

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2026-052**

A motion was made by Councilwoman McGrath; seconded by Deputy Mayor McEvoy that the following resolution be adopted:

**AUTHORIZING AN AGREEMENT WITH THE  
COUGAR AQUATIC SWIM TEAM**

**WHEREAS**, the Township of Verona wishes to enter into an agreement with the Cougar Aquatic Swim Team to provide for use of the Verona Community Pool facilities to conduct their summer practices; and

**WHEREAS**, the Cougar Aquatic Swim Team shall have the right to enter upon and use the Pool for practice sessions during the term commencing Monday, June 22, 2026 and ceasing on Thursday, July 30, 2026; and

**WHEREAS**, the Cougar Aquatic Swim Team may use the Pool facility Monday to Friday, 6:00 a.m. until 8:00 a.m.; and

**WHEREAS**, the Cougar Aquatic Swim Team agrees to keep and maintain a daily log of all personnel who appear on the grounds and/or around the Pool areas under the terms of this Agreement; and

**WHEREAS**, the Township of Verona shall be paid directly by the Cougars for the use of the Community Pool facilities and staff in the sum of \$15,500.

**NOW THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that the Township Manager and Municipal Clerk are authorized to execute an agreement with the Cougar Aquatic Swim Team for use of the pool facility, a copy of which is attached hereto and which shall be available for public inspection in the Office of the Municipal Clerk.

**ROLL CALL:**

**AYES:** Holland, McGrath, Roman, McEvoy, Tamburro

**NAYS:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON FEBRUARY 23, 2026.**

  
**JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK**



**TOWNSHIP OF VERONA**

**Contract and Hold Harmless Agreement**

**THIS AGREEMENT, made this 2 day of February 2026 BETWEEN: COUGAR AQUATIC SWIM TEAM** (hereinafter referred to as "Applicant"); **AND THE TOWNSHIP OF VERONA**, a municipal corporation, with offices at 600 Bloomfield Avenue in the Township of Verona, County of Essex and State of New Jersey (hereinafter "Township")

**WITNESSETH:**

**WHEREAS**, the Township operates the Verona Community Pool (hereinafter "Pool");  
and

**WHEREAS**, the Applicant desires to use the Pool for the purpose of conducting swim practice sessions; and

**WHEREAS**, the Township is desirous of granting the Applicant the right to use the Pool on certain dates and at specific times for the purpose of conducting of swim practice sessions.

**NOW, THEREFORE, BE IT RESOLVED**, that the Township and Applicant agree that the Applicant can use the Pool subject to the following conditions:

1. Applicant shall have the right to use the Pool for swim practice sessions commencing Monday, June 22, 2026, or the first Monday following the end for the Verona Public School year and ceasing on Thursday, July 30, 2026 or when the team departs for the championship event whichever occurs first.
2. The Applicant agrees to keep and maintain a daily log of all Personnel who appear on the grounds and/or around the Pool area under the terms of this Agreement.
3. The hours during which Cougar Swim Team may use the Pool facility are as follows:  

Monday to Friday 6:00 a.m. 8:00 a.m.
4. As consideration for use of the Pool on the aforesaid dates and times, the Applicant shall pay the Township the nonrefundable sum of **\$15,500**. The Applicant agrees to make payment in full on or before June 12, 2026. In the event full consideration is not paid by the Applicant by 4:00pm on June 12, 2026, the Township shall have the right to terminate the Agreement.
5. In the event the Applicant is desirous of using the Pool on dates and/or times other than those specifically set forth herein, then written permission must be first obtained from the Township. The Applicant shall submit a request in writing to the Director of Community Services indicating the additional date(s) and hours requested at least five (5) business days prior to the requested date. The Director of Community Services shall respond within forty eight (48) hours. Permission for additional dates shall not be unreasonably denied.
6. The Applicant shall pay \$125 per hour (or any portion of an hour) for any additional Pool utilization permitted by the Township. The minimum charge shall be one (1) hour and all additional rental fees shall be in one (1) hour increments.
7. Applicant shall indemnify, defend and hold harmless the Township and its

