



TOWN OF WEST SENECA

LAUREN J. MASSET
RECREATION SUPERVISOR

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

TO: Honorable Town Board / Town of West Seneca

FROM: Lauren J. Masset
Recreation Supervisor

DATE: March 17, 2021

RE: West Seneca Soccer Club
(Agreement 2021 – 2025)

Please allow the Supervisor to execute the attached “Non-Exclusive Facilities Usage Permit & License Agreement” with the West Seneca Soccer Club.

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
Website: www.westseneca.net
Facebook: West Seneca Youth & Recreation
Twitter: WS_REC

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

This Non-Exclusive Facilities Usage Permit & License Agreement (the “Agreement”) is by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the “Town”), and West Seneca Soccer Club (the “Licensee”) (collectively, the “Parties”), and is effective the date it was executed on behalf of the Town (the “Effective Date”).

Recitals

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

3. The term of this Agreement shall commence on January 1, 2021, and end on December 31, 2025, unless terminate earlier in writing as provided by the Agreement.

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

Licensee Representative

Name and Title: Chad Sleiman, President
 Address: P.O. Box 70
West Seneca, New York 14224
 Phone: (716) 603-0034
 Email: president@westsenecasoccer.com
 Organization
 Email: info@westsenecasoccer.com

Contact Phone Number for Patrons (716) 603-0034

5. Facility Use Fee:

The Licensee shall pay to the Town an annual fee of \$30.00 per player without distinction of whether or not the player is a resident of the Town. In the event a player is on more than one team roster, there will only be one annual fee charged for that player. It is the responsibility of the organization to remove the player from all but one team roster when submitting the rosters to the Town to ensure they are not charged more than one player fee for that player.

In the event the annual fee is not paid on or before June 1st, a \$45 late fee will be charged and an additional \$45 will be added the first of each month thereafter (i.e. if paid on July 12th, an \$80 late fee will be charged). If June 1st falls on a Saturday or Sunday, the annual fee will be due on Monday.

The parties acknowledge that at the time of the signing of this Agreement there is a COVID-19 public health emergency. The following will apply, if applicable:

a. In the event that there is a New York State order or law in effect that prohibits the youth sport from being played and the organization cancels their season, the Town agrees that the Facility Use Fee will not be due and owing for that calendar year.

b. In the event that there is a New York State order or law in effect that shortens the youth sport season, the Town agrees to reduce the Facility Use Fee by the equal percentage that the participants fees are reduced by the organization.

After the Licensee's use of the Facilities, the Town shall provide an invoice to the Licensee setting forth any additional Buildings & Grounds maintenance costs resulting from the usage. This shall include any overtime expenses incurred, which shall be paid at 50% the overtime rate. Said invoice shall be paid within thirty (30) days of the Licensee's receipt.

All check should be made out to the "Town of West Seneca," and payments should be submitted to West Seneca Youth & Recreation at 1250 Union Road, West Seneca, New York 14224.

6. Other Licensee obligations:

Usage schedules must be submitted to West Seneca Youth & Recreation no later than April 1st of each and every year for approval. The schedule submitted must be in the manner prescribed by

West Seneca Soccer Club

FOR OFFICE USE ONLY	
<input type="checkbox"/> Insurance Travel	<input type="checkbox"/> Filed @ Rec
<input type="checkbox"/> Insurance WSSC	<input type="checkbox"/> Filed @ TA
<input type="checkbox"/> Fees Paid	<input type="checkbox"/> Filed @ Clerks

the Town and must set forth the requested date(s), time(s), and diamond/field size. Any and all subsequent schedule change requests shall be made no later than 4:00 p.m. on the Wednesday preceding the upcoming week that contains the requested schedule change.

Licensee shall provide a contact telephone number for their organization to West Seneca Youth & Recreation for the public's information no later than 10 business days prior to the first day of registration each and every year.

It is the responsibility of the Licensee to make sure they check their e-mail about any cancellations due to weather, as the Town will send all cancellations notices via e-mail.

Licensee shall be solely responsible for the cost of any and all umpires and equipment.

