whenever social distancing cannot be maintained. It will be their responsibility to bring their own face covering. WSYBA Coaches have all agreed to supply their own face coverings. Players and umpires will not be required to wear any face covering while engaged in the core activity of the sport.

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?*

WSYBA will advise all visitors, parents, players coaches and umpires to dispose of any used face coverings at one of the garbage disposal locations within each park. Signage on each diamond will serve as a reminder to dispose of any used items properly.

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?*

WSYBA will instruct coaches/parents to discourage the sharing of any bats, helmets, gloves, and other personal equipment. WSYBA will provide a set of catcher's equipment to each team along with disinfectant spray. Should the need arise to have more than one player play catcher in the game, coaches will ensure that the equipment has been sanitized in-between uses.

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



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?*

As WSYBA has no employees, there are no plans to keep a cleaning log. Coaches have been advised that it is their responsibility to clean the catcher's equipment during (as required) and after each game to ensure this equipment is clean for the next game.

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?*

Most games will be played at a park that has a restroom facility for handwashing. Additionally, WSYBA will provide to each team sanitary supplies that includes hand sanitizer and disinfectant spray. Coaches have been instructed to make certain that the league provided hand sanitizer is available on the bench area of each team during all organized activities.

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?*

WSYBA will conduct all games outside, no indoor facilities will be used for any organized activity. Hand Sanitizer and disinfectant spray will be supplied to each team. Team coaches will sanitize any team equipment between formal activities.

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

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.

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





】 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?*

WSYBA will not conduct any indoor activity for the 2020 baseball season. Given this consideration, no log will be kept.

】 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?*

Tim Liddle, President WSYBA



### III. PROCESS

**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.

- *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?*

The NYS Sports and Recreation affirmation document states that screenings are not mandated for patrons, players, parents and coaches. As such the WSYBA will not conduct any health screenings. However, WSYBA will advise players, coaches, umpires and families to self-monitor themselves for the display of any symptoms of Covid-19. Should anyone display any Covid symptoms they should not attend any WSYBA activity.

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

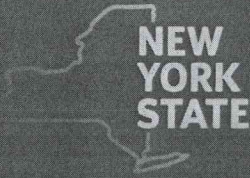
No onsite screening will take place.

**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:

┌ 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?*

WSYBA will provide all necessary sanitary supplies to each team. Seeing as there is no indoor facility being utilized, any area on the baseball diamond can be decontaminated with the supplies provided to each team whenever appropriate. WYSBA will purchase supplies in bulk in sufficient quantity to ensure that each team has the supplies they need for the entire season. Disinfectant spray and Hand Sanitizer will be supplied to every team.



- *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?*

WSYBA maintains a database of players, parents and coaches. Given the restriction of only two spectators for each player, extended families and general visitors who are unknown to the coaches and parents should not be present at any game this year. Contract tracing, if need be, can be completed with the cooperation of parents, coaches and the WSYBA Board.

#### IV. Other

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

WSYBA has made several changes to the way games will be played this year to address the challenge that Covid-19 presents. Highlighted here are several changes that will allow the league to operate in a safe manner this season. WSYBA will discourage and not sanction the sharing of bats, helmets, gloves or other personal equipment. Players will not congregate on the players benches, but instead be asked to properly social distance behind the players benches. Coaches and spectators will be asked to wear face coverings whenever appropriate. No handshakes after the game is over, as is youth baseball tradition. Instead, a tip of the cap to the opposing team will be employed. Spectators will be limited to two persons for each player.

#### 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 <https://forward.ny.gov/> and applicable Executive Orders at <https://www.governor.ny.gov/executiveorders> on a periodic basis or whenever notified of the availability of new guidance.

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

This Addendum to 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"), and the Licensee Western New York Flash, located at 7070 Seneca Street, Elma New York 14059 and New York State West Youth Soccer Association P.O. Box 1247 Corning, NY 14830 (the "Licensee") (collectively, the "Parties"), and is effective the date it was executed on behalf of the Town (the "Effective Date").

**Recitals**

WHEREAS, the Licensee and the Town previously entered into a License Agreement for use of Town Facilities; and

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and COVID-19 is reported to be extremely contagious; and

WHEREAS, the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health have all implemented guidelines and rules related to the safety and reduction of spread of COVID-19;

WHEREAS, for the safety of the Parties, including the Licensee and its owners/operators/employees/players/spectators the Parties desire to make this Addendum to the Non-Exclusive Facilities Usage Permit & License Agreement previously executed in consideration of the circumstances described above.

**NOW, THEREFORE**, the Parties agree as follows:

1. 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 against the spread of COVID-19.
2. 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.
3. 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/SportsAndRecreationMaste>

rGuidance.pdf. Such affirmation must be and proof of signature submitted with the return of this executed Agreement.

4. 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.

5. 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.

6. 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.

7. 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.

8. All other terms of the prior License Agreement between the Parties not modified herein shall remain in full force and effect.

9. This Agreement contains the entire agreement between the Parties. All prior negotiations, statements, or representations are merged herein. The Parties acknowledge that they have not made or relied upon any representations, statements, or agreements except those specifically set forth herein.

TOWN OF WEST SENECA

By: \_\_\_\_\_  
Gary A. Dickson  
Title: Supervisor

WNY Flash

By: Renee Meier  
Name: Renee Meier  
Title: Administrator,  
WNY Flash Academy  
6/30/2020



**New York Forward**

## Business Affirmation

**We have received your reopening affirmation on 06/30/2020 at 12:40 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.**

**[Download the NY Forward Business Safety Plan Template](#)**

*I am the owner or agent of the business listed. I have reviewed the New York State interim guidance for business reopening 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.*

### **WNY Flash Academy**

Sports and Recreation

Renee Meier

(716) 655-7529

rMeier@wnyFlashSoccer.com

7070 Seneca St

Elma, NY 14059

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](http://forward.ny.gov). If your industry is not included in the posted guidance but your business 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:**

WNY Flash Academy

**Industry:**

Sports and Recreation

**Address:**

7070 Seneca St

**Contact Information:**

Renee Meier

**Owner/Manager of Business:**

Administrator

**Human Resources Representative and Contact Information, if applicable:**

### I. PEOPLE

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

- 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.
- 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.

- 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)
- 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.
- 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?*

When leaving desk, employees wear a mask and maintain 6 feet distancing mindset of a path crosses inadvertently.

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

One door in to office; 6 ft markers on floor, Administrator desk at door, temp checks included, masks required.  
 Players at field - included but not limited to: entrance and exit direction, staggered training times, 6 ft distancing on field for training and personal equipment, hand sanitizing station, surface sanitation for all balls, nets, cones, no sharing of anything, single use pinnies IF used.

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

Small office. Employees eat at their desks. Employee desks are at least 6 feet apart.

## II. PLACES

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

- 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.

*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?*

100 masks and they are received. Surface sanitizer ordered with spray bottles to be placed at each field. Portable hand sanitizing station ordered.



- 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?*  
Return To Play plan written, released to all families and employees. Education for Coaches and Staff to ensure compliance.

- 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?*

Balls, cones, nets during training sessions will be touched by coach and sanitized after session. Phase in GK touching ball, net.

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

- 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?*

Coaches will conduct attendance and cleaning logs for all equipment used during training sessions.

- 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?*

Employees have sanitizer at entrance. Bathrooms have sinks with soap and water. Signs promoting hand hygiene.

- 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?*

Return To Play Plan as mentioned previously. All chemicals purchased from Madison Chemical Company to comply with standards.

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

- 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.
- Establish a communication plan for employees, visitors, and customers with a consistent means to provide updated information.
- 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?*

Players who have accepted the Flash Infectious Disease waiver will be on the daily attendance list provided by the Administrator. Coaches will take attendance, ask if required temp was taken prior to session, ask if they have any symptoms within 14 days, and if they have been in contact with anyone tested positive for COVID-19 within 14 days. Any non-compliance such as no temp taken, symptoms or in contact with COVID-19 will be turned away and logged out. All logs kept at Flash office.

Employees sign-in when entering office, and sign off to above questions. Temp taken at entrance.

- 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?*

Flash Administrator.

### III. PROCESS

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.

*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?*

See above answer under Places/log. All coaches and staff received RReturn To Play plan, were trained and signed for receipt.

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

Only a possibility of 12 coaches/staff at office. 100 masks on hand. Sanitizer at door, supply on hand.

