

Township of Hampton Resolution 1030

A Resolution of the Township of Hampton, County of Allegheny, Commonwealth of Pennsylvania Amending Township Resolution 1027, a Resolution establishing a Reopening and Future Operations Plan for the Township in conjunction with the Coronavirus (Covid 19)

WHEREAS, the Township of Hampton, as the result of the Coronavirus (Covid 19), instituted a Declaration of Emergency to protect the health, safety and welfare of the Hampton citizenry, and

WHEREAS, Township Council adopted Resolution 1027 on May 27, 2020 establishing a Reopening and Future Operations Plan for the Township, and

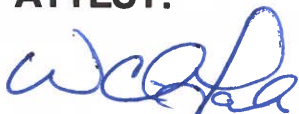
WHEREAS, it has become necessary to amend this plan to allow the Hampton Athletic Association (HAA) and Hampton Dolphins (Dolphins) to utilize Township facilities as of Monday, June 29, 2020, and

WHEREAS, agreements with the HAA and Dolphins have been prepared for the use of these facilities by each and are attached as an appendix to this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Township of Hampton hereby approves an amendment to the Township Covid 19 Reopening and Future Operations Plan permitting the use as of June 29, 2020 of the Township's McCully Baseball Fields Complex by HAA and the Township Outdoor Pool by the Dolphins in conjunction with the attached agreements.

ADOPTED, this 24th day of June 2020 by a majority vote of the Council of the Township of Hampton.

ATTEST:



W. Christopher Lochner
Municipal Manager/Secretary

TOWNSHIP OF HAMPTON



Michael L. Peters
Council President

APPENDIX “A”

Hampton Athletic Association

Agreement

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Release, Waiver of Liability and Indemnification Agreement (the "Release") executed on this 26TH day of JUNE, 2020, by the Hampton Athletic Association (hereinafter HAA), (the "Releasor") hereby releases the following Releasees and otherwise agrees as follows:

Releasees: The Township of Hampton, its Township Council, employees, agents, attorneys, and any other affiliated persons and entities, and all others, jointly, severally, and individually.

The Township of Hampton shall allow the Hampton Athletic Association use of Township facilities, including baseball fields, during the summer of 2020.

The Releasor, HAA, hereby agrees to follow all CDC guidelines in regard to social distancing and gatherings, along with any and all directives and regulations issued by the Commonwealth of Pennsylvania, Governor Wolf and/or the PA Department of Health. HAA shall name Hampton Township as an additional insured on their liability insurance policy.

The terms of the within Release can be extended by mutual agreement and in writing by both parties.

WAIVER AND RELEASE: HAA hereby releases and forever discharges and holds harmless the Releasees from any and all liability, claims and demands of whatsoever kind or nature, either in law or in equity, which arise or may hereafter arise, from the HAA's use of Township facilities, including baseball fields. The HAA understands and acknowledges that this Release discharges Releasees from any liability or claim that may be made with respect to bodily injury, personal injury, illness (including COVID-19), death and/or property damage that may result from the HAA's use of Hampton Township facilities, including baseball fields, during the summer of 2020.

INSURANCE: The HAA, in consideration of the above, shall add Hampton Township as an additional insured to their liability insurance policy to cover any and all claims that shall arise from the HAA's use of the Hampton Township facilities, including baseball fields, and provide written confirmation to the Township.

COVENANT NOT TO SUE, the Releasor, hereby releases, waives and forever discharges and covenants not to sue Hampton Township, and all Releasees, full or part time insurers, and/or individuals associated with Hampton Township for any claims made for injuries, illness (including COVID-19) and/or damages resulting from the HAA's use of Hampton Township facilities, including baseball fields.

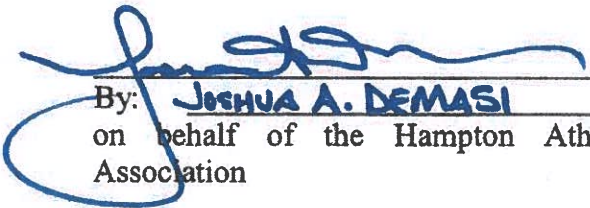
INDEMNIFICATION: In the event that any claims resulting from the HAA's authorized use of Hampton Township's facilities are made against Hampton Township/Releasees by anyone, including third parties, the HAA shall indemnify and hold Hampton Township/Releasees harmless from any and all liability, claims, losses, damages or costs that the Releasees may incur relative hereto, including attorney's fees.