It is expected that each scheduled usage of the Facilities by the Licensee will be used. The Licensee shall not schedule usage of the Facilities in an attempt to prevent third parties from being able to use the Facilities. All cancellations of scheduled usage for any reason, other than weather related, by the Licensee must be on 14 days' notice to the West Seneca Youth & Recreation Department. Any scheduled usage that goes unused without providing the required notice is subject first to a verbal warning. The second offense will result in a written warning. A third offense will result in suspension of the Licensee's right to use Town Facilities for the remainder of the season with no refund.

Licensee is solely responsible for player registration. The Town will not accept player registrations.

7. 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.

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

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

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

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

e. In the event the Licensee fails to remain compliant with provisions of this Paragraph, the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee’s use of the Facilities. Prior to any claim that the Licensee is not compliant with the provision of this Paragraph, the Town will provide written notice to the Licensee party specifying such non-compliance. The Licensee shall have 7 calendar days from the delivery of the written notice to cure the non-compliance before the Town may either terminate the Agreement and/or prohibit the Licensee’s use of the Facilities.

f. The Town shall not hold the Licensee responsible and/or liable for other users’ misconducts and unwillingness to adhere to the 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, while using Town Facilities. “Other users” is defined as third parties, not the Licensee’s owners/operators/employees/players/spectators.

8. 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.

9. The Town, in its sole discretion, may terminate this Agreement at any time, with cause on notice to the Licensee. If that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee.

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

11. The Licensee will cooperate and will cause the Licensee’s Representative and its invitees to cooperate with the Town’s personnel at all times, treating the Town’s personnel in a professional and respectful manner and the same shall be reciprocated by the Town’s personnel.

12. The Licensee shall adhere to the following guidelines when using social media:

- a. Be fair and respectful to the Town and its employees;
- b. Avoid using statements, photos, videos or audio that could be reasonably viewed as malicious, obscene, offensive, or that disparages the Town or its employees;
- c. Be honest and accurate in providing information or news. Correct misinformation quickly upon learning it is misinformation;
- d. Do not make statements you know to be false about the Town or its employees;
- e. Maintain the Town's private or confidential information;
- f. Respect local laws, rules, and regulations; and
- g. Do not create a link from your social networking or website to the Town's website.

13. Neither the Licensee nor its invitees will make any alterations, improvements or changes of any kind to any of the Facilities or other Town property without prior approval from the Town. Alterations under \$500.00 must be approved by the Town of West Seneca Highway Superintendent, and alterations over \$500.00 must be approved by the Town of West Seneca Town Board. The Licensee must follow the Town of West Seneca procurement policy with regards to expenses for said alterations. If any agreed upon alterations take place, the Licensee will immediately notify the Town in writing upon completion of the alteration so that the Town may inspect said alterations. The Licensee shall indemnify and hold the Town harmless from any liability related to construction of the alterations, improvements or changes of any kind to any of the Facilities or other Town property. Said alterations after completion and inspection by the Town shall be the property of the Town.

14. If any damage is sustained by the Facilities during the Licensee's use and the Town determines the Licensee to be responsible for the damage, then the Licensee shall pay the Town for such damages.

15. The Licensee agrees to indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town's use and access of the Facilities, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town's negligence. The Licensee will maintain, or cause to be maintained, in full force and effect, at the Licensee's expense, one or more policies of general comprehensive liability insurance (the "Licensee's Liability Insurance") with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least three million dollars (\$3,000,000.00) in the aggregate, naming the Town as an additional insured. If the Certificates of Insurance, demonstrating insurance coverage required by this Section, are not received by the Town prior to the Permitted Use Dates, then the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities. Certificates of Insurance upon their approval by the Town shall become part of this Agreement and shall be attached hereto as EXHIBIT D. An approved insurance certificate must be filed at least ten (10) days prior to Licensee's use of the Facilities. Failure to provide a Certificate ten (10) days prior to use may result in termination of this Agreement.