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:

- 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?*

See above regarding Madison Chemicals ordered, specially Alpet D2 5 gallon \$131.76/jug Quantity 3  
BACSTOP 3A 4x1 gallon \$19.84/gallon Quantity 4, Best Sanitizers Portable EZ Step Quantity 1

*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?*

Daily attendance list at door at office. Attendance check for players at field, as indicated above.  
If an infection occurs, notify state and those who were in contact per lists.

#### IV. OTHER

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

Return To Play plan written, delivered and employees trained in implementation with players, families and other spectators when allowed. Specifically identifies pre-training, training and post training compliance. Also includes specific operational instructions for Club, coaches and staff, parents and players.

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](http://forward.ny.gov) and applicable Executive Orders at [governor.ny.gov/executiveorders](http://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](#)

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

This Addendum to 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"), and the Licensee Benker Baseball, 336 Fawn Trail - 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 Licensee and the Town previously entered into a License Agreement for use of Town Facilities; and

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and COVID-19 is reported to be extremely contagious; and

WHEREAS, the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health have all implemented guidelines and rules related to the safety and reduction of spread of COVID-19;

WHEREAS, for the safety of the Parties, including the Licensee and its owners/operators/employees/players/spectators the Parties desire to make this Addendum to the Non-Exclusive Facilities Usage Permit & License Agreement previously executed in consideration of the circumstances described above.

**NOW, THEREFORE**, the Parties agree as follows:

1. 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 against the spread of COVID-19.
2. 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.
3. 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/SportsAndRecreationMaste>

rGuidance.pdf. Such affirmation must be and proof of signature submitted with the return of this executed Agreement.

4. 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.

5. 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.

6. In the event the Licensee fails to remain complaint 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.

7. 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.

8. All other terms of the prior License Agreement between the Parties not modified herein shall remain in full force and effect.

9. This Agreement contains the entire agreement between the Parties. All prior negotiations, statements, or representations are merged herein. The Parties acknowledge that they have not made or relied upon any representations, statements, or agreements except those specifically set forth herein.

TOWN OF WEST SENECA

Benker Baseball

By: \_\_\_\_\_  
Gary A. Dickson  
Title: Supervisor

By: Donald M. Benker 6/30/20  
Name: Donald M. Benker  
Title: Head Coach  
716-510-8587



# 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](http://forward.ny.gov). If your industry is not included in the posted guidance but your business 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:

Buffalo Bombers

Industry:

Youth sports

Address:

336 Fawn Trail West Seneca NY 14224

Contact Information:

Donald M. Benker 336 Fawn Trail West Seneca NY 14224

Owner/Manager of Business:

716-570-8587

same

Human Resources Representative and Contact Information, if applicable:

same

## I. PEOPLE

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

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.

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.



- 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)
- 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.
- 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?

Anyone within 6 feet (off the baseball field) must have a mask.

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

If you are not following the rules visitors must leave.  
(of Erie County)

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

In between innings and at bats, players must be 6 feet apart or have a mask on

## II. PLACES

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

- 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.

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?

Players and their families must have their own masks to be allowed

- 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?*

Parents must clean their masks

- 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?*

All players have their own gear. Balls will be sanitizer between innings  
No sharing of anything

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

- 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?*

Team manager. Log is in team folder.

- 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?*

All players must have hand sanitizer.

- 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?

In between innings all balls + gear will be sanitized

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

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

Team manager

- 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?

Players with temperatures or any symptoms will not be permitted at the diamond.

### III. PROCESS

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.

*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?*

Parents will do family screenings

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

If anyone is showing symptoms, they must leave

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:

- 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?*

Anyone testing positive, will not be permitted. (14 days)<sup>for</sup>

*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?*

Families with anyone positive will not be permitted at the drawond.

#### IV. OTHER

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

STAY HOME.

STOP THE SPREAD.

SAVE LIVES.

We are minimizing risks

- masks for players off the field when within 6 feet of others (such as on bench together)
- 6 feet social distance for all fans
- spectators limited 2 per player
- no handshaking
- no gum, seeds, ect.
- follow ALL Erie County guidelines

Donald H. [Signature] 510 8587 6/30/20

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](http://forward.ny.gov) and applicable Executive Orders at [governor.ny.gov/executiveorders](http://governor.ny.gov/executiveorders) on a periodic basis or whenever notified of the availability of new guidance.

STAY HOME.

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SAVE LIVES.

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

This Addendum to 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"), and the Licensee West Seneca Soccer Club, located at (no office) (the "Licensee") (collectively, the "Parties"), and is effective the date it was executed on behalf of the Town (the "Effective Date").

**Recitals**

WHEREAS, the Licensee and the Town previously entered into a License Agreement for use of Town Facilities; and

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and COVID-19 is reported to be extremely contagious; and

WHEREAS, the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health have all implemented guidelines and rules related to the safety and reduction of spread of COVID-19;

WHEREAS, for the safety of the Parties, including the Licensee and its owners/operators/employees/players/spectators the Parties desire to make this Addendum to the Non-Exclusive Facilities Usage Permit & License Agreement previously executed in consideration of the circumstances described above.

**NOW, THEREFORE**, the Parties agree as follows:

1. 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 against the spread of COVID-19.
2. 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.
3. 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/SportsAndRecreationMaste>

rGuidance.pdf. Such affirmation must be and proof of signature submitted with the return of this executed Agreement.

4. 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.

5. 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.

6. In the event the Licensee fails to remain complaint 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.

7. 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.

8. All other terms of the prior License Agreement between the Parties not modified herein shall remain in full force and effect.

9. This Agreement contains the entire agreement between the Parties. All prior negotiations, statements, or representations are merged herein. The Parties acknowledge that they have not made or relied upon any representations, statements, or agreements except those specifically set forth herein.

TOWN OF WEST SENECA

West Seneca Soccer Club

By: \_\_\_\_\_  
Gary A. Dickson  
Title: Supervisor

By: Mary M. Walczak  
Name: Mary Walczak  
Title: President WSSC



**New York Forward**

## **Business Affirmation**

**We have received your reopening affirmation on 06/30/2020 at 01:15 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.**

[Download the NY Forward Business Safety Plan Template](#)