The within Release, Waiver of Liability and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and if any portion hereof is held invalid, it is agreed that the remaining provisions notwithstanding, shall continue in full force and legal effect.

By signing below we express our understanding and intent to enter into this Release, Waiver of Liability and Indemnification Agreement willing and voluntarily.

IN WITNESS WHEREOF, and intending to be legally bound hereby, we have hereunto set our hands and seal on the below date.

6/26/2020
Date


By: JOSHUA A. DEMASI,
on behalf of the Hampton Athletic
Association



CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY) 6/22/20

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY PAT CASPER INSURANCE LLC 11676 PERRY HWY STE 3100 WEXFORD, PA 15090-7204 (724)935-2229	AGENT'S NO. AA5252	COMPANIES AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-in-Fact (In NY) Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
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NAME AND ADDRESS OF NAMED INSURED Hampton Athletic Association PO Box 45 Allison Park, PA 15101	This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.
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This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO Add'l TR Ins'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS														
E	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG	Q28 0103292	4/1/20	4/1/21	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>FIRE DAMAGE (Any One Fire)</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>MED EXP (Any One Person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV. INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	FIRE DAMAGE (Any One Fire)	\$ 2,000,000	MED EXP (Any One Person)	\$ 5,000	PERSONAL & ADV. INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS-COMP/OP AGG	\$ 4,000,000		
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PRODUCTS-COMP/OP AGG	\$ 4,000,000																		
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>BODILY INJURY (EACH PERSON)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (EACH ACCIDENT)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td><td style="text-align: right;">\$</td></tr> </table>	BODILY INJURY (EACH PERSON)	\$	BODILY INJURY (EACH ACCIDENT)	\$	PROPERTY DAMAGE	\$	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$						
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	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$						
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	WORKERS COMPENSATION & EMPLOYERS LIABILITY				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="4" style="text-align: center;">STATUTORY</th></tr> <tr> <td rowspan="3" style="text-align: center; vertical-align: middle;">BODILY INJURY BY</td> <td>ACCIDENT</td> <td style="text-align: right;">\$</td> <td>EACH ACCIDENT</td> </tr> <tr> <td>DISEASE</td> <td style="text-align: right;">\$</td> <td>POLICY LIMIT</td> </tr> <tr> <td>DISEASE</td> <td style="text-align: right;">\$</td> <td>EACH EMPLOYEE</td> </tr> </table>	STATUTORY				BODILY INJURY BY	ACCIDENT	\$	EACH ACCIDENT	DISEASE	\$	POLICY LIMIT	DISEASE	\$	EACH EMPLOYEE
STATUTORY																			
BODILY INJURY BY	ACCIDENT	\$	EACH ACCIDENT																
	DISEASE	\$	POLICY LIMIT																
	DISEASE	\$	EACH EMPLOYEE																
	OTHER																		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Concessionaires Including Products and Completed Operations

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.

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).

NAME AND ADDRESS OF CERTIFICATE HOLDER Township of Hampton 3101 McCully Rd Allison Park, PA 15101	AUTHORIZED REPRESENTATIVE
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DECLARATIONS



ERIE INSURANCE EXCHANGE
GENERAL LIABILITY POLICY

AMENDED DECLARATIONS * * EFFECTIVE 06/11/20
ATTACH THIS TO YOUR POLICY.

REASON FOR AMENDMENT - ADDED CLASSIFICATION

Agent	ITEM 2. Policy Period	Policy Number
AA5046 PAT CASPER INS LLC	04/01/20 TO 04/01/21	Q28 0103292 P

ITEM 1. Named Insured and Address
HAMPTON ATHLETIC ASSOCIATION
PO BOX 45
ALLISON PARK PA 15101-0045

ITEM 3. Other Interest

POLICY PERIOD BEGINS AND ENDS AT 12.01 A.M. STANDARD TIME AT THE STATED ADDRESS OF THE NAMED INSURED.

TYPE OF POLICY - OCCURRENCE
COUNTY - ALLEGHENY

BUSINESS TYPE - OTHER

THE ERIE'S LIMIT OF PROTECTION FOR EACH COVERAGE IS STATED BELOW.
THIS IS SUBJECT TO ALL APPLICABLE TERMS OF THE POLICY AND ATTACHED FORMS.

