

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2016-169

Council Meeting Date: 05-23-2016

Date Adopted: 05-23-2016

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND NEW PROVIDENCE COMMUNITY POOL FOR SUMMER RECREATION PROGRAMS

Councilperson Madden submitted the following resolution, which was duly seconded by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between New Providence Community Pool and the Borough of New Providence, in the form attached hereto, and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 23rd day of May, 2016.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 23rd day of May, 2016.

Wendi B. Barry, Borough Clerk



NEW PROVIDENCE COMMUNITY POOL AND RECREATION, INC.

P.O. Box 744

New Providence, NJ 07974

May 10, 2016

The Honorable Al Morgan, Mayor of New Providence
360 Elkwood Avenue
New Providence, NJ 07974

Dear Mayor Morgan:

We have your recent letter requesting use of the New Providence Community Pool facilities by the New Providence Community Activities Department for swim lessons. This request is acceptable pursuant to the following terms and conditions.

1. Hours and Conditions of Use

- The first lesson group will be conducted from 8:45 AM until 9:50 AM.
- The second lesson group will be conducted from 10:00 AM until 10:50 AM.
- Parents of children taking lessons will not be permitted to enter the pool facility with their children for the first or second group lessons. Between 9:00 AM and 10:50 AM, New Providence Community Activities staff will be responsible for escorting lesson students to and from the pool, as necessary, to maintain safe conditions.
- Following the second lesson group, between 10:50 AM and 11:00 AM, the entire pool grounds will be cleared of all persons associated with the lesson program. The staffs of the New Providence Community Activities Department and New Providence Pool will accomplish this jointly.
- The third lesson group will be conducted from 11:10 AM to 12:00 PM. This third lesson group will be restricted to New Providence Pool members only.
- All persons registered for the New Providence Community Activities Department lessons may be required to wear an identifying badge at all times during their use of the pool facility. This badge will be distinctive from, and in addition to, the pool membership tag, if applicable.

2. Payment

- While payment for use of the Pool, per se, is not required, the New Providence Community Activities Department will be expected to reimburse the New Providence Community Pool for estimated expenses to provide lifeguard coverage and other personnel, as necessary, to ensure safe operation of the pool during those hours that it is used by the New Providence Community Activities Department. Use of the facility will be limited to the "lower" pool and the changing rooms and lavatories.

- Lifeguards guarding the pool during times of use by the New Providence Community Activities Department will be employees of the pool and the pool will, therefore, have full discretion as to how that coverage will be scheduled, as well as selection of the personnel to provide that coverage. This in no way reduces the requirements of the New Providence Community Activities Department to provide adequate and qualified staff to use the pool in a manner which insures safety to all users of the pool, in accordance with all local and state laws, rules and regulations which may apply.
- The New Providence Community Activities Department will pay New Providence Community Pool and Recreation, Inc. at a rate of \$25.00 per hour for the estimated combined cost of operating the facility and lifeguard coverage during lesson times. New Providence Community Pool and Recreation, Inc. will provide an invoice that reflects the cost for the hours actually used.

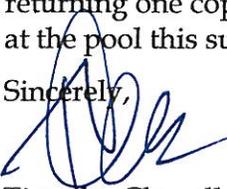
3. Insurance and Indemnification

- New Providence Community Activities Department shall indemnify, defend and hold harmless the New Providence Community Pool and Recreation, Inc., its officers, Board of Trustees, employees and agents from and against any damage or claims, demands, loss, cost, lawsuits, including, but not limited to, attorney's fees, made by or on behalf of any person who shall be present on said premises and resulting from, arising from, or related to use of any portion of the Community Pool facility by the New Providence Community Activities Department.
- New Providence Community Activities Department shall maintain, in effect during its use of the Pool, a Comprehensive Liability Policy with minimum limits of \$3,000,000 per claim and in the aggregate for personal injury and property damage. This policy shall include the New Providence Community Pool and Recreation, Inc. as an additional insured. A copy of this insurance policy or certificate of insurance shall be provided to the New Providence Community Pool prior to the use of the facilities.

Lastly, your letter also mentions Camp Lincoln. We recognize the benefits of Camp Lincoln to the community and are willing to allow access to non-member campers at no charge. In addition, there will be no charge for camp supervisors to use the facility while accompanying the campers.

Please indicate your acceptance of these terms by signing in the space provided below and returning one copy for our records. We look forward to another fun and cooperative program at the pool this summer

Sincerely,



Timothy Clewell
President

Accepted by

Al Morgan, Mayor

EXHIBIT A

New Providence Recreation Commission

Dates and Times of Anticipated Pool Use for 2014 Season

New Providence Recreation Commission Lessons:

Session 1	Week 1	June 27 - July 01
	Week 2	July 05 - July 05 (no lessons July 4)
Session 2	Week 3	July 11 - July 15
	Week 4	July 18 - July 22
Session 3	Week 5	July 25 - July 29
	Week 6	Aug.01 Aug. 05