*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.*

### **West Seneca Soccer Club**

Sports and Recreation

Mary Walczak

(716) 771-9012

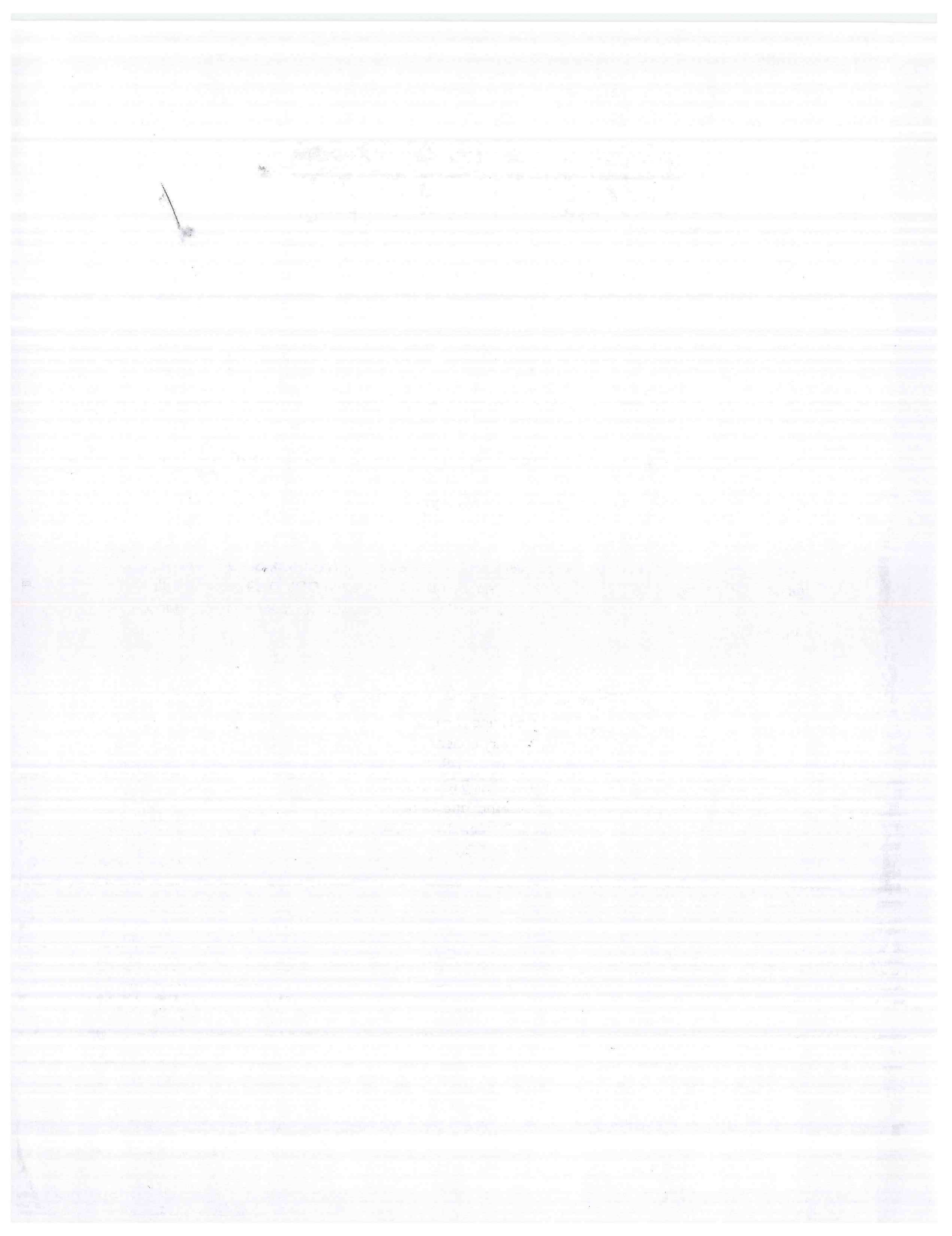
marywalczak@hotmail.com

105 Bernadette Terrace

West Seneca, NY 14224

Erie County





## INTERIM GUIDANCE FOR SPORTS AND RECREATION DURING THE COVID-19 PUBLIC HEALTH EMERGENCY

**When you have read this document, you can affirm at the bottom.**

As of June 26, 2020

### Purpose

This Interim Guidance for Sports and Recreation during the COVID-19 Public Health Emergency ("Interim COVID-19 Guidance for Sports and Recreation") was created to provide owners/operators of sports and recreation businesses/leagues/organizations and their employees, as well as patrons/players/spectators, with precautions to help protect against the spread of COVID-19.

**This guidance is effective immediately for the statewide permitted outdoor, low-risk recreational activities, as determined by the Empire State Development Corporation (ESD):**

- tennis;
- non-motorized boat use and rentals, such as row boats, kayaks, canoes;
- golf and driving ranges, except miniature (mini) golf, with food and retail services subject to the restrictions that are currently in effect within the region;
- racket games, such as badminton, racquetball;
- toss/bowl games, such as horseshoes, bocce, bean bag toss, croquet;
- flying disc games, such as disc golf and frisbee;
- shuffleboard;
- zip lining;
- rope courses, including aerial rope courses;
- batting cages;
- shooting ranges; and
- swim classes and swim instruction.

**For all other sports and recreational activities described herein, this guidance is effective on July 6, 2020 in regions that have reached or surpassed Phase 3 of the State's reopening.**

Regions that have not yet reached Phase 3 by July 6, 2020 are limited to only the statewide permitted outdoor, low-risk recreational activities, as determined by ESD, until such date that the region reaches Phase 3.

These guidelines apply to non-professional and non-collegiate sports and recreation activities (e.g. youth sports), inclusive of indoor and outdoor sports and recreation, as well as organized and non-organized sports and recreation.

These guidelines also apply to outdoor sports and recreational activities conducted by gyms, fitness centers, training facilities, and other related facilities. However, gyms, fitness centers, and other such facilities are limited to no more participants than is allowed under the non-essential gathering restriction that is in effect for their region; and gyms, fitness centers, and other facilities are prohibited from conducting indoor activities at this time. Additional guidance on gyms and fitness centers is forthcoming to supplement these guidelines.

These guidelines do not apply to professional sports training facilities, which are addressed by the New York State Department of Health's (DOH) "Interim Guidance for Professional Sports Training Facilities During the COVID-19 Public Health Emergency".

These guidelines are minimum requirements only and additional precautions or increased restrictions may be required by the operator. These guidelines are based on the best-known public health practices at the time of publication, and the documentation upon which these guidelines are based can and does change frequently. The Responsible Parties – as defined below – are accountable for adhering to all local, state and federal requirements relative to sports and recreation activities. The Responsible Parties are also accountable for staying current with any updates to these requirements, as well as incorporating same into any sports and recreational activities and/or Site Safety Plan.

## **Background**

On March 7, 2020, Governor Andrew M. Cuomo issued Executive Order 202, declaring a state of emergency in response to COVID-19. Community transmission of COVID-19 has occurred throughout New York. To minimize further spread, social distancing of at least six feet must be maintained between individuals, where possible.

On March 20, 2020, Governor Cuomo issued Executive Order 202.6, directing all non-essential businesses to close in-office personnel functions. Essential businesses, as defined by ESD guidance, were not subject to the in-person restriction, but were, however, directed to comply with the guidance and directives for maintaining a clean and safe work environment issued by the DOH, and were directed to maintain social distancing measures to the extent possible.

On April 12, 2020, Governor Cuomo issued Executive Order 202.16, directing essential businesses to provide employees, who are present in the workplace, with a face covering, at no-cost, that must be used when in direct contact with customers or members of the public during the course of their work. On April 15, 2020, Governor Cuomo issued Executive Order 202.17, directing that any individual who is over age two and able to medically tolerate a face-covering must cover their nose and mouth with a mask or cloth face-covering when in a public place and unable to maintain, or when not maintaining, social distance. On April 16, 2020, Governor Cuomo issued Executive Order 202.18, directing that everyone using public or private transportation carriers or other for-hire vehicles, who is over age two and able to medically tolerate a face covering, must wear a mask or face covering over the nose and mouth during any such trip. It also directed any operators or drivers of public or private transport to wear a face covering or mask which covers the nose and mouth while there are any passengers in such a vehicle. On May 29, 2020, Governor Cuomo issued Executive Order 202.34, authorizing business operators/owners with the discretion to deny admittance to individuals who fail to comply with the face covering or mask requirements.

On April 26, 2020, Governor Cuomo announced a phased approach to reopen industries and businesses in New York in phases based upon a data-driven, regional analysis. On May 4, 2020, the Governor provided that the regional analysis would consider several public health factors, including new COVID-19 infections, as well as health care system, diagnostic testing, and contact tracing capacity. On May 11, 2020, Governor Cuomo announced that the first phase of reopening would begin on May 15, 2020 in several regions of New York, based upon available regional metrics and indicators. On May 29, 2020, Governor Cuomo announced that the second phase of reopening would begin in several regions of New York. On June 11, Governor Cuomo announced that the third phase of reopening would begin on June 12 in several regions of New York.

In addition to the following standards, businesses must continue to comply with the guidance and directives for maintaining clean and safe work environments issued by DOH and ESD.

Please note that where guidance in this document differs from other guidance documents issued by New York State, the more recent guidance shall apply.

## **Standards for Responsible Sports and Recreation Activities in New York State**

No sports and recreation activity can occur without meeting the following minimum State standards, as well as applicable federal requirements, including but not limited to such minimum standards of the Americans with Disabilities Act (ADA), Centers for Disease Control and Prevention (CDC), Environmental Protection Agency (EPA), and United States Department of Labor's Occupational Safety and Health Administration (OSHA).

The State standards contained within this guidance apply to all sports and recreation activities in operation during the COVID-19 public health emergency until rescinded or amended by the State. For organized sports and recreation, the owner/operator of the sports and recreation business/league/organization, or another party as may be designated by the operator (in either case, "the Responsible Parties"), shall be responsible for meeting these standards. For non-organized sports and recreation, individuals should follow these guidelines, where it applies to their activities.

The following guidance is organized around three distinct categories: people, places, and processes.