contractors, professionals, directors, officers, employees, agents, appointed and elected officials and officers, successors and assigns, (hereinafter "Township of Verona Parties") from and against all claims of any kind, arising from the use of the Pool or being on the Pool property based upon access permitted under this Agreement and shall reimburse the Township of Verona Parties for: (i) any and all losses, costs, liabilities, claims, demands, suits, debts, judgments, penalties, enhanced, punitive and/or trebled damages recoverable under law, expenses of any and every kind and damages of any nature and to whatever extent incurred or suffered by any of the Township of Verona Parties relating to, based upon, resulting from, or arising out of (in whole or in part) from a claim arising from the use of the Pool or being on the Pool property based upon access being permitted under this Agreement. Applicant agrees that the Township of Verona Parties shall select their own defense counsel in any action filed against any of the Township of Verona Parties, at reasonable and customary rates for the region, in any such proceeding and upon demand Applicant shall thereafter be responsible for all costs incurred by the Township of Verona Parties as a result of the attorney's fees incurred. Specifically, any and all direct costs and expenses (including reasonable attorneys' fees) incurred by any of the Township of Verona Parties by reason of Applicant's indemnity obligations set forth above shall be paid by Applicant within ten (10) business days after written demand therefor by the Township of Verona Parties. The Township of Verona Parties shall also be entitled to payment by Applicant of all attorneys' fees incurred in any action to enforce this indemnity clause. Applicant shall defend, indemnify and hold harmless the Township of Verona Parties from and against any and all losses imposed on, incurred by or asserted against the Township of Verona Parties or for which the Township of Verona Parties may be liable or obligated arising from or relating in any way to the claimant's use of the Pool.

8. The Applicant further agrees as follows:
  - a. None of its swimmers, coaches or spectators shall use or permit the use of the Pool's office phone except for emergencies.
  - b. No pets will be allowed in the Pool area.
  - c. All swim team personnel must vacate the pool area promptly at 8:00 a.m., and under no circumstances shall any team members be in the water or on the deck area at or after 8:00 am.
  - d. All refreshments, food, etc. will be available only at the snack bar and as agreed by written contract between the concessionaire and the Applicant.
  - e. Trash will be placed in appropriate receptacles.
  - f. No smoking/vaping is permitted on Pool grounds.
  - g. Any movement of tables, benches, umbrellas, etc. must be replaced to their original position.
  - h. The Applicant shall not use lane lines or any other Verona Swim Team equipment without prior permission of the Verona Swim Team.
  - i. The Applicant assumes all insurance liability and safety responsibilities for

its members, guests, spectators and others while at the Pool.

- j. Applicant agrees to provide and continue to provide security and safety as recommended by the Verona Township Police Department while using and enjoying the premises.
- k. Applicant agrees to indemnify, release and hold harmless the TOWNSHIP OF VERONA from any claim of any kind or manner that results from injury or otherwise incurred at the Township venue. Applicant shall provide proof of general liability insurance to the Township in an amount of at least one million (\$1,000,000.00) dollars per occurrence, two million (\$2,000,000.00) dollars in aggregate, to be written on a primary and non-contributory basis and shall list the Township of Verona as additional insured under said policy.
- l. This Agreement shall not release the Applicant from obtaining any approvals, licenses and/or permits (if any) required by the Township for the project and/or activity.
- m. The Applicant shall reimburse the Township for any damage caused to Township property.

This Agreement binds the Applicant and Applicant's successors and assigns. Anyone who succeeds to the Applicant or in any way directly or indirectly assumes ownership and/or direction of the Applicant's business or operations is also bound. The indemnification and hold harmless provisions contained herein are made for the benefit of the Township of Verona.

**[SIGNATURES NEXT]**

**COUGAR AQUATIC SWIM TEAM**

**TOWNSHIP OF VERONA**

BY: *Ciri K. Harse*  
Applicant – Cougars Aquatic Swim Team

BY: \_\_\_\_\_  
*Kevin O'Sullivan, Township Manager*

DATED: 2/2/2026

DATED: \_\_\_\_\_

Witness:  
*Sarah Harse*

ATTEST:  
\_\_\_\_\_  
*Jennifer Kiernan, Municipal Clerk*  
(Township Seal)

***This agreement is being executed in two (2) original copies***