West Seneca Soccer Club

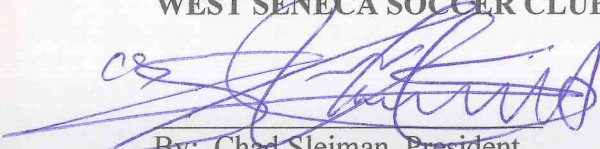
FOR OFFICE USE ONLY	
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<input type="checkbox"/> Insurance WSSC	<input type="checkbox"/> Filed @ TA
<input type="checkbox"/> Fees Paid	<input type="checkbox"/> Filed @ Clerks

16. Each of the Parties acknowledges that they are separate entities and are not an agent for the other. The Parties will not make any such assertions to the contrary. This Agreement may be executed on behalf of the Town by any authorized Recreation Personnel, as designated by the Town Board. In the event any provision of this Agreement is determined to be invalid of unenforceable, the remainder shall remain in force and effect. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

TOWN OF WEST SENECA

By: Gary Dickson, Supervisor
Dated:

WEST SENECA SOCCER CLUB, INC.



By: Chad Sleiman, President
Dated: 03/16/2021

EXHIBIT A - Facilities Usage Rules and Regulations

1. a. If the Town cancels events, games, gatherings or other scheduled activities due to weather or any other conditions, Licensee is prohibited from using the Facilities. The Town will, at the request of the Licensee, make a good faith effort to reschedule any uses canceled by the Town due to weather. However, in the event the usage is not reschedule, the Licensee will not be entitled to any refund from the Town.

b. Fees will not be refunded or adjusted, for any reason, should the Licensee fail to use the date they reserved to use the Facilities. The Licensee must notify the Recreation Department in advance if they will not be utilizing the Facilities as reserved. It is in the sole discretion of the Recreation Department whether any canceled use will be rescheduled.

c. It is in the sole discretion of the Town of West Seneca whether a refund of fees will be paid should the Licensee wish to withdraw from usage in advance of its scheduled start date.
2. Licensee agrees to follow all local laws and any rules posted at the facility or park they are using.
3. Licensee agrees to follow all orders 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.
4. Licensee is responsible for keeping the vicinity of any facility or park free and clear of debris and garbage.
5. No alcoholic beverages or leud/rowdy behavior will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
6. There is no smoking of any kind permitted at any Town facility.
7. When using the Ice Rink all "Rink Rules" must be followed. These are posted in the main lobby of the ice rink.
8. Licensee acknowledges that its players have made aware the rules and regulations contained in this Agreement, and the Licensee will enforce the players following the rules and regulations.
9. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
10. Parking spots cannot be reserved for any Town facility.
11. West Seneca Youth & Recreation reserves the right to cancel any scheduled use at any time, with no notice.
12. If using the West Seneca Ice Rink, no "outside" food or drink should be brought in. Food should be purchased from the concession area within the rink.
13. If using the West Seneca Soccer Park, no grills are allowed.
14. Failure of the Licensee to abide by the terms of this Agreement may result in termination of this Agreement and usage of the Town facilities and parks by the Licensee. In this event, no refunds will be given. All fees will still be due and owing pursuant to this Agreement.

EXHIBIT B - (the "Facilities") – Use

Parks, Soccer Complex (Fields) and Diamonds - In addition to the use of the fields, diamonds, courts, Licensees and participants shall receive use of the bathroom facilities and walking path.

West Seneca Ice Rink – In addition to the use of the ice, Licensees and participants shall receive use of the bathrooms, facilities, locker rooms (if available), and lobby.

EXHIBIT C - Permitted Use and the Permitted Use Dates

Usage schedules must be submitted to West Seneca Youth & Recreation no later than April 1st of each and every year for approval. The Town of West Seneca Highway Superintendent will determine the opening and closing dates of the field/diamonds/rink.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/2/2020

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

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

PRODUCER K&K Insurance Group, Inc. 301 Commerce Street, Suite 2370 Fort Worth, TX 76102	CONTACT NAME: Sports Division	
	PHONE: (800) 441-3994 FAX: (224)-572-5709	
	E-MAIL ADDRESS: kk.sports@kandkinsurance.com	
INSURED New York State West Youth Soccer Association P.O. Box 1247 Corning, NY 14830	INSURERS AFFORDING COVERAGE	NAIC #
	Insurer A: National Casualty Company	11991
	Insurer B: Nationwide Life Insurance Company	66869
	Insurer C:	
	Insurer D:	
	Insurer E:	
	Insurer F:	