### **I. PEOPLE**

#### **A. Sports Classification**

- The ability to participate in sports and recreation activities is determined by a combination of the risk for COVID-19 transmission (1) inherent in the sport or recreation activity itself and (2) associated with the "type of play" (e.g. individual practice vs. game).
  - Sports and recreation activities are categorized as "lower risk," "moderate risk," and "higher risk."
    - **Lower risk** sports and recreation activities are characterized by:
      - Greatest ability to maintain physical distance and/or be performed individually;
      - Greatest ability to (1) avoid touching of shared equipment, (2) clean and disinfect any equipment between uses by different individuals, or (3) not use shared equipment at all; and
      - Examples of lower risk sports and recreation activities include:
        - individual running,
        - batting cages,
        - hunting/shooting/archery,
        - golf,
        - mini-golf,
        - non-motorized boating, such as row boats, kayaks, canoes,
        - singles tennis,
        - rock climbing,
        - individual swimming,
        - individual crew,
        - cross country running,
        - horse events and competition,
        - toss/bowl games, such as horseshoes, bocce, bean bag toss,
        - flying disc games, such as disc golf, frisbee,

- rope courses, and
  - other sports and recreation activities with similar abilities to maintain physical distance and/or limit exposure to shared equipment prior to such equipment being cleaned and disinfected.
- **Moderate risk** sports and recreation activities are characterized by:
    - Limited ability to maintain physical distance and/or be done individually;
    - Limited ability to: (1) avoid touching of shared equipment, (2) clean and disinfect equipment between uses by different individuals, or (3) not use shared equipment at all; and
    - Examples of moderate risk sports and recreation activities include:
      - baseball,
      - softball,
      - doubles tennis,
      - racket games, such as badminton, racquetball,
      - water polo,
      - gymnastics,
      - field hockey,
      - non-contact lacrosse,
      - flag football,
      - swimming relays,
      - soccer,
      - crew with two or more rowers in shell,
      - rafting,
      - BMX bike racing,
      - paintball, and
      - other sports and recreation activities with similar abilities to maintain physical distance and/or limit exposure to shared equipment prior to such equipment being cleaned and disinfected.
- **Higher risk** sports and recreation activities are characterized by:
    - Least ability to maintain physical distance and/or be done individually;
    - Least ability to: (1) avoid touching of shared equipment, (2) clean and disinfect equipment between uses by different individuals, or (3) not use shared equipment at all; and
    - Examples of higher risk sports activities include:
      - football,
      - wrestling,
      - ice hockey,
      - rugby,
      - basketball,
      - contact lacrosse,
      - volleyball,
      - martial arts,
      - competitive cheer & group dance, and
      - other sports and recreation activities with similar abilities to maintain physical distance and/or limit exposure to shared equipment prior to such equipment being cleaned and disinfected.

- The “type of play” risk can be generally defined by the following spectrum from least to greatest risk:
  - Individual or distanced group training or activities (e.g. basketball shooting drills, golf, rock climbing),
  - Organized no/low-contact group training (e.g. sport camps and clinics),
  - Competitive team practices,
  - Games, meets, matches, scrimmages (e.g. organized leagues, pickup sports), and
  - Competitive tournaments of multiple games, meets, matches, or scrimmages requiring travel.
- Effective immediately and in accordance with this guidance, the abovementioned permitted statewide outdoor, low-risk recreational activities, as determined by ESD, may partake in all types of play, except competitive tournaments requiring travel.
- Effective July 6, 2020 in regions that have reached or surpassed Phase 3 of the State’s reopening and in accordance with this guidance, participants in lower and moderate risk sports and recreation activities may partake in all types of play, except competitive tournaments requiring travel. Participants in higher risk sports and recreation activities may only partake in individual or distanced group training and organized no/low-contact group training.

## **B. Physical Distancing**

- Responsible Parties must ensure that for any indoor sport or recreational activity, capacity is limited to no more than 50% of the maximum occupancy for a particular area as set by the certificate of occupancy, inclusive of employees and patrons/players/spectators.
  - Responsible Parties must limit spectators to no more than two spectators per player.
- Responsible Parties must ensure a distance of at least six feet is maintained among individuals at all times, whether indoor or outdoor, unless safety or the core activity (e.g. practicing, playing) requires a shorter distance. If a shorter distance is required, individuals must wear acceptable face coverings, unless players are unable to tolerate a face covering for the physical activity (e.g. practicing, playing); provided, however, that coaches, trainers, and other individuals who are not directly engaged in physical activity are required to wear a face covering.
  - Acceptable face coverings for COVID-19 include but are not limited to cloth-based face coverings and disposable masks that cover both the mouth and nose.
- Responsible Parties must ensure that employees at check-in or appointment desks maintain six feet from other employees and patrons/players/spectators, unless there is a physical barrier between the employee and other individual(s). Any time employees interact with patrons/players/spectators (e.g. operating appointment desks), they must wear acceptable face coverings.
  - If used, physical barriers should be put in place in accordance with OSHA guidelines.
  - Physical barrier options may include: strip curtains, plexiglass or similar materials, or other impermeable dividers or partitions.
- Responsible Parties should implement touchless payment options or pay ahead or reserve options to be used by patrons/players, when available. Responsible Parties should minimize handling cash, credit cards, reward cards, and mobile devices, where possible.

- Responsible Parties should modify layouts so that individuals are at least six feet apart in all directions, to the greatest extent possible, particularly during field exercises, drills, and other practice activities.
  - Responsible Parties must ensure that employees use face coverings when interacting with patrons/players/spectators, regardless of physical distance.
  - Responsible Parties must reserve adequate space for employees and patrons/players/spectators to move within the facility or area, considering appropriate social distancing; this may include but is not limited to creating one-way lines, rearranging traffic flow, or otherwise using alternating cash registers/appointment desks.
- Responsible Parties should prohibit the use of small spaces (e.g. behind cash registers, equipment checkout areas) by more than one individual at a time, unless all individuals in such space at the same time are wearing acceptable face coverings. However, even with face coverings in use, occupancy must not exceed 50% of the maximum capacity of the space or vehicle, unless it is designed for use by a single occupant.
- Responsible Parties must post signage and distance markers denoting spaces of six feet in all commonly used areas indoors for employees and any areas in which lines are commonly formed or people may congregate (e.g. clock in/out stations, health screening stations, break rooms, equipment checkout areas, cash register areas, locker rooms, etc.).
- Responsible Parties must post signs throughout the site, consistent with DOH COVID-19 signage. Responsible Parties can develop their own customized signage specific to a workplace or setting, provided that such signage is consistent with the Department's signage. Signage should be used to remind individuals to:
  - Cover their nose and mouth with a face covering.
  - Properly store and, when necessary, discard personal protective equipment (PPE).
  - Adhere to physical distancing instructions.
  - Report symptoms of or exposure to COVID-19, and how they should do so.
  - Follow hand hygiene and cleaning and disinfection guidelines.
  - Follow appropriate respiratory hygiene and cough etiquette.
  - Remain home if not feeling well.
- For spectators, the following additional safety measures apply:
  - For sports events (e.g. games), Responsible Parties must limit spectators to two spectators per player.
  - Responsible Parties must ensure spectators maintain six feet of physical distance between individuals and/or family/household units at all times and all spectators must wear face coverings when they are in common areas and situations where six feet of distancing is not able to be maintained, so long as they are over the age of two and medically able to tolerate such covering.
    - Responsible Parties may facilitate appropriate distancing through the use of markings on the ground or seating areas, and other signage.
  - Responsible Parties must ensure that, among all spectators, no individual group exceeds the gathering limit that is currently in place for the region.
    - Responsible Parties may facilitate appropriate gathering size through the use of signage and/or staff to ensure groups are aware of and adhere to guidelines.

### C. Gatherings in Enclosed Spaces

- Responsible Parties should limit in-person employee gatherings (e.g. employee meetings, stock rooms) to the extent possible and use other methods such as video or teleconferencing whenever possible, per CDC guidance "[Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 \(COVID-19\)](#)". Responsible Parties should hold in-person employee meetings in open, well-ventilated spaces and ensure that individuals maintain six feet of social distance between one another (e.g. if there are chairs, leave space between chairs, have employees sit in alternating chairs) or wear appropriate face coverings.
- Responsible Parties must put in place practices for adequate social distancing in small areas, such as restrooms and breakrooms, and should develop signage and systems (e.g. flagging when occupied) to restrict occupancy when social distancing cannot be maintained in such areas.
- Responsible Parties should stagger schedules for employees to observe social distancing (i.e., six feet of space) for any gathering (e.g. coffee breaks, meals, and shift starts/stops).
- Responsible Parties should consider staggering the schedule for patrons/players and/or teams to utilize facilities.