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$2,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$2,000,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$ 5,000	ANY ONE PERSON
PERSONAL & ADVERTISING INJURY LIMIT	\$2,000,000	ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT		\$4,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		INCL IN GENERAL AGGREGATE LIMIT

COVERAGES & PREMIUMS

PREMISES/OPERATIONS	\$ 1,487.
PRODUCTS/COMPLETED OPERATIONS	INCLUDED

OPTIONAL COVERAGES -

DIRECTORS & OFFICERS LIABILITY COVERAGE NON-PROFIT ORGANIZATIONS - ULVB \$1,000,000 PER CLAIM / \$2,000,000 AGGREGATE \$1,000 SELF-INSURED RETENTION APPLIES PER CLAIM RETROACTIVE DATE: 04/01/19	\$ 160.
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TOTAL DEPOSIT PREMIUM - - - - -	\$ 1,647.
ADDITIONAL CHARGE DUE TO THIS CHANGE - - - - -	\$ 75.
APPLICABLE FORMS - SEE SCHEDULE OF FORMS	

SCHEDULE OF INSURED'S OPERATIONS
PREMISES/OPERATIONS AND PRODUCTS/COMPLETED OPERATIONS HAZARDS
ARE INCLUDED OR EXCLUDED AS INDICATED BELOW.

LOCATION	*	INSURED OPERATIONS
1. 3001 MCCULLY RD, ALLISON PARK, ALLEGHENY CO, PA	*	
	*	
	*	040066A - ATHLETIC PROGRAMS-AMATEUR
	*	OTHER THAN NOT-FOR-PROFIT
	*	INCLUDING PRODUCTS -
	*	COMPLETED OPERATIONS
	*	
	*	011168A - CONCESSIONAIRES INCLUDING
	*	PRODUCTS - COMPLETED
	*	OPERATIONS
	*	
	*	
	*	
	*	

	LOCATION 1	
CLASS CODE	* 040066A	011168A
PREMIUM BASES	* PER GAME	SALES
EXPOSURE	* 420	6,000
PREMISES/OPERATIONS	*	
RATE	* 3.318	15.485
PREMISES/OPERATIONS	*	
PREMIUM	* 1,394.	93.
PRODUCTS/COMPLETED	*	
OPERATIONS RATE	* INCLUDED	INCLUDED
PRODUCTS/COMPLETED	*	
OPERATIONS PREMIUM	* INCLUDED	INCLUDED

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SCHEDULE OF FORMS

FORM NUMBER	EDITION DATE	DESCRIPTION
CGL	03/01	COMMERCIAL GENERAL LIABILITY POLICY
CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
IL0910	07/02	PENNSYLVANIA NOTICE
IL0246	09/07	PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL
ULOY	06/14	COVERAGE FOR PUNITIVE DAMAGES (IN, PA)
CG2147	12/07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
ULQJ	06/17	EXTRA LIABILITY COVERAGES
ULQN	06/14	EXCLUSION - PROFESSIONAL LIABILITY
CG0099	11/85	CHANGES IN GENERAL LIABILITY FORMS FOR COMMERCIAL PACKAGE POLICIES
ULED	09/05	EXCLUSION - ASBESTOS
GU30	03/01	AMENDMENT OF POLICY - TWO OR MORE COVERAGE PARTS
GU44	03/01	PENNSYLVANIA AMENDATORY ENDORSEMENT
GU32	03/01	EXCLUSION - LEAD LIABILITY
CG2167	12/04	FUNGI OR BACTERIA EXCLUSION
CG2170	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL985E*	01/15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
IL0017	11/98	COMMON POLICY CONDITIONS
UF4810*	03/08	IMPORTANT NOTICE - POLICY SERVICE FEES
UF8385	03/95	IMPORTANT NOTICE
UF6330*	08/09	IMPORTANT NOTICE: DO YOU USE SUBCONTRACTORS?
CG2196	03/05	SILICA OR SILICA-RELATED DUST EXCLUSION
GU136	03/09	AMENDMENT OF MOBILE EQUIPMENT DEFINITION
ULTD	12/09	AMENDMENT OF OCCURRENCE DEFINITION FOR SUBCONTRACTED WORK
FORM SA	11/12	SUBSCRIBERS AGREEMENT
CG2106	05/14	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY- WITH LIMITED BODILY INJURY EXCEPTION
CG2109	06/15	EXCLUSION - UNMANNED AIRCRAFT
CG2101	11/85	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS
ULVB	07/16	DIRECTORS AND OFFICERS LIABILITY COVERAGE - NON-PROFIT ORGANIZATIONS