COVERAGES **CERTIFICATE NUMBER: 20000784** **REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X		KKO-85521-00	9/1/2020	9/1/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PARTICIPANT LEGAL LIABILITY	\$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KKO-85521-00	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			XKO-85523-00	9/1/2020	9/1/2021	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						AGGREGATE	\$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E. L. EACH ACCIDENT	
							E. L. DISEASE - EA EMPLOYEE	
							E. L. DISEASE - POLICY LIMIT	
B	PARTICIPANT ACCIDENT MEDICAL			BAX-314808-00	9/1/2020	9/1/2021		\$100,000

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

This certificate is issued on behalf of New York State West Youth Soccer Association & West Seneca Soccer Club. Certificate Holder is Additional Insured as respects the operations of the Named Insured for sanctioned activities of the state association. CGL General Aggregate is on a per event basis.

CERTIFICATE HOLDERTown of West Seneca
1250 Union Road
West Seneca, NY 14224**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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New York Forward

Business Affirmation

We have received your reopening affirmation on 11/24/2020 at 03:24 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

Chad Sleiman

(716) 238-4721

westsenecaelite@gmail.com

8 Kingfisher Ct

Orchard Park, NY 14127

Erie County



NY FORWARD SAFETY PLAN TEMPLATE

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

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

COVID-19 Reopening Safety Plan

Name of Business:

West Seneca Soccer Club

Industry:

Sports & Recreation

Address:

P.O. Box 70, West Seneca, NY 14224

Contact Information:

westsenecaelite@gmail.com; 716.208-9981

Owner/Manager of Business:

Chad Sleiman

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?

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

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

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?

Extra 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?

Directors will be responsible of enforcing the safety plan. In turn, coaches and players will be responsible for keeping the masks clean and use new masks if old ones are lost, soiled.
Each will be informed of the safety guidelines to properly clean, store and discard the PPE. Any deviation will result in issuance of a violation and suspension.

- 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?

Soccer Balls. All coaches will bring hand sanitizers and disinfectant wipes to use as needed.

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?

Each Coach will maintain their own log and submit daily or weekly to management. It is important to note that the sanitation requirements are implemented, and the log maintained thereunder, in a large open outdoor field setting.

- 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 coaches will bring hand sanitizers and disinfectant wipes to use as needed on the field. Additionally, park restrooms are accessible as needed for handwashing with soap and water.

- 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?

N/A

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?

Coaches

- 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?

President, directors and coaches

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?

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

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?

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?

IV. OTHER

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

As a sports organization that is not confined between four walls, most of the requirements listed in this plan by DOH are not necessarily applicable to our organization as we are not a typical business with fixed office space. We will enforce and follow all NYSDOH guidelines to insure the safety of all involved in our program and activities to the best of our abilities. Therefore, below are additional Proposed General Guidelines:

Practices/Scrimmages/Games - (Social distancing must be maintained on any bench on the sidelines between coaches and players at all times!):

1. Players shall not wear masks while playing soccer, but coaches shall wear masks when they are unable to maintain social distance. Players are encouraged to wear masks on the way to/from fields.
2. Parents must keep players from practice if measuring a temperature > 100o F, and must notify the coach as much in advance as possible!
3. No more than 2 spectators per player shall be permitted at the field.
4. Any spectators not from the same household should remain 6 feet apart. The use of a face mask by spectators is necessary when unable to maintain a social distance of six (6) feet with other fans.
5. Players shall keep their soccer bags separate from their teammates.
6. Players shall only use their own water bottle(s) and not share with their teammates.
7. All pinnies shall and must be washed after each practice.
8. No high fives or handshakes, etc., with the other team -or- after a goal is scored.
9. Each goalie shall have their own set of gloves and not be shared. The use of hand sanitizer at halftime is encouraged.
10. All soccer balls and equipment shall/must be sanitized before and after activity.
11. Players shall use hand sanitizer repeatedly during practice and wash their hands immediately before and after activity.
12. All clothes worn during activity shall and must be washed and shin guards sanitized afterwards.
13. Players are encouraged to immediately shower (or swim) after activity.
14. Activity shall stop immediately if any player, coach, or family member shows signs and symptoms. League officials shall and must be notified, immediately!

Please Note: Guidelines are subject to change according to new Executive Orders, new guidelines from DOH and as circumstances change, as long as, Safety is preserved!

Staying up to date on industry-specific guidance:

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

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

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](#)