### D. On-Site Activity

- For sports and recreation activities that may involve group interaction:
  - Responsible Parties are encouraged to use remote check-in (by Internet or telephone) where applicable (e.g., reserve courts, tee times).
  - Responsible Parties should discourage sharing of equipment among patrons/players, unless it is able to be cleaned and disinfected between use.
  - Responsible Parties should discourage employees and patrons/players/spectators from hand-to-hand contact, unless it is part of the sport or recreational activity (e.g., handshakes, high-fives, fist bumps, hugs).
    - Consult the CDC's "[Considerations for Youth Sports](#)" guidance.
- For golf courses and driving ranges, Responsible Parties should ensure players adhere to the following additional safety measures:
  - Limit tee times to four players, except for members of the same household;
  - Restrict use of golf carts to single riders or members of the same family/household only, unless a physical barrier that does not impede visibility or operation of the cart is in place. Cleaning and disinfection are required between each party's use;
  - Keep golf bag in possession, when possible;
  - Consider using remote check-in, with advance tee time reservations (by Internet or telephone);
  - Process payment of greens fee in a contact-free manner at the time of play by credit and debit card only (e.g. no cash) to the extent possible; courses should make efforts to take phone payments in advance;
  - Prohibit the use of bunker rakes (except by employees/maintenance staff), ball washers, and water coolers;
  - Permit golf pros on the course, provided they do not touch players and keep six feet of distance at all times, unless wearing a face covering or are separated by a physical barrier;



- Prohibit common use of tees/scorecards/pencils/ball markers among non-household members, unless such items are cleaned and disinfected between use;
- Only allow club and equipment rentals if it is cleaned and disinfected before and after player use; and
- Post messaging and facility signage to reflect interim rules of use.
- For non-motorized boat recreational activities (e.g. kayaking, canoeing), the following additional safety measures apply:
  - Responsible Parties should advise patrons to maintain six feet of physical distance between one another, except for members of the same family or household.
  - Responsible Parties must clean and disinfect equipment between each rental (as applicable).
- For outdoor fitness classes (e.g. yoga), the following additional safety measures apply:
  - Responsible Parties must limit class sizes in accordance with the social gathering restrictions that are in effect within the region.
  - Responsible Parties must ensure patrons maintain a distance of six feet between each other and class instructor(s).
  - Responsible Parties must prohibit higher-risk activities where physical contact cannot be continuously avoided (e.g. martial arts, boxing), and should discourage hands-on adjustments in classes (e.g. yoga, Pilates), unless necessary to mitigate a health or safety risk.
  - Responsible Parties should encourage patrons to bring their own equipment (e.g. yoga mats), or clean and disinfect equipment that is made available for patrons after each use.
  - Responsible Parties may choose to implement work-out "shifts" in which individuals sign up for designated times to attend classes and build cohorts that remain consistent (i.e. the same set of people work-out together each time).
- Responsible Parties must take measures to reduce interpersonal contact and congregation, through methods such as:
  - adjusting workplace hours;
  - reducing on-site workforce to accommodate social distancing guidelines;
  - shifting design (e.g. A/B teams, staggered arrival/departure times);
  - batching activities, where possible, so employees can adhere to social distancing;
  - developing protocols for the safe use of common office equipment such as telephones and radios, copiers, printers, registers, etc.; and/or
  - prohibiting the use of shared sporting equipment that cannot be cleaned and disinfected between individual users.
- Responsible Parties should adjust hours as necessary to enable enhanced cleaning and disinfection procedures, per DOH guidance, "COVID-19: General Guidance for Cleaning and Disinfecting for Non-Health Care Settings."
- Responsible Parties should implement specific visit times when issuing reservation confirmations (e.g. timed entrances and exits) for patrons/players/spectators to stagger arrivals and departures and to avoid crowding.

- Responsible Parties must monitor and control the flow of traffic into the facility or area to ensure adherence to maximum capacity requirements.

#### **E. Movement and Commerce**

- Responsible Parties should put in place measures to reduce bi-directional foot traffic of patrons/players/spectators walking through the space using barriers, tape, or signs with arrows on sidewalks, walking paths, aisles, or hallways.
- Responsible Parties should clearly designate separate entrances and exits, to the extent practicable.
- Responsible Parties should rearrange waiting areas (e.g. lines, parking areas) to maximize social distance among other patrons/players/spectators and minimize interaction with others in the area.
- Responsible Parties must ensure the cashier or ticket-taker wears a face covering when interacting with any patron/player/spectator. This process should be contactless to the extent practicable.
- For merchandise or equipment deliveries, Responsible Parties should implement a touchless delivery system whereby drivers stay in the vehicle while delivery takes place or, where not practicable, Responsible Parties must provide acceptable PPE appropriate to the anticipated activities that includes, at a minimum, a face covering to personnel involved in the delivery at no cost for the duration of the delivery process.
- Responsible Parties must perform hand hygiene before and after transferring a load (e.g. from a delivery driver) of merchandise (e.g. perform hand hygiene before starting to load items; and once all items have been loaded, finish by performing hand hygiene again).
- Responsible Parties must follow the food service guidelines applicable to their region for any food services activities.
- Responsible Parties must follow the retail guidelines applicable to their region for any retail services activities.
- Responsible Parties must follow the office-based work guidelines applicable to their region for any office-based work activities.
- Responsible Parties should limit amount of people on walking, running, and hiking trails at any given time by, for instance, posting signage reminding individuals to avoid congregating in groups.

## **II. PLACES**

### **A. Protective Equipment**

- Responsible Parties must ensure individuals not participating in sports or recreation activities (e.g. coaches, spectators) wear appropriate face coverings when they are within less than six feet of other individuals, unless a physical barrier is present. Additionally, employees must wear face coverings any time they interact with patrons/players/spectators, regardless of physical distance.
- In addition to the necessary PPE as required for certain workplace activities, Responsible Parties must procure, fashion, or otherwise obtain acceptable face coverings, and provide such coverings to their employees while at work at no cost to the employee. Responsible Parties should have an adequate

supply of face coverings, masks and other required PPE on hand should an employee need a replacement. Acceptable face coverings include, but are not limited to, cloth (e.g. homemade sewn, quick cut, bandana), surgical masks, N95 respirators, and face shields.

- Face coverings must be cleaned or replaced after use and may not be shared. Please consult the CDC [guidance](#) for additional information on cloth face coverings and other types of PPE, as well as instructions on use and cleaning.
  - Note that cloth face coverings or disposable masks shall not be considered acceptable face coverings for workplace activities that impose a higher degree of protection for face covering requirements. OSHA standards for such safety equipment must be adhered to.
- Responsible Parties must allow employees to use their own acceptable face coverings but cannot require employees to supply their own face coverings. Further, this guidance shall not prevent employees from wearing their personally owned additional protective coverings (e.g. surgical masks, N95 respirators, or face shields), or if the Responsible Parties otherwise require employees to wear more protective PPE due to the nature of their work. Employers should comply with all applicable OSHA standards.
- Responsible Parties must put in place measures to limit the sharing of objects, such as equipment and vehicles, as well as the touching of shared surfaces, such as cash registers; or, require workers to wear gloves (trade-appropriate or medical) when in contact with shared objects or frequently touched surfaces; or, require workers to perform hand hygiene before and after contact.
- Responsible Parties must train workers on how to adequately don, doff, clean (as applicable), and discard PPE, including but not limited to, appropriate face coverings.

## **B. Hygiene, Cleaning, and Disinfection**

- Responsible Parties must ensure adherence to hygiene and cleaning and disinfection requirements as advised by the CDC and DOH, including "[Guidance for Cleaning and Disinfection of Public and Private Facilities for COVID-19](#)," and the "[STOP THE SPREAD](#)" poster, as applicable. Responsible Parties must maintain cleaning logs that include the date, time, and scope of cleaning and disinfection.
- Responsible Parties must provide and maintain hand hygiene stations on site, as follows:
  - For handwashing: soap, running warm water, and disposable paper towels.
  - For hand sanitizing: an alcohol-based hand sanitizer containing at least 60% alcohol for areas where handwashing facilities may not be available or practical.
    - Hand sanitizer must be placed throughout the site for use by employees and patrons/players/spectators. It should be placed in convenient locations such as points of entrance/exit.
  - Responsible Parties should post signage indicating that visibly soiled hands should be washed with soap and water; hand sanitizer is not effective on visibly soiled hands.
- Responsible Parties must provide appropriate cleaning and disinfection supplies for shared and frequently touched surfaces and encourage employees to use these supplies, following manufacturers' instructions, before and after use of these surfaces, followed by hand hygiene.
- Responsible Parties must conduct regular cleaning and disinfection of the site and more frequent cleaning and disinfection for high risk areas used by many individuals and for frequently touched surfaces. Cleaning and disinfection must be rigorous and ongoing and should occur at least after

each shift, daily, or more frequently as needed. Please refer to DOH's "[Interim Guidance for Cleaning and Disinfection of Public and Private Facilities for COVID-19](#)" for detailed instructions on how to clean and disinfect facilities.