IMPORTANT - PLEASE READ

YOUR RATE FOR YOUR COMMERCIAL GENERAL LIABILITY POLICY IS DETERMINED BY USING ONE OF THE FOLLOWING BASES OF PREMIUM -

- A) AREA - RATES ARE PER 1000 SQUARE FEET OF AREA**
- B) PAYROLL - RATES ARE PER \$1000 OF PAYROLL**
- C) SALES - RATES ARE PER \$1000 OF SALES**
- D) ADMISSIONS - RATES ARE PER 1000 ADMISSIONS**
- E) COMMISSIONS - RATES ARE PER \$1000 COMMISSIONS**
- F) COST - RATES ARE PER \$1000 COST**
- G) EXPENDITURES - RATES ARE PER \$1000 EXPENDITURES**
- H) OTHER - SEE PREMIUM BASES**

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PO BOX 45
ALLISON PARK PA 15101-0045

ITEM 3. Other Interest

EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS

EXCLUSION: EXCLUDING BI FOR PARTICIPANTS IN SPORTS/GAMES ACTIVITIES
SPONSORED BY THE INSURED

SEE FORM CG2101

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Release, Waiver of Liability and Indemnification Agreement (the "Release") executed on this 26th day of June, 2020, by the Hampton Dolphins, (the "Releasor") hereby releases the following Releasees and otherwise agrees as follows:

Releasees: The Township of Hampton, its Township Council, employees, agents, attorneys, and any other affiliated persons and entities, and all others, jointly, severally, and individually.

The Township of Hampton shall allow the Hampton Dolphins use of Township facilities, including the pool, during the summer of 2020.

The Releasor, Hampton Dolphins, hereby agrees to follow all CDC guidelines in regard to social distancing and gatherings, along with any and all directives and regulations issued by the Commonwealth of Pennsylvania, Governor Wolf and/or the PA Department of Health. HAA shall name Hampton Township as an additional insured on their liability insurance policy.

The terms of the within Release can be extended by mutual agreement and in writing by both parties.

WAIVER AND RELEASE: The Hampton Dolphins hereby release and forever discharge and hold harmless the Releasees from any and all liability, claims and demands of whatsoever kind or nature, either in law or in equity, which arise or may hereafter arise, from the Hampton Dolphins' use of Township facilities, including the pool. The Hampton Dolphins understand and acknowledge that this Release discharges Releasees from any liability or claim that may be made with respect to bodily injury, personal injury, illness (including COVID-19), death and/or property damage that may result from the Hampton Dolphins' use of Hampton Township facilities, including the pool, during the summer of 2020.

INSURANCE: The Hampton Dolphins, in consideration of the above, shall add Hampton Township as an additional insured to their liability insurance policy to cover any and all claims that shall arise from the Hampton Dolphins' use of the Hampton Township facilities, including the pool, and provide written confirmation to the Township.

COVENANT NOT TO SUE, the Releasor, hereby releases, waives and forever discharges and covenants not to sue Hampton Township, and all Releasees, full or part time insurers, and/or individuals associated with Hampton Township for any claims made for injuries, illness (including COVID-19) and/or damages resulting from the Hampton Dolphins' use of Hampton Township facilities, including the pool.

INDEMNIFICATION: In the event that any claims resulting from the Hampton Dolphins' authorized use of Hampton Township's facilities are made against Hampton Township/Releasees by anyone, including third parties, the Hampton Dolphins shall indemnify and hold Hampton Township/Releasees harmless from any and all liability, claims, losses, damages or costs that the Releasees may incur relative thereto, including attorney's fees.

The within Release, Waiver of Liability and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and if any portion hereof is held invalid, it is agreed that the remaining provisions notwithstanding, shall continue in full force and legal effect.

By signing below we express our understanding and intent to enter into this Release, Waiver of Liability and Indemnification Agreement willing and voluntarily.

IN WITNESS WHEREOF, and intending to be legally bound hereby, we have hereunto set our hands and seal on the below date.

6/26/2020
Date

Dal A Sheets
By: _____
on behalf of the Hampton Dolphins

National Casualty Company

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KKO-80884-00	01/01/20	USA SWIMMING, INC. DBA: USA Swimming Etal	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

- a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
- b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;

c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

Sponsors

Co-Promoters

Any individual person(s) or organization(s) listed below:

Scott Furbush

AUTHORIZED REPRESENTATIVE

DATE