



NYS POOL MANAGEMENT
LAKE MANAGEMENT PROPOSAL FOR Wee Wah Beach
2022 SEASON

Dear Village of Tuxedo Park Board Members:

NYS POOL MANAGEMENT is pleased to present our proposal for pool management for the 2022 season.

NYS POOL MANAGEMENT is a commercial and residential aquatic management service company specializing in New Jersey and New York. Our unique service model distinguishes us, as we are completely dedicated to customer satisfaction, customer education, and consistently providing platinum service. All of our services, whether it is pertaining to lifeguards, maintenance, or building and construction, are all done by our company.

Our staff of over 250 employees is professional, reliable, well trained and completely focused on safety and customer service. Our team of Certified Operators and lifeguards are qualified to efficiently and effectively run your facility.

As an added layer of customer service, NYS Pool Management assures you that you will have the same lifeguards all season long. You will get to know your lifeguards and they will know your site and your residents.

NYS POOL MANAGEMENT will perform site visits throughout the season which helps us to ensure that the facility is not only in perfect operation, but that the lifeguards are managed.

NYS POOL MANAGEMENT will reliably provide all of your facilities needs. Our team appreciates the opportunity to provide you with this proposal, and we look forward to working for Tuxedo Park.

We encourage you to contact us with any questions at 201-828-2078.

Sincerely,

NYS Pool Management

☀ **PERIODS OF OPERATION**

Seasonal operation of your facility will begin on Saturday Memorial Day weekend May 28th, 2022 weekends only until June 19th, 2022 then full time through September 5th 2022.

☀ **TIMES OF OPERATION**

Lifeguards are on duty from 1:00pm to 8:00pm Monday through Sunday

☀ **STAFFING**

On weekdays, there will be ONE (1) lifeguard on duty per shift Lifeguards will arrive 1/2 hour before the lake opens, to perform daily maintenance responsibilities.

On holidays and weekends there will be (2) lifeguards on duty.

If membership is low Village of Tuxedo may chose to drop the second guard from weekends and Holidays. (must be decided prior to opening day and price of contract will drop down to \$23,500)

Lifeguards will be allowed a mandatory 30-minute break daily, during which time the lake will be closed.

☀ **LIFEGUARD EXPECTATIONS & GUIDELINES**

Lifeguards assigned to the facility will be certified with no less than the minimum required by the State of New York. This includes Lifeguard Lake Certification & Training, First Aid, and CPR from a State Board of Health approved organization. Lifeguards will have their certificates with them at all times, and copies of these will be placed on site in the log book.

All lifeguards will be required to attend training sessions both on and off site. Training sessions will include:

- Lake-side training to become familiar with the facility and its equipment.
- Instruction regarding lifeguard responsibilities and daily maintenance duties.
- Introduction to the facility rules and guest policy.
- Training in customer service skills.
- Review of Site Emergency Action Plan and Blood Borne Pathogen Safety Plan

A qualified instructor will also perform periodic lifeguard drills to assess rescue, first aid, and CPR skills.

A staff member will be made available to answer calls and provide support between the hours of 9:00 a.m. and 8:00 p.m., seven days a week, from Memorial Day Weekend through Labor Day.

Lifeguards will be expected to perform the following tasks everyday while at the facility:

- Take down the flag each evening
- Wipe down the tables and chairs
- Maintain grounds and keep them free from garbage and debris
- Maintain all records in accordance with State Sanitation Codes
- Ensure that all pertinent information (certifications, emergency procedures, etc.) is visible and available for review
- Place out rope divider lines and floating wood swimming platform in lake
- Place all safety equipment out at lifeguard chair (spine board, first aid, rescue tube, etc.)
- Clean and restock bathrooms daily
- Open facility promptly
- Actively supervise patrons and enforce facility rules and regulations
- Perform rescues and provide care as necessary
- Check to see that all residents and guests are wearing badges, or proof of membership upon entrance to lake area and make random checks throughout the day
- Close the facility promptly, return all equipment to proper storage area, and secure all entrances

Please note: Lifeguards will not be permitted to perform any duties that will interfere with their ability to supervise patrons (one or more) in the lake or beach area.



WEATHER RELATED EVENTS

During inclement weather, lifeguards will be put on a delayed opening until the weather clears. In the event that weather related issue persists past 2:00pm the lake will remain closed for the duration of the day. If the weather looks like it will clear by 2:00 pm NYS POOL MANAGEMENT will authorize the “on call” using its professional discretion. While “on call”, the attendant will be required to provide NYS POOL MANAGEMENT with a phone number where they can be reached in the event that the weather clears up. Should the weather clear up by 2:00pm, they will be required to report to the lake and resume normal duties. If weather occurs while lifeguard is already on site The NYS POOL MANAGEMENT staff will determine if the guard is to stay and wait out the weather or if the guard is permitted to close up and leave the site.

In the event that the inclement weather lasts all day, the lifeguard will not be expected to come to work.



