

**BOROUGH OF BATH  
NORTHAMPTON COUNTY  
COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2021-005  
(duly adopted April 5, 2021)**

**A RESOLUTION OF BOROUGH OF BATH,  
NORTHAMPTON COUNTY, PENNSYLVANIA,  
ESTABLISHING PROCEDURES  
FOR ACCEPTING FESTIVAL OR EVENT INSURANCES FROM VENDORS  
OPERATING ON PUBLIC GROUNDS; EXEMPTIONS**

WHEREAS, Council for the Borough of Bath desires to adopt the following procedure and requirements for accepting liability insurance coverages from vendors and making exemptions under certain conditions while participating in Borough sanctioned or affiliated festival or event, or any other festivals or events open to the general public held on public grounds; and

NOW, THEREFORE, BE IT RESOLVED AND ADOPTED by Council, and is hereby adopted by the authority of same as follows:

1. Council hereby adopts the following procedure and requirements for accepting liability insurance coverages from vendors and making exemptions under certain conditions while participating in Borough sanctioned or affiliated festival or event, or any other festivals or events open to the general public held on public grounds.
  - a. **Volunteers** – any volunteer participating in a Borough sanctioned, affiliated, or any other festivals or events open to the general public shall sign an Acknowledgement and Release form (see Exhibit A).
  - b. **Food & Alcohol Vendors** – food trucks, restaurant/tables, bars, beer distributors, wineries, or similar use that are ordinarily licensed and insured to operate an establishment elsewhere shall provide a Certificate of Insurance listing the Borough as additional insured as prescribed under Section 3, each shall also complete and sign a Waiver and Indemnification Agreement (see Exhibit B).
  - c. **Participant Activity Vendors** – yoga, karate, axe throwing, dunk tanks, balloon rides, horse/pony rides, helicopter rides or similar uses that are ordinarily licensed and insured to operate an establishment elsewhere must provide a Certificate of Insurance listing the Borough as prescribed under Section 3, each shall also complete and sign a Waiver and Indemnification Agreement (see Exhibit B).
  - d. **Artisan Crafters** – pottery, home crafters/nick-nacks, painting artists, face painting artists, sand bottle artists, caricature artists or similar uses are exempt

from providing a Certificate of Insurance. Artisan Crafters shall complete and sign the Borough's Waiver and Indemnification Agreement (See Exhibit B).

- e. **Non-Profits** – Lion Club, girls/boy scouts, Bath Museum, Governor Wolf History Society, Monocacy Creek Water Shed Association, REPO Club, Bath Social Hall, United Way, or similar uses (unless any of these groups fall into the Food & Alcohol Vendor or Participant Activity) would be exempt from providing a Certificate of Insurance. Non-Profits shall complete and sign the Borough's Waiver and Indemnification Agreement (see Exhibit B).
- 2. Any vendor falling within categories 1(d) and 1(e) above is required to provide a Certificate of Insurance listing the Borough as additional insured as prescribed under Section 3, if 1(d) and 1(e) vendors possess valid business insurance at the time of participating in the Borough sanctioned or affiliated festival or event, or any other festival or event held on public grounds.
- 3. Listing Borough of Bath as additional insured under a vendors Certificate of Liability Insurance requires the following statement: "Borough of Bath, its councilpersons, officers, agents, appointees, independent contractors, and assignees; including but not limited to borough engineers, solicitors, employees, inspectors, code and zoning enforcement officers are Additional Insured."
- 4. Severability. It is hereby declared to be the legislative intent that if a court of competent jurisdiction declares any provisions of this Resolution to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Resolution shall continue to be separately and fully effective. Council hereby declares that it would have passed this Resolution and each section or part thereof, other than any part declared invalid, if it had advance knowledge that any part would be declared invalid.
- 5. Effective Date. This Resolution shall be effective upon its adoption.

RESOLVED AND ADOPTED THIS 5<sup>th</sup> day of April 2021.


Attest:

COUNCIL OF THE BOROUGH OF BATH

By: \_\_\_\_\_

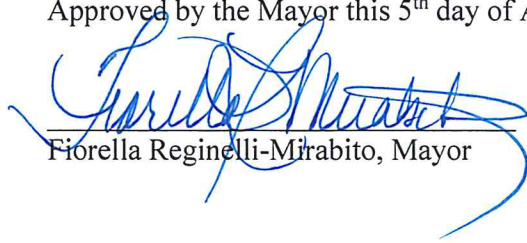
By: \_\_\_\_\_

  
Bradford T. Flynn, Secretary

  
Mark A. Saginario, President

(SEAL)

Approved by the Mayor this 5<sup>th</sup> day of April 2021:



Fiorella Reginelli-Mirabito, Mayor

CERTIFICATE

I, the undersigned, Secretary of the Borough of Bath, Northampton County, Pennsylvania (the "Borough") certify that the foregoing is a true and correct copy of a Resolution of the Borough which was duly enacted by affirmative vote of the majority of the members of Borough Council at a meeting duly held on April 5, 2021, and that said Resolution remains in effect, unaltered and unamended, as of the date of this certificate.