- Responsible Parties must ensure regular cleaning and disinfection of restrooms. Restrooms should be cleaned and disinfected more often depending on frequency of use.
  - Responsible Parties must ensure distancing rules are adhered to by using signage, occupied markers, or other methods to reduce restroom capacity where feasible.
- Responsible Parties must ensure that equipment is regularly cleaned and disinfected using registered disinfectants, including at least as often as workers change workstations or move to a new set of tools. Refer to the Department of Environmental Conservation (DEC) [list of products](#) registered in New York State and identified by the EPA as effective against COVID-19.
- If cleaning or disinfection products or the act of cleaning and disinfection causes safety hazards or degrades the material, equipment or machinery, Responsible Parties must put in place hand hygiene stations between use and/or supply disposable gloves and/or limitations on the number of employees and patrons/players using such equipment or machinery.
- Responsible Parties must provide for the cleaning and disinfection of exposed areas in the event of a positive case of COVID-19 of a worker, with such cleaning and disinfection to include, at a minimum, all heavy transit areas and high-touch surfaces (e.g. shared equipment, cash registers, machines, vehicles, handrails, portable toilets).
- CDC guidelines on "[Cleaning and Disinfecting Your Facility](#)" if someone is suspected or confirmed to have COVID-19 are as follows:
  - Close off areas used by the person suspected or confirmed to have COVID-19.
    - Responsible Parties do not necessarily need to close operations, if they can close off the affected areas.
  - Open outside doors and windows to increase air circulation in the area.
  - Wait 24 hours before you clean and disinfect. If 24 hours is not feasible, wait as long as possible.
  - Clean and disinfect all areas used by the person suspected or confirmed to have COVID-19, such as offices, bathrooms, common areas, and shared equipment.
  - Once the area has been appropriately cleaned and disinfected, it can be reopened for use.
    - Workers without close or proximate contact with the person suspected or confirmed to have COVID-19 can return to the work area immediately after cleaning and disinfection.
    - Refer to DOH's "[Interim Guidance for Public and Private Employees Returning to Work Following COVID-19 Infection or Exposure](#)" for information on "close and proximate" contacts.
  - If more than seven days have passed since the person suspected or confirmed to have COVID-19 visited or used the facility, additional cleaning and disinfection is not necessary, but routine cleaning and disinfection should continue.
- For activities involving the handling of shared objects (e.g. payment devices), areas (e.g. pick-up area), and/or surfaces (e.g. doors), Responsible Parties must ensure that such areas and objects are cleaned and disinfected daily, at a minimum.

- Responsible Parties must prohibit shared food and beverages among employees (e.g. self-serve meals and beverages), encourage employees to bring lunch from home, and reserve adequate space for employees to observe social distancing while eating meals.

### **C. Phased Reopening**

- Responsible Parties are encouraged to phase-in reopening activities so as to allow for operational issues to be resolved before production or work activities return to normal levels. Responsible Parties should consider limiting the number of employees, hours, and number of patrons/players/spectators available to be served when first reopening so as to provide operations with the ability to adjust to the changes.

### **D. Communications Plan**

- Responsible Parties must affirm that they have reviewed and understand the state-issued industry guidelines, and that they will adhere to them.
- Responsible Parties should, in partnership with community organizations, leagues, etc., develop a communications plan for employees and patrons/players/spectators that includes applicable instructions, training, signage, and a consistent means to provide employees with information. Responsible Parties may consider developing webpages, text and email groups, and social media.
- Responsible Parties should encourage patrons/players/spectators to adhere to CDC and DOH guidance regarding the use of PPE, specifically face coverings when a social distance of six feet cannot be maintained, through verbal communication and signage.
- Responsible Parties should post signage inside and outside of the retail location to remind personnel and patrons/players/spectators to adhere to proper hygiene, social distancing rules, appropriate use of PPE, and cleaning and disinfecting protocols.

## **III. PROCESSES**

### **A. Screening and Testing**

- Responsible Parties must implement mandatory daily health screening practices for employees and, where practicable, vendors, but such screenings shall not be mandated for delivery personnel or patrons/players/spectators. Responsible Parties are encouraged to offer optional health screenings for patrons/players/spectators.
  - Screening practices may be performed remotely (e.g. by telephone or electronic survey), before the employee reports to the site, to the extent possible; or may be performed on site.
  - Screening should be coordinated to prevent employees from intermingling in close contact with each other prior to completion of the screening.
  - At a minimum, screening should be required of all employees and completed using a questionnaire that determines whether the employee has:
    - (a) knowingly been in close or proximate contact in the past 14 days with anyone who has tested positive for COVID-19 or who has or had symptoms of COVID-19 in the past 14 days;

- (b) tested positive for COVID-19 in the past 14 days; and/or
- (c) has experienced any symptoms of COVID-19 in the past 14 days.
  - Refer to CDC guidance on "Symptoms of Coronavirus" for the most up to date information on symptoms associated with COVID-19.
- Responsible Parties cannot mandate that patrons/players/spectators complete a health screen or provide contact information but may encourage patrons/players/spectators to do so.
- Responsible Parties must require employees to immediately disclose if and when their responses to any of the aforementioned questions changes, such as if they begin to experience symptoms, including during or outside of work hours.
- In addition to the screening questionnaire, temperature checks may also be conducted per U.S. Equal Employment Opportunity Commission or DOH guidelines. Responsible Parties are prohibited from keeping records of employee health data (e.g. the specific temperature data of an individual), but are permitted to maintain records that confirm individuals were screened and the result of such screening (e.g., pass/fail, cleared/not cleared).
- Responsible Parties must ensure that any personnel performing screening activities, including temperature checks, are appropriately protected from exposure to potentially infectious workers or visitors entering the site. Personnel performing screening activities should be trained by employer-identified individuals who are familiar with CDC, DOH, and OSHA protocols.
- Screeners should be provided and use PPE, including at a minimum, a face mask, and may include gloves, a gown, and/or a face shield.
- An individual who screens positive for COVID-19 symptoms must not be allowed to enter the worksite and must be sent home with instructions to contact their healthcare provider for assessment and testing.
  - Responsible Parties should provide such individuals with information on healthcare and testing resources.
  - Responsible Parties must immediately notify the state and local health department about the case if test results are positive for COVID-19.
- Responsible Parties should refer to DOH's "Interim Guidance for Public and Private Employees Returning to Work Following COVID-19 Infection or Exposure" regarding protocols and policies for employees seeking to return to work after a suspected or confirmed case of COVID-19 or after the employee had close or proximate contact with a person with COVID-19.
- Responsible Parties must designate a central point of contact, which may vary by activity, location, shift or day, responsible for receiving and attesting to having reviewed all questionnaires, with such contact also identified as the party for individuals to inform if they later are experiencing COVID-19-related symptoms, as noted on the questionnaire.
- Responsible Parties must designate a site safety monitor whose responsibilities include continuous compliance with all aspects of the site safety plan.
  - Identified point of contact should be prepared to receive notifications from individuals of positive cases and initiate the respective cleaning and disinfection procedures.

- To the extent possible, Responsible Parties should maintain a log of every person, including employees, who may have close contact with other individuals at the site; excluding patrons/players/spectators and deliveries that are performed with appropriate PPE or through contactless means. Log should contain contact information, such that all contacts may be identified, traced and notified in the event an employee is diagnosed with COVID-19. Responsible Parties must cooperate with state and local health department contact tracing efforts.
- Responsible Parties shall provide and maintain an option for patrons/players/spectators to provide names and contact information so they can be logged and contacted for contact tracing, if necessary. Responsible Parties may not mandate that patrons/players/spectators leave their information and may not require identification before providing services or deny services if identification is not required.

### **B. Tracing and Tracking**

- Responsible Parties must notify the state and local health department immediately upon being informed of any positive COVID-19 test result by an employee at their site.
- In the case of an individual who interacted at the site testing positive, the Responsible Parties must cooperate with the state and local health department to trace all contacts in the work area and notify the state and local health department of all employees, vendors, and other individuals who entered the site dating back to 48 hours before the employee began experiencing COVID-19 symptoms or tested positive, whichever is earlier, but maintain confidentiality as required by federal and state law and regulations.
- State and local health departments will implement monitoring and movement restrictions of infected or exposed persons including home isolation or quarantine.
- Individuals who are alerted that they have come into close or proximate contact with a person with COVID-19, and have been alerted via tracing, tracking or other mechanism, are required to self-report to their employer at the time of alert and shall follow the protocol referenced above.