ASSESSMENT

NYS POOL MANAGEMENT will conduct a pre-season inspection of your facility. We will submit a complete inspection report including steps to be taken to correct any state and/or municipal infractions. This report will also include a facility inventory report stating the condition and count of inventory. We will conduct periodic inspections during the season to ensure compliance with state codes.

☀ **BOARD OF HEALTH INSPECTION**

NYS POOL MANAGEMENT is responsible for applying for the Certificate to operate and will set up an appointment with the local Board of Health for the required pre-season inspection. A representative from NYS POOL MANAGEMENT will accompany the Board of Health through this inspection and notify the property manager of any findings.

☀ **NYS COVID-19 REGULATION**

NYS POOL MANAGEMENT is responsible for adhering to all states, county, and village, and CDC rules, guidelines, and regulations. NYS POOL MANAGEMENT will work with the village if extra personnel is required such as on-site Covid-19 tracing.

☀ **EMERGENCY RESPONSE PLAN**

As required by the Board of Health, your facility will be provided with a custom written emergency plan. This will prepare your facility for evacuation and/or equipment shutdown and will include plans to follow in the event of water emergencies and thunder/lightning storms. This plan will include emergency contact numbers for all necessary responders, based on the emergency requirement.

☀ **AQUATIC SUPERVISORY MANUAL (On-Site Log Book)**

NYS POOL MANAGEMENT will provide an Aquatic Supervisory Manual that will remain on site. This manual or log-book will include these items required by the Board of Health:

- Lifeguard responsibilities
- Emergency plan
- Emergency telephone numbers
- Facility evacuation plan
- Facility diagram
- Copies of lifeguard certifications
- Daily operating schedule
- Blood Borne Pathogen plan

Additional items provided by NYS POOL MANAGEMENT will include but are not limited to:

- Member Registry forms

- Accident/Incident/Lifesaving Report forms
- Suggestion/Complaint forms
- Safety equipment reports

The Aquatic Supervisory Manual and its contents will remain the property of NYS Pool Management due to mandatory record keeping requirements; however, copies will be made available upon request.

Regular season maintenance will include the following:

- Keeping the facility areas free of debris
- Arranging any furniture
- Keeping areas inside fence free of litter
- Securing the facility when unattended by locking any doors and gates.

Please note: NYS POOL MANAGEMENT does not winterize bathrooms or the fresh water lines (i.e. showers, water fountains, fill spouts, etc.)



YEAR END REPORT

Upon written request, NYS POOL MANAGEMENT will create a year-end report detailing the swimming operation during the season. This report will also include details of attendance and copies of all suggestion/complaint and accident/incident reports received by NYS Pool Management.



ADDITIONAL SERVICES

ADDITIONAL OPERATING DAYS

The ability to have your facility open prior to Memorial Day Weekend and/or remain open after Labor Day Weekend. This includes the NYS POOL MANAGEMENT office staffed in case of emergency, one supervisor on call between 9:00 a.m. and 8:00 p.m., one lifeguard on duty between 10:00 a.m. and 8:00 p.m. For pricing quotes please call 201-828-2078. Requests must be made prior to August 10th.

Please note: If the village decides to cancel the lifeguard services for the weekend, NYS POOL MANAGEMENT must be notified in writing by Friday at noon; the Association will then be billed \$180.00 for the week. If the pool does not open due to inclement weather, but the lifeguard is placed on call, then the Association will still be billed \$375.00.



NYS POOL MANAGEMENT will be responsible for the following:

- Providing sufficient qualified and certified staff as mandated by the State Sanitary Code for Public Recreation Bathing

- Actively supervising, observing, and evaluation all lifeguards throughout the season
- Running periodic lifeguard drills using qualified instructors
- Establishing and providing an Aquatic Supervision Plan
- Establishing and providing a written Blood Borne Illness Plan
- Establishing a written Emergency Plan
- Conducting an inspection of the facility and submitting a complete inspection report including steps to be taken to correct any infractions
- Reviewing all safety and rescue equipment and, if necessary, recommending additional purchases.
- Establishing and providing all necessary forms for record keeping
- Providing the proper and appropriate signs as mandated by the State Sanitary Code for Public Recreational Bathing, to be billed to the Association
- Conducting a season end inventory
- Cleaning area of trash and other debris on a daily basis
- Placing furniture in an orderly fashion at the end of the day
- Lifeguard uniforms and advising them to wear uniforms at all times while on duty
- Providing management with contact numbers for the lake-related problems and emergencies

The Village of Tuxedo Park is fiscally responsible for:

- The cost of repair, replacement, or purchasing of necessary equipment, to include signs, first aid kits, safety equipment, and deck equipment as required by the Board of Health
- Any and all costs incurred as a result of theft or vandalism
- The cost of utilities
- The cost of any fees required by regulatory agencies
- The cost of any identification system
- The cost of any telephone service and itemized bills for the on-site phone
- Winterization of all fresh-water lines and/or bathroom fixtures
- Trash removal from the lake and beach area
- Performing landscaping duties around the area
- Costs due to Occupational Safety and Health Acts that have been passed or will be passed
- The cost of repair or replacement of any and all other equipment and supplies not specifically mentioned to include, but not limited to: lifeguard chair, lounge chairs, tables, umbrellas, lifeguard tubes, etc.
- Maintenance and care of all areas not included in this agreement, including but not limited to the bathroom areas, and areas outside of the pools fenced in perimeter.

