



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 30, 2021

RE: Shakespeare in Delaware Park – Lions Bandshell Use L.A.

Please allow the Supervisor to execute the necessary documents to enter into agreement the insured Shakespeare in Delaware Park located at PO BOX 76, Buffalo, NY, 14205 for use of the Lions Bandshell.

This agreement is contingent upon:

1. A valid COI as outlined in Section 14 of the agreement being turned into West Seneca Youth & Recreation no later than June 1, 2021.
2. Grace Aroune, Education and Community Outreach Associate for Shakespeare in Delaware Park signing page 6 of the agreement no later than June 1, 2021.

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 the insured Shakespeare in Delaware Park located at PO BOX 716, Buffalo, NY 14205 (the "Licensee") (collectively, the "Parties"), and is effective the date it was executed on behalf of the Town (the "Effective Date").

Recitals

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

3. The term of this Agreement shall commence on July 10, 2021, and end on July 12, 2021, 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: Grace Aroune, Education and Community Outreach Associate
Address: PO BOX 716, Buffalo, NY, 14205
Phone: 716-440-7745
Email: sdpoffice@shakespeareindelawarepark.org

5. On or before July 11, 2021, the Licensee shall pay \$00.00 per each single use to the Town, for the right to use the Facilities during the term. After the Licensee's use of the Facilities, the Town shall provide an invoice setting forth any additional buildings and grounds maintenance costs resulting from the use. The invoice shall be paid within fifteen (15) days of Licensee's receipt. See Exhibit A #1.

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

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

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

6. Other Licensee obligations:

- The Town of West Seneca will not provide any sound, P.A., announcement system or any other equipment. The Licensee must provide all of their own equipment.
- Soccer Field Rental Licensee must book fields through Mark Molloy and provide schedule to West Seneca Recreation office within 48 hours of confirmation from Mr. Molloy (MMolloy@nixonpeabody.com).

- Baseball Diamond Rental Licensee must call the Rainout Line (716-677-4754) on each weekday usage date after 4:00 PM to ensure the diamond is not closed due to weather related conditions. Diamonds will not be prepared on weekend or holiday dates.
- Baseball Diamond/ Soccer Field Rental/ Ice Rink– Licensee understands that they are not able to reserve any time slots for Baseball Diamonds or Soccer Fields until after April 10 of each year and Ice Rink slots until after September 10 of each year regardless of the time this agreement was filed. This is to allow West Seneca Youth Sports, West Seneca Central School District & West Seneca Youth & Recreation time to book their required time slots. Licensee understands that regardless of when (date) this agreement was filed no usage is guaranteed. Time slots are on a first come, first serve basis. Licensee understands that they may receive zero timeslots regardless of when this agreement was filed.
- Baseball Diamond/ Soccer Field Rental/ Ice Rink - The Licensee must email the requested date(s), time(s), and if applicable diamond or field size(s). If any ice rink slot/diamond/field is open, we will add that game to the Field Schedule and notify the Licensee. If one is not open, we will notify the Licensee that nothing is available and a new request may be made.
- Diamond Rental – The fee is for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on the weekends or holidays. Licensee can request they be done for an additional fee. Licensee must contact the Highway Superintendents a minim of two weeks before the use to request this and if approved receive the cost and due date for the preparation.
- Races/Tournaments/Community Events/Special Events/Other Events: Licensee must attach a race map and schedule to this agreement. Licensee must contact the Highway Superintendent (716-674-4850) and the Police Chief (716-674-2943) to discuss this event during the permit process.
- Races: The Licensee must inform each business/home owner, any person living along or doing business along the race route and any other persons that will be affected by any road closures. This includes any home, businesses, etc. directly on the race route and any home, business, etc on side streets being blocked or closed on the race route. This must be done at least 72 hours before the race start time. Failure to inform all parties could result in the licensee not being able to host their event the following year. It is suggest each affected party receive a flyer with the date, start and end time of the event and other event details.
- Races: The Licensee must attach a schedule and race map to this agreement. The Licensee must provide in writing attached to this agreement a list of streets being closed, blocked, etc on the race map in list form.