I further certify that Borough Council met the advance notice requirements of Act No. 93 of the General Assembly of the Commonwealth of Pennsylvania, approved October 15, 1998, by advertising the date of said meeting and posting a notice of said meeting on the bulletin board at the Municipal Building, 121 S. Walnut Street, Bath, Pennsylvania, the place of the meeting.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Borough this 5<sup>th</sup> day of April 2021.

  
\_\_\_\_\_  
Bradford T. Flynn, Secretary

(SEAL)

**EXHIBIT 'A'**

**ACKNOWLEDGEMENT AND RELEASE**

The undersigned has freely offered, on a voluntary basis, his/her services to assist in connection with \_\_\_\_\_ activities being conducted by \_\_\_\_\_ Borough of Bath at the Borough's \_\_\_\_\_.

The undersigned specifically acknowledges that he/she is a volunteer and not an employee or subcontractor of the Borough of Bath. The undersigned further acknowledges that certain dangers and risks are inherent in connection with the contemplated volunteer services. The undersigned understands that he/she is not eligible for Workers' Compensation coverage or any other benefit from the Borough. The undersigned does hereby release and forever discharge the Borough of Bath and its councilpersons, officers, agents, appointees, independent contractors, and assignees; including but not limited to borough engineers, solicitors, employees, inspectors, code and zoning enforcement officials from any and all claims, demands or causes of action heretofore or hereafter arising or relating to his/her involvement in connection with or any damage or injury that may occur in connection with the undersigned providing volunteer services in connection with the \_\_\_\_\_ Borough of Bath.

The undersigned does hereby knowingly, voluntarily, and willingly execute this Release as of this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_

IN WITNESS HEREOF:

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Title/Position)

\_\_\_\_\_ (Date)

**EXHIBIT 'B'**

**WAIVER AND INDEMNIFICATION AGREEMENT**

This Vendor's Insurance and Indemnification Agreement (hereinafter referred to as the "Agreement") as of \_\_\_\_\_, 20\_\_\_\_, by and between Borough of Bath, a municipality located in Northampton County, Pennsylvania (hereinafter referred to as "Bath") and {name of Vendor} \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of \_\_\_\_\_ {state}, with offices located at {street address} \_\_\_\_\_, {municipality} \_\_\_\_\_, {post office} \_\_\_\_\_, \_\_\_\_\_ {state} {zip code} \_\_\_\_\_ (hereinafter referred to as "Vendor").

**WHEREAS**, the Bath Farmers Market ("Organization") is conducting a Event (the "Festival" or "Event") to take place on May 18, 2024- September 28, 2024, on a part of NA (including its sidewalks) between (a) Race St and West Main St and (b) or Monacy Creek Park and NA in the Borough of Bath (collectively, the "Festival Location"); and

**WHEREAS**, Vendor desires to participate in the Festival by operating as Vendor at the Festival and Vendor hereby represents and warrants to Bath that Vendor shall operate in compliance with applicable federal, state and local law; and

**WHEREAS**, as a community service, Bath hereby grants Vendor a revocable license ("Revocable License") to use Festival Location during Festival as directed by Chamber subject to (a) Vendor's execution of this Agreement, (b) Vendor complying with the terms of this Agreement, (c) Vendor operating Vendor's business in compliance with applicable federal, state and local law, (d) Vendor participating in the Festival as directed by Chamber and (e) Bath having the right to revoke said license by verbal notice to the Vendor before or during the Festival in the event Bath determines, in its sole discretion, that Vendor is in breach of this Agreement; and

**WHEREAS**, Vendor desires to enter into this Agreement and comply with its terms.

**NOW THEREFORE**, in consideration of the Revocable License granted to Vendor, Vendor's Indemnification granted to Bath, and Vendor's other promises hereunder, intending to be legally bound hereby, Vendor and Bath agree as follows:

a. RECITALS

The Recitals do form a part of this Agreement and are incorporated herein by reference as if fully set forth at length.

b. INDEMNIFICATION

Vendor shall indemnify, defend, save and hold harmless Bath, its elected officials, officers, employees and agents, from any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to or connected with any act or omission of Vendor, its officers, employees or agents, including contractors and subcontractors, arising out of or in any way connected to, but not limited to, Vendor's use of Festival Location and/or Vendor's participation in the Festival. The obligation to indemnify, defend, save and hold Bath, its elected officials, officers, employees and agents, harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, expert fees, court costs and all other costs of such indemnification.

c. GOVERNING LAW

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Northampton, or in the United States District Court for the Eastern District of Pennsylvania.

d. ENTIRE AGREEMENT

This written instrument contains the entire, agreement between the parties, supersedes all prior agreements or proposals and cannot be changed without written amendment approved by both Bath and Vendor.

e. SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

WITNESS, Vendor and Bath have executed this Agreement as of the date and year first above written.

ATTEST

\_\_\_\_\_

\_\_\_\_\_  
VENDOR' NAME

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST  
BOROUGH OF BATH

\_\_\_\_\_

BOROUGH OF BATH  
BOROUGH COUNCIL

By: \_\_\_\_\_

Date: \_\_\_\_\_