The Village of Tuxedo Park is responsible for the cost of the items listed above. As a management company, NYS POOL MANAGEMENT will inform you of any necessary repairs, costs, and suggestions concerning the correction of any facility related problems. NYS POOL MANAGEMENT would give the committee a report of the situation with a cost to repair the issue. Once an approval is received from management, the issue would be repaired and a bill for the repair would be submitted. There may be a deposit required on any job over \$500 required prior to repairs or work commencing. NYS POOL MANAGEMENT will only perform repairs without consent in an emergency situation as long as it is within reason and we are extremely confident in the necessity and justification of our actions. Village of Tuxedo Park would then receive a bill for the work performed and be expected to promptly pay for all services rendered. This agreement is made between NYS Pool Management Inc. and the Village of Tuxedo Park.

- FEE FOR PROPOSED SERVICES: \$30,950

Payable at the following schedule (site is tax exempt):

<i>April 1, 2022.....</i>	<i>\$6,190.00</i>
<i>May 1, 2022.....</i>	<i>\$6,190.00</i>
<i>June 1, 2022.....</i>	<i>\$6,190.00</i>
<i>July 1, 2022.....</i>	<i>\$6,190.00</i>
<i>August 1, 2022</i>	<i>\$6,190.00</i>

If Village decides to remove the second lifeguard on weekends and holidays (must be decided prior to opening date) price of contract will drop down to \$23,500 and each monthly payment will be \$4,700

This contract cannot be amended or changed unless duly noted in writing by all subject parties with a ten day notification period from all parties. It is agreed that any sums of money owed to NYS Pool Management Inc. past fifteen (15) days from the first of the month will result in a 3% late fee per month thereafter. We credit a payment as of the day we receive it. If a payment is received prior to 5:00 pm, it will be posted on that business day.

Should a pandemic or any health crisis or staffing crisis/shortage prevent the facility from opening on time or opening at all to swimmers, the association will be credited for all lifeguard hours at the current hourly lifeguard rate. The remaining portion of the contract will cover all maintenance and operational costs for the season.

1. *By signing below, the board agrees to the terms above:*
2. This Agreement may be terminated by either party upon 30 days written notice. Any and all outstanding invoices must be satisfied within 30 days of receipt.

Additional Terms:

1. Choice of law and consent to exclusive jurisdiction: this contract shall in all respects be construed and interpreted in accordance with and governed by the laws of the state of New York. Jurisdiction over disputes, if any, arising under this agreement shall be exclusively with the state courts of the state of New York.
2. Indemnification: the association agrees to defend, indemnify and hold harmless NYS POOL MANAGEMENT, its principals, shareholders, successors, assigns, affiliates, employees, directors, officers and agents, from and against any and all liens, claims, costs, losses, liabilities, fines, charges, complaints, debts, demands, suits, causes of action, sums of money, fines, penalties, interest, damages and expense, court costs, accounts, reckonings (collectively, the "claims"), and reasonable attorneys' fees and disbursements suffered or incurred by NYS POOL MANAGEMENT, whether in law, equity, or any other proceeding, arising out of, resulting from, or relating to this agreement and/or the performance there under, unless such claims are the direct result of the gross negligence or willful misconduct of NYS POOL MANAGEMENT. If NYS POOL MANAGEMENT, in enforcement of any part of this indemnity contract, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, the association agrees to reimburse the association for such expenses, attorneys' fees, or costs within 10 days after receiving written notice from NYS POOL MANAGEMENT of the incurring of such expenses, costs, or obligations.
3. Attorney's fees and costs and waiver of jury trial: if an action is brought to enforce the terms of this agreement for non-payment or otherwise and NYS POOL MANAGEMENT is the prevailing party, NYS POOL MANAGEMENT shall be entitled to an award of all attorneys' fees and other costs incurred in connection with the prosecution or defense of any such action and/or the enforcement of this agreement. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this agreement.
4. Counterparts: the parties agree that this agreement may be executed in counterparts, each of which is an original. The parties further agree that facsimile signatures to this agreement shall be considered an original signature.
5. Advice of counsel: each party hereto for itself, its successors and assigns warrants and represents that it has had the advice of counsel of its choosing and that it has been informed of and understands the rights and obligations contained within this agreement. In light of the foregoing, this agreement shall not be construed in favor of either party.

For: NYS POOL MANAGEMENT

For: Village of Tuxedo Park

Date

Date