- Tournaments/Community Events/Special Events/Other: A schedule must be provided to both Lauren J. Masset (lmasset@twyny.org) and Brian Adams (badams@twyny.org) no later than 10 days before the event.
- Community Events/Special Events/Other: The Licensee must inform each business and home owner and/or residents (suggested sending a flyer to each home or business) that will be affected by the event. Failure to inform all parties could result in the licensee not being able to host their event the following year.
- All Use Types – Licensee understands that the Town of West Seneca reserves the right to cancel this agreement at anytime without notice or warning.
- The sale of food at the West Seneca Ice Rink, Community Center and Library, West Seneca Soccer Park and Sunshine Park is prohibited. The Town of West Seneca has an agreement with a vendor for the exclusive rights to sell food in these areas. In any other area of food of town the sale of any food must be discussed before this agreement is approved by the West Seneca Town Board. It is the Licensee responsibility to begin the conversation during the first stage of the agreement process.

7. Other Town obligations:

8. The Parties acknowledge that there is a COVID-19 public health emergency and that Licensee, including its owners/operators/employees/players/spectators, must take precautions to help protect 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 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. https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/NYS_BusinessReopeningSafetyPlanTemplate.pdf

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

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

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

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

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

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

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

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

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

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

TOWN OF WEST SENECA

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

(LICENSEE)

Signature: _____
Printed Name: Grace Aroune, Education and Community Outreach Associate
Dated: _____

EXHIBIT A - Facilities Usage Rules and Regulations

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

EXHIBIT B - (the "Facilities") – Use

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

EXHIBIT C - Permitted Use and the Permitted Use Dates

Please note that the Town of West Seneca will not accept verbal schedule requests or cancelations. All requests for use and/or cancellations must be submitted in writing to lmasset@twсны.org

Facility: Veterans Park Complex Bandshell

Event Name: Shakespeare & Love: A One Hour Touring Production

Event Start Time/Date: July 11th, 2021 at 5:30pm ET

Event End Time/Date: July 11th, 2021 at 8:30pm ET

Event Description: Four Shakespearean lovers explore the triumphs, trials, and tribulations of what it means to love in Shakespeare in Delaware Park's touring production, Shakespeare and Love. From the star-crossed love in Romeo & Juliet, to love's darker shadows in Richard III, to the humorous mistaken identity of love in A Midsummer Night's Dream and Twelfth Night, Shakespeare's vast collection of works remind us that love is a language that takes a lifetime to learn. This free outdoor event is an hour-long performance hosted by Shakespeare in Delaware Park. Registration to attend is required in advance.

Other Information / Notes:

TOWN OF WEST SENECA

Signature: _____

Printed Name: Gary Dickson, West Seneca Town Supervisor

Dated: _____

(LICENSEE)

Signature: Grace Aroune

Printed Name: Grace Aroune, Education and Community Outreach Associate

Dated: 03/29/2021

FOR TOWN OF WEST SENECA USE ONLY:

- Attached - COI Attached
- Attached - Signed Affirmation 8b
- Attached - Written Safety Plan 8c
- Required Signatures (2) by Licensee
- If applicable race/event maps, schedules, descriptions, etc.

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 March 25, 2021

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 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 previously determined, may partake in all types of play.
- 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.
- Effective February 1, 2021, participants in higher risk sports and recreation activities may partake in individual or distanced group training and organized no/low-contact group training and, further, may partake in other types of play, including competitions and tournaments, only as permitted by the respective local health authorities (i.e., county health departments).
 - Local health authorities should consider the following factors in authorizing or continuing to prohibit higher risk sports and recreational activities as, in many areas, these factors may weigh against permitting such activities:
 - whether there has been a more-transmissible variant of COVID-19 identified in the area,
 - local rates of COVID-19 transmission or rate of positivity, and
 - local ability to monitor and enforce compliance.
- Effective March 29, 2021, statewide travel for sports and recreational activities may resume. Until such time, for all lower, moderate, and higher risk sports, travel for practice or play is prohibited outside of the region or contiguous counties/regions. Interstate travel for practice or play remains strongly discouraged and, if undertaken, must strictly adhere to the requirements of the State’s travel advisory.