## **IV. OPERATOR PLANS**

Responsible Parties must conspicuously post completed safety plans on site for employees. The State has made available a business reopening safety plan template to guide business owners and operators in developing plans to protect against the spread of COVID-19.

### **Additional safety information, guidelines, and resources are available at:**

For general guidelines on assessing risk, promoting behaviors that reduce spread, maintaining healthy operations and environment, and preparing for when someone becomes sick, refer to the CDC's [Considerations for Youth Sports](#).

New York State Department of Health Novel Coronavirus (COVID-19) Website  
<https://coronavirus.health.ny.gov/>

Centers for Disease Control and Prevention Coronavirus (COVID-19) Website  
<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

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

This Addendum to 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"), and the Licensee West Seneca Girls Softball, located at Sunshine Park (the "Licensee") (collectively, the "Parties"), and is effective the date it was executed on behalf of the Town (the "Effective Date").

**Recitals**

WHEREAS, the Licensee and the Town previously entered into a License Agreement for use of Town Facilities; and

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and COVID-19 is reported to be extremely contagious; and

WHEREAS, the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health have all implemented guidelines and rules related to the safety and reduction of spread of COVID-19;

WHEREAS, for the safety of the Parties, including the Licensee and its owners/operators/employees/players/spectators the Parties desire to make this Addendum to the Non-Exclusive Facilities Usage Permit & License Agreement previously executed in consideration of the circumstances described above.

**NOW, THEREFORE**, the Parties agree as follows:

1. 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 against the spread of COVID-19.

2. 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.

3. 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/SportsAndRecreationMaste>



rGuidance.pdf. Such affirmation must be and proof of signature submitted with the return of this executed Agreement.

4. 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.

5. 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.

6. In the event the Licensee fails to remain complaint 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.

7. 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.

8. All other terms of the prior License Agreement between the Parties not modified herein shall remain in full force and effect.

9. This Agreement contains the entire agreement between the Parties. All prior negotiations, statements, or representations are merged herein. The Parties acknowledge that they have not made or relied upon any representations, statements, or agreements except those specifically set forth herein.

TOWN OF WEST SENECA

West Seneca Girls Softball

By: \_\_\_\_\_  
Gary A. Dickson  
Title: Supervisor

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# Business Affirmation

**We have received your reopening affirmation on 06/30/2020 at 07:00 am.**

*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.**

[Download the NY Forward Business Safety Plan Template](#)

*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.*

## **West Seneca Girls Softball Assoc.**

Sports and Recreation  
Jack Hess  
(716) 867-5312  
Jaxweb@gmail.com  
68 Crystal Lane  
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](http://forward.ny.gov). If your industry is not included in the posted guidance but your business 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:**

West Seneca Girls Softball Assoc.

**Industry:**

Recreation

**Address:**

68 Crystal Lane

**Contact Information:**

Jack Hess

**Owner/Manager of Business:**

League President

**Human Resources Representative and Contact Information, if applicable:**

### I. PEOPLE

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

- 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.
- 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.

- 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)
- 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.
- 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?*

Girls Softball League, 100 % Volunteer

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

All parents have been informed and instructed with all rules

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

N/A

## II. PLACES

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

- 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.

*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?*

We have purchased 2400 face masks

- 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?*

Instruction

- 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?*

All teams will have sanitizer

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

- 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?*

Town Building and Grounds - all outdoor

- 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?*

Zero employees

**STAY HOME.**

**STOP THE SPREAD.**

**SAVE LIVES.**

- 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?*

Daily outdoor

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

- 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.
- Establish a communication plan for employees, visitors, and customers with a consistent means to provide updated information.
- 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?*

Coach of each team

- 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?*

Individual

### III. PROCESS

**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.

*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?*

Not a daily activity

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

Self screened

**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:

- 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?*

Coordinate with town

*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?*

There is not a workplace

**STAY HOME.**

**STOP THE SPREAD.**

**SAVE LIVES.**

#### IV. OTHER

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

All coaches are expected to gather a complete list of players and parents who attend games

[Large empty area for providing additional details about the business's Safety Plan.]

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](http://forward.ny.gov) and applicable Executive Orders at [governor.ny.gov/executiveorders](http://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.**

Royals Soccer Team

120  
616 LS 2-3-2020

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

This Addendum to 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"), and the Licensee Royals Soccer, 139 Meadow Ln., Buffalo, NY 14223 (the "Licensee") (collectively, the "Parties"), and is effective the date it was executed on behalf of the Town (the "Effective Date").

Recitals

WHEREAS, the Licensee and the Town previously entered into a License Agreement for use of Town Facilities; and

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and COVID-19 is reported to be extremely contagious; and

WHEREAS, the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health have all implemented guidelines and rules related to the safety and reduction of spread of COVID-19;

WHEREAS, for the safety of the Parties, including the Licensee and its owners/operators/employees/players/spectators the Parties desire to make this Addendum to the Non-Exclusive Facilities Usage Permit & License Agreement previously executed in consideration of the circumstances described above.

NOW, THEREFORE, the Parties agree as follows:

1. 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 against the spread of COVID-19.
2. 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.
3. 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/SportsAndRecreationMaste>

rGuidance.pdf. Such affirmation must be and proof of signature submitted with the return of this executed Agreement.

4. 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.

5. 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.

6. 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.

7. 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.

8. All other terms of the prior License Agreement between the Parties not modified herein shall remain in full force and effect.

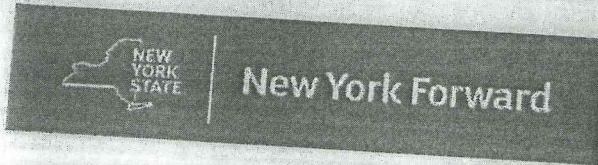
9. This Agreement contains the entire agreement between the Parties. All prior negotiations, statements, or representations are merged herein. The Parties acknowledge that they have not made or relied upon any representations, statements, or agreements except those specifically set forth herein.

TOWN OF WEST SENECA

Royals Soccer

By: \_\_\_\_\_  
Gary A. Dickson  
Title: Supervisor

By: Andrea McClain 6/25/20  
Name: Andrea McClain  
Title: Team Manager



# Business Affirmation

**We have received your reopening affirmation on 06/26/2020 at 02:18 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.**

[Download the NY Forward Business Safety Plan Template](#)

*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.*

**Royals Recreational Adult Soccer Team under  
Kenmore Soccer Club**

Sports and Recreation  
Andrea McClain  
(716) 523-2778  
andreamcclain@gmail.com  
57 Greenleaf Ave.  
Tonawanda, NY 14150  
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](http://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:**

Kenmore Soccer Club Inc. operating Upstate Women's Soccer League (Team: Royals)

**Industry:**

Recreation

**Address:**

57 Greenleaf Avenue, 14150

**Contact Information:**

716-837-1627

**Owner/Manager of Business:**

League Administrator: Ken Voght

**Human Resources Representative and Contact Information, if applicable:**

Team Manager: Andrea McClain, 139 Meadow Ln, 14223, 716-593-2778

### I. PEOPLE

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

- 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.
- 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.

- 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)
- 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.
- 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?*

Match play will not permit distancing.

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

Spectators will be limited to 2 per player and will be on the opposite side of the fields from the teams. Players will maintain a 6 foot distance while on the sideline.

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

NA

## II. PLACES

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

- 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.

*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?*

We have no employees, but players are allowed to wear face masks at their discretion.

- 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?*

Teams will be informed that this is the responsibility of any player choosing to utilize a face mask.

- 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?*

The match ball is the only common equipment, and the home team will be responsible for sanitizing it before and after each match, as well as at halftime.

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

- 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?*

NA. Games are played outside. The team does not own or maintain any facilities.

- 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?*

NA. Players will be encouraged to bring and use their own hand sanitizer as needed.

- 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?*

NA

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

- 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.
- Establish a communication plan for employees, visitors, and customers with a consistent means to provide updated information.
- 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?*

The Team Manager will be responsible for maintaining an attendance log.

- 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?*

Team Manager



### III. PROCESS

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.

*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?*

NA. Players will be encouraged to monitor their own health.

