

**RESOLUTION 2026-057**

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CHATHAM, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF AN AGREEMENT TERMINATING THE COLONY POOL CONCESSION AGREEMENT WITH LEGACY HOSPITALITY & ENTERTAINMENT GROUP, LLC**

**WHEREAS**, the Township of Chatham (the “**Township**”) adopted Resolution No. 2025-071 on February 25, 2025 authorizing the Township to publicly seek bids for an operator for the concession stand at Colony Pool located at 55 School Avenue, Chatham, New Jersey 07928 for the 2025 and 2026 pool seasons; and

**WHEREAS**, the Township received one bid on April 8, 2025 from Legacy Hospitality & Entertainment Group, LLC (“**Legacy**”) for the operation of the concession stand in the amount of Six Thousand Dollars (\$6,000) as a one-time fee to be paid to the Township upon execution of the contract; and

**WHEREAS**, on April 22, 2025, in accordance with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., the Township adopted Resolution 2025-105 awarding a contract to legacy for the 2025 and 2026 pool seasons (the “**Contract**”); and

**WHEREAS**, the Township and Legacy mutually desire to terminate the Contract pursuant to and in accordance with that certain Colony Pool Concession Termination Agreement (the “**Termination Agreement**”), pursuant to which the Township has agreed to pay to the Legacy a one-time payment in the total amount of Four Thousand Seven Hundred Ninety-Seven Dollars and 20/100 Cents (\$4,797.20) in consideration of Legacy’s agreement to terminate the Contract prior to the expiration of the term of the Contract and a mutual release of all claims now or hereafter existing between the Township and Legacy; and

**WHEREAS**, the Township desires to adopt this resolution approving the Termination Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Chatham that authorization is given as follows:

1. The recitals set forth above are incorporated by reference as if set forth at length herein.
2. The Mayor is hereby authorized and directed to execute the Termination Agreement, in substantially the form attached hereto as Exhibit A, together with such additions, deletions and modifications as deemed necessary by the Mayor upon consultation with the Township Administrator and Township Attorney. The Clerk is hereby authorized and directed to attest to the signature of the Mayor on the Termination Agreement and to deliver same to Legacy.

3. The Mayor, Chief Financial Officer and Clerk are hereby authorized and directed to take any and all action and execute and deliver any and all documents, certificates, agreements or instruments necessary to effectuate the transactions contemplated by this Resolution and the Termination Agreement.
4. This Resolution shall take effect immediately.

Adopted: January 27, 2026

TOWNSHIP OF CHATHAM IN  
THE COUNTY OF MORRIS

Attest:