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 or the State’s social gathering limit, which is 100 or fewer people in indoor non-residential settings and 200 or fewer people in outdoor non-residential settings, as of March 22, 2021. Responsible Parties may determine which spectator limit – two per player or the social gathering limit – facilitates compliance with health and safety protocols for their specific sports and recreation event.
- 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:
 - 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 at all times, so long as they are over the age of two and medically able to tolerate such covering. Responsible Parties may allow spectators to temporarily remove their face covering to consume food or beverages so long as they are seated and socially distanced.
 - Responsible Parties may facilitate appropriate distancing through the use of markings on the ground or seating areas, and other signage.

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 bowling centers and alleys – and, effective March 5, 2021, pool and billiard halls, and establishments that provide both recreational activities (e.g., darts, toss/bowl/shuffle games, racket games, axe throwing, etc.) and food and beverage service for patrons – Responsible Parties must follow these additional public health and safety measures:

- Restrict facility capacity 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; provided, however, that establishments in New York City may be restricted to a lower capacity based on indoor dining guidance, which is limited to 35%, effective February 26, 2021;
- Require face coverings at all times for patrons/players, unless they are seated and actively consuming food or beverage;
- Strictly enforce social distancing of at least six feet between parties of patrons/players, including during play by closing adjacent bowling lanes, pool/billiard tables, and boards/games, or enacting appropriate physical barriers between lanes, tables, and boards/games;
- Ensure patrons/players interact only with their party at their assigned lane, table, or board/game (i.e., no comingling of parties);
- Rigorously clean and disinfect any rented or shared equipment (e.g., bowling balls, bowling shoes, pool/billiard cues, pool/billiard racks, or throwing, tossing, or other game objects) between each patron's/player's or party's use;
- Limit the number of patrons/players to any event at the facility to no more than the current social gathering restrictions that are in effect for the region as a part of the State's phased reopening (i.e., 50 or fewer people, as of February 23, 2021); and
- Adhere to DOH's "Interim Guidance for Food Services during the COVID-19 Public Health Emergency" and all other applicable state-issued guidance (e.g., State Liquor Authority) for food and beverage service on the premises of the facility.
- Further, Responsible Parties of bowling centers and alleys, pool and billiard halls, and establishments that provide both recreational activities (e.g., darts, toss/bowl/shuffle games, racket games, axe throwing, etc.) and food and beverage service for patrons may consider these additional public health and safety measures:
 - Encourage patron/player visits be made in advance by reservation only, where practicable;
 - Consider measures to reduce interpersonal contact and congregation, such as:
 - "blocking off" operating times to allow for enhanced cleaning and disinfection;
 - assigning patrons/players seating and requiring that individuals not actively participating in game (e.g., bowling, playing pool, throwing, tossing, etc.) remain seated, unless they are arriving, departing, ordering or receiving food or beverage, or going to the restroom;
 - implementing "sign-up" policies, so patrons/players only play during their allotted time; and/or
 - offering "equipment valets" where employees retrieve equipment for patrons/players (e.g., employees retrieve bowling balls from rack for use);
 - Post signage and issue audio reminders for patrons/players to clean and disinfect equipment before and after use;
 - Impose reasonable limits on rentals or use of facility owned equipment (e.g., a single individual may only use one bowling ball, pool cue, or set of throwing or tossing objects for the duration of the patron's/player's play); and/or
 - Encourage patrons/players to bring and use their own equipment (e.g., bowling balls, pool cue).
- For golf courses and driving ranges, Responsible Parties should ensure players adhere to the following additional safety measures, in addition to social distancing and face coverings when such distancing cannot be maintained:

- Restrict use of golf carts to no more than two persons per cart; provided, however, that a person may request their own cart if they would otherwise be sharing with another individual who is not a member of their same family/household;
 - Responsible Parties must require face coverings be worn while cart is occupied with two persons and may consider installation of physical barriers between riders so long as they do not impede visibility or operation of the cart.
 - Responsible Parties must clean and disinfect carts in between each party's use.
- Keep golf bag in possession (e.g., walking or push cart), when possible, or use an assigned caddie who is required to wear a face covering and perform regular hand hygiene (e.g., hand washing or sanitizing) when in close contact with players and handling player equipment;
 - Responsible Parties may offer player equipment storage so long as caddies or handlers wear a face covering and perform regular hand hygiene when handling player equipment.
- 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;
- Allow the use of bunker rakes, ball washers, flagsticks, water coolers, and shared on-course equipment or amenities so long as they are cleaned and disinfected between each party's use or on a frequent, set schedule throughout the day when the course or range is open for play;
- 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;
- Encourage single-use of items, such as tees/scorecards/pencils/ball markers, and discourage sharing of such items 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;
- All retail and food services shall adhere to the State-issued guidance for such activities;
- All on-premises gatherings are subject to the social gathering limits set forth by the State; 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 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>

Occupational Safety and Health Administration COVID-19 Website
<https://www.osha.gov/SLTC/covid-19/>

At the link below, affirm that you have read and understand your obligation to operate in accordance with this guidance:

<https://forms.ny.gov/s3/ny-forward-affirmation>

I have read and affirmed the above

Grace Anone

03/29/2021

Grace Anone

Community Outreach & Education Associate

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I--People

- *SDP will rope off performance space for employees/actors to ensure 6 ft. distance from each other while "on stage."
- *SDP will rope off audience area at least 10 ft away from "stage" and place 6 ft. markers for audience to sit /stand to denote social distancing protocols.
- *SDP will post signage regarding all health protocols.
- *SDP Employees/ actors will wear masks/ or face shields on stage if within 6ft or if govt laws mandate
- *SDP will have sanitizing stations available and require masks/shields be worn when applicable.
- *Each employee will have their own personal PPE

- *SDP will not have pick up or deliveries
- *SDP will not be using confined spaces-- we will be outside.
- *SDP will rope off audience area at least 10 ft away from "stage" and place 6 ft. markers for audience to sit /stand to denote social distancing protocols within that area
- *SDP will post signage regarding health protocols.
- *Audience members will be asked to wear masks when applicable (we will supply masks for those who do not have one)
- *SDP will have sanitizing stations available
- *Staff will be present to make sure only "reserved" audience are in the performance area

N/a

II--Places--A

- *Our 9 employee/actors will be supplied with both disposable and cloth face coverings and face shield and personal hand sanitizer.
- *(disposable will be purchased --cloth masks/face shields will be made by our costume designers.
- *Disposable masks will be thrown away after one use. Personal Cloth masks/face shields will be cleaned by employees (if they do not have the means to wash them the ED will)
- *Outdoor audience members will be asked to wear their own masks --we will have extra disposable masks available for use if and audience member forgot theirs and would like one.
- *SDP will have hand sanitizing stations for audience---employees will have personal hand sanitizer (PPE)

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II-B---Hygiene/cleaning

- *Employee/Actors will be in charge of their own props which will NOT be passed and shared with other actors...they will be cleaned and sanitized by the actor after every performance and stored in their own individual bin.
- *Employee/Actors will be in charge and responsible for their costume piece and will wash them after each performance.
- *Actors will be in charge of their own Microphone elements which will be sealed in labeled and sanitized containers for storage when not in use between performances to prevent cross-contamination. (they will each have their own microphone that will NOT be shared with anyone else)
- *If the actor not able to clean and sanitize props and costume it will be done by the Stage Manager (SM)

- *The Stage Manager (SM) will be responsible for a cleaning log at each performance.
- *It will be kept with the SM until the end of the performance and turned into the office for filing purposes.

- *Personal Hand Sanitizing products will be provided for our 9 employees/actors
- *A hand sanitizing station will be present for audience members.

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- *SDP productions are being held outside in the park.
- *all props and costumes will NOT be shared they will only be used by the individual actor and will be cleaned and disinfected after each performance. --using products identified as effective (such as Lysol products)

II-Communication

- *Signage will be posted at the outdoor sight.
 - *SM will be in charge of maintain a log.
 - *Audience members will be asked to sign in via facebook for tracking purposes.
 - *The log will be kept by the SM and turned into the office for filing purposes.
- *The executive director

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III-PROCESS

- *Each of our 9 employees will be screened before work.
 - *Temperature and health (symptom questions will be asked and logged)
 - *The employee will call the ED or SM prior to coming to work to complete screening process.
 - *Either the SM or the ED will screen employees. Screening instructions and paperwork will be provided.
- *Screening will NOT be done on site unless it is mandated by the state or county to do so.
- *We will be working in an outdoor area where there will not be contact with surfaces.
 - *Each actor is in charge of their own props and costumes and mics which are keep in a sealed bin or container.
 - *If someone tested positive the items "they" touched would be kept in a sealed bin (that only they have touched) and cleaned when deemed safe to do so. (Lysol
- *If one of our employees tested positive the ED will call each of our 9 employees personally to tell them and advise with information given by the state or county health commission.

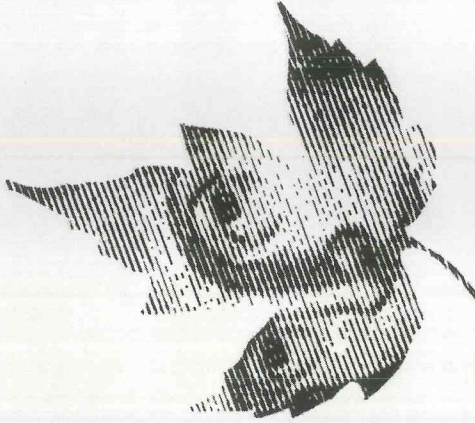
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IV-Other

in lieu of main stage productions, we will be implementing a series of small outdoor performances in public parks. In limiting the scope of productions and spreading performances across WNY, we aim to limit employee interactions and decrease performance attendance, in turn decreasing the density of crowds and scope of patron interactions. The use of public space and shortened performance times will allow us to safely distance both employees and audience members. The stage area will be roped off to keep actors more then 6 feet away from any potential audience members. Actors will also be directed in a way that will keep them a safe distance from each other while performing. Employees: Rehearsals and production meetings will be held via virtual platforms until guidance is given for phase 4 (arts and entertainment). Employees will receive PPE and stage blocking will permit that actors are no less than six-feet apart (pending health protocol). Actors (no more than 4 performers on stage at one time) will be responsible for their own costumes and props to prevent cross-contamination. Microphone elements

will be sealed in labeled and sanitized containers for storage between performances to prevent cross-contamination. The stage manager will be instructed in performance safety protocols and will be in charge of overseeing and documenting employee screenings and any possible exposures to COVID-19. Sensitive health information will be stored by the Executive Director and any communication regarding exposure will be communicated through her as well. Employee performance and rest spaces will be roped off to allow proper distancing from audience members. Separate sanitation station will be provided for employee-only use. All employees will receive safety protocols in advance of in-person rehearsals or performances. Audience: A designated place for audience members will be roped off to allow safe distancing within the vicinity of performances. Markers will be placed at 6 feet within the designated area to denote proper social distancing. While in the designated area, attendees will be encouraged to wear masks and check-in to performances via online platform to allow documentation for contact tracing. Safety protocol will be announced prior to performances and will be posted on signs throughout site and upon entry. A sanitation station will be set up near entrance to designated audience area and disposable masks will be made available to inquiring participants. In lieu of cash transactions, audience members wishing to make donations will be encouraged to remit payment through our digital platform.

NYS SAFTEY GUIDES AND PROTOCOLS



SHAKESPEARE
IN DELAWARE PARK

PERSON TO PERSON SPREAD

The virus is thought to spread mainly from person-to-person.

- Between people who are in close contact with one another (within about 6 feet).
- Through respiratory droplets produced when an infected person coughs, sneezes, or talks.
- These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs.
- COVID-19 may be spread by people who are not showing symptoms.
- Current data shows that 40-60% of people with COVID-19 do not show symptoms.

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html>

PROTECT YOURSELF AND OTHERS

The best way to prevent illness is to avoid being exposed to this virus. You can take steps to slow the spread.

- Maintain good social distance (about 6 feet). This is very important in preventing the spread of COVID-19.
- Wash your hands often with soap and water. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol.
- Routinely clean and disinfect frequently touched surfaces.
- Cover your mouth and nose with a cloth face covering when around others.

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html>

WATCH FOR SYMPTOMS

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms may have

COVID-19:

- Fever or chills● Cough● Shortness of breath or difficulty breathing● Fatigue● Muscle or body aches
- Headache● New loss of taste or smell● Sore throat● Congestion or runny nose● Nausea or vomiting● Diarrhea

IF YOU HAVE ANY SYMPTOMS OR HAVE BEEN IN DIRECT CONTACT WITH SOMEONE WHO HAS TESTED POSITIVE YOU ARE TO LET SDP KNOW IMMEDIATELY.

This list does not include all possible symptoms. CDC will continue to update this list as we learn more about

COVID-19. <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

SDP SAFTEY PROTOCOLS

Anytime you are on site you need to submit this screening questionnaire

ARRIVAL and DEPARTURE

Your arrival and departure will be logged in by KG Gorney at each rehearsal/performance so please check and make sure your questionnaire has been received.

PPE

SDP will provide PPE including a cloth face mask that covers both your nose and mouth (disposable masks will be available as well)

Hand Sanitizer will be provided

(you are allowed to bring and use your own PPE)

MASKS

Masks will be worn at all times by actors, staff and crew.

Actors will temporarily remove their masks while performing. (face shields that are part of costuming can remain on.)

You may also temporarily remove masks while eating/drinking.

Please keep a 6 ft distance if masks are removed for any reason.

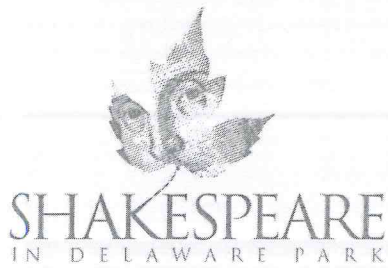
PROPS / COSTUMES/ MICS

- *Props will only be used and handled by individual actors--cleaning supplies will be on site for cleaning
- *Mics will be handled by each actor--they will put in batteries and place mics on themselves--cleaning supplies will be on site for cleaning after use
- *costumes will be worn and handled by each individual actor---they will be taken and cleaned by each actor--actors will show up at performances "in costume"
(if actors need cleaning supplies for costumes SDP will supply)

COMPLETE STATE GUIDELINES

For more information, here are the complete state guidelines:

[https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/MediaProducti
on_MasterGuidance.pdf](https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/MediaProducti
on_MasterGuidance.pdf)



Licensee Information:

Name:

Shakespeare in Delaware Park

Address:

P.O. Box 716

Buffalo, NY 14205

Phone:

716.440.7745

Email:

sdpoffice@shakespeareindelawarepark.org

Website:

www.shakespeareindelawarepark.org

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

Name and Title:

Grace Aroune

Education & Community Outreach Associate

Address:

P.O. Box 716

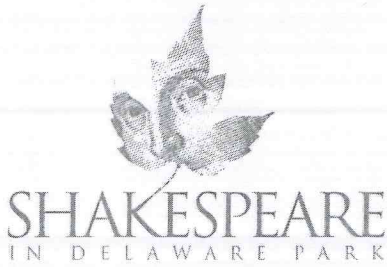
Buffalo, NY 14205

Phone:

716.440.7745

Email:

sdpoffice@shakespeareindelawarepark.org



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

To Be Provided at Later Date Per Agreement Between Shakespeare in Delaware Park & Lauren Masset/Tina Hawthorne

Name:

Address:

Phone:

Email:

Event Information:

Facility Requested:

Veterans Park Complex Bandshell

Event Name:

Shakespeare & Love: A One Hour Touring Production

Event Start Time/Date:

July 11th, 2021 at 5:30pm ET

Event End Time/Date:

July 11th, 2021 at 8:30pm ET

Event Description:

Four Shakespearean lovers explore the triumphs, trials, and tribulations of what it means to love in Shakespeare in Delaware Park's touring production, Shakespeare and Love. From the star-crossed love in Romeo & Juliet, to love's darker shadows in Richard III, to the humorous mistaken identity of love in A Midsummer Night's Dream and Twelfth Night, Shakespeare's vast collection of works remind us that love is a language that takes a lifetime to learn.

This free outdoor event is an hour-long performance hosted by Shakespeare in Delaware Park. Registration to attend is required in advance.