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

NA

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:

- 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?*

NA. Games are outside. The ball is the only shared equipment and ball sanitizing is covered above.

*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?*

The Team Manager will notify all team players and the league administrator.

STAY HOME.

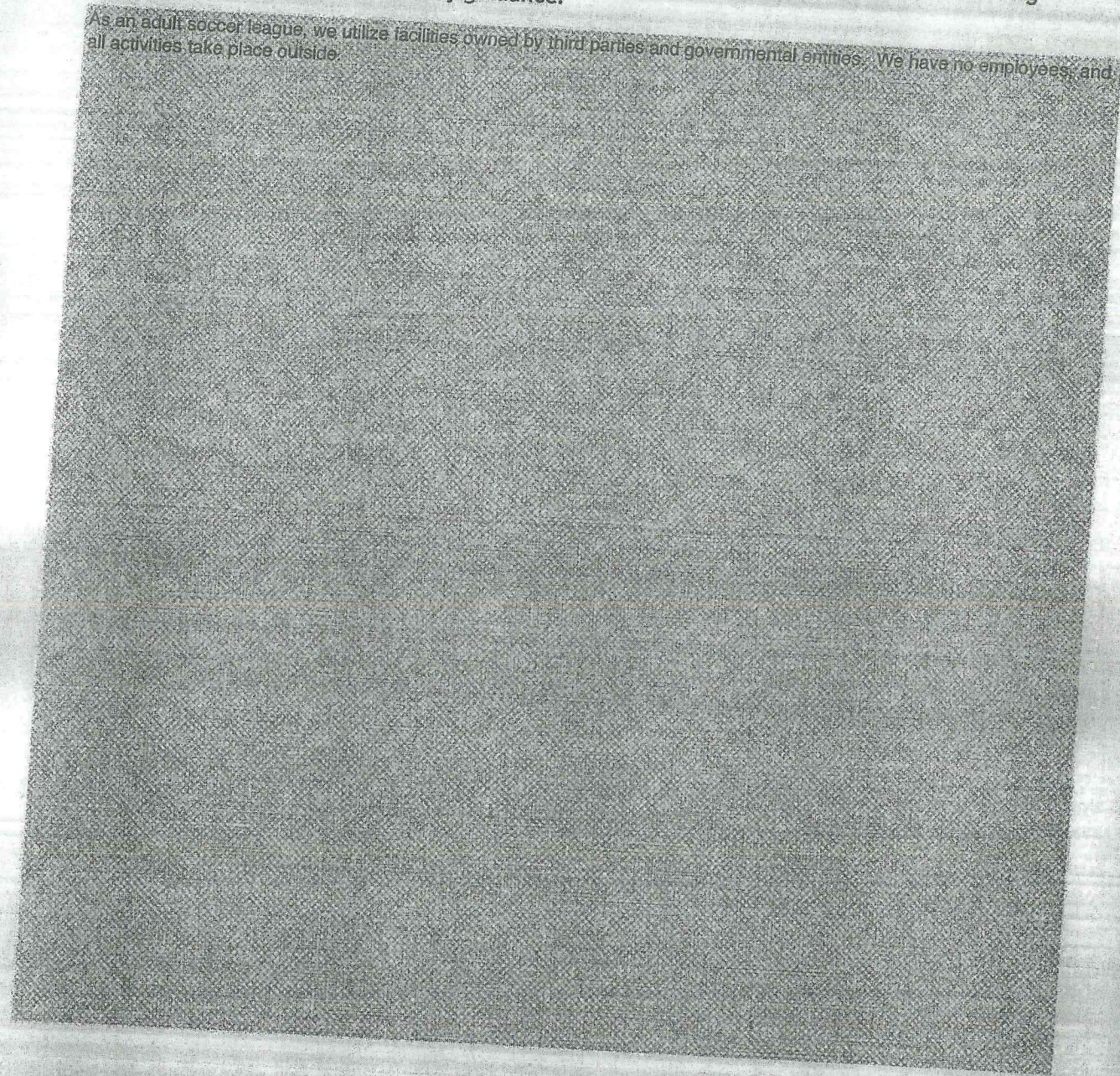
STOP THE SPREAD.

SAVE LIVES.

#### IV. OTHER

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

As an adult soccer league, we utilize facilities owned by third parties and governmental entities. We have no employees, and all activities take place outside.



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](http://forward.ny.gov) and applicable Executive Orders at [governor.ny.gov/executiveorders](http://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.**

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

This Addendum to 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"), and the Licensee Sirens FC, 340 Huntington Ave, Buffalo NY 14214 (the "Licensee") (collectively, the "Parties"), and is effective the date it was executed on behalf of the Town (the "Effective Date").

Recitals

WHEREAS, the Licensee and the Town previously entered into a License Agreement for use of Town Facilities; and

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and COVID-19 is reported to be extremely contagious; and

WHEREAS, the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health have all implemented guidelines and rules related to the safety and reduction of spread of COVID-19;

WHEREAS, for the safety of the Parties, including the Licensee and its owners/operators/employees/players/spectators the Parties desire to make this Addendum to the Non-Exclusive Facilities Usage Permit & License Agreement previously executed in consideration of the circumstances described above.

NOW, THEREFORE, the Parties agree as follows:

1. 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 against the spread of COVID-19.
2. 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.
3. 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/SportsAndRecreationMaste>

rGuidance.pdf. Such affirmation must be and proof of signature submitted with the return of this executed Agreement.

4. 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.

5. 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.

6. 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.

7. 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.

8. All other terms of the prior License Agreement between the Parties not modified herein shall remain in full force and effect.

9. This Agreement contains the entire agreement between the Parties. All prior negotiations, statements, or representations are merged herein. The Parties acknowledge that they have not made or relied upon any representations, statements, or agreements except those specifically set forth herein.

TOWN OF WEST SENECA

Sirens FC

By: \_\_\_\_\_  
Gary A. Dickson  
Title: Supervisor

By: Anne Dafchik 6/26/2020  
Name: Anne Dafchik  
Title: Team Captain



New York Forward

## Business Affirmation

We have received your reopening affirmation on 06/26/2020 at 01:41 am.  
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.  
[Download the NY Forward Business Safety Plan Template](#)

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.

**Sirens FC Women's Recreational Soccer Team**

Sports and Recreation

Anne Dafchik

(585) 355-3586

anna08@gmail.com

340 Huntington Ave

Upper

Buffalo, NY 14214

Erie County

Anne Dafchik  
6/26/2020



# 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](http://forward.ny.gov). If your industry is not included in the posted guidance but your business 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:

Sirens FC Women's Soccer Team (Part of Upstate Women's Soccer League operated by Kenmore Soccer Club Inc.)

Anne Dafchik 6/26/2020

Industry:

Recreation

Address:

340 Huntington Ave, Buffalo NY 14214

Contact Information:

Anne Dafchik, 585-355-3586

Owner/Manager of Business:

Anne Dafchik

Human Resources Representative and Contact Information, if applicable:

NA

## I. PEOPLE

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

- 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.
- 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.

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- 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)
- 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.
- 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?

Match play will is not conducive to social distancing.

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

Spectators will be limited to 2 per player and will be seated on the opposite side of field from players. Players will maintain 6-foot distance when on the sidelines.

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

NA

## II. PLACES

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

- 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.

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?

We have no employees. Players are permitted to wear face masks at their discretion.

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- 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?*

Players will be informed of this requirement should they choose to utilize a face mask.

- 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?*

The match ball is the only common equipment. The home team will be responsible to sanitize it prior to each match, during half-time, and at game completion.

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

- 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?*

NA

- 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?*

NA

- 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?

NA

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

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

The Team Manager will be responsible to maintain an attendance log.

- 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?

Team Manager

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### III. PROCESS

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.

*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?*

A survey form will be emailed to each player prior to game play. The team manager will collect and review player responses.

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

N/A

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:

- 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?*

N/A

*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?*

A survey form will be emailed to each player prior to game play asking them to name any spectators or guests who may be attending. Should a player become ill, all players on the team will be considered "close contacts" and the entire team will be notified that a player has tested positive.

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#### IV. OTHER

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

As an adult recreational soccer team, we utilize facilities owned by third parties and local municipalities / governmental entities. We have no employees. All activities will take place outdoors on soccer fields.

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](http://forward.ny.gov) and applicable Executive Orders at [governor.ny.gov/executiveorders](http://governor.ny.gov/executiveorders) on a periodic basis or whenever notified of the availability of new guidance.

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## 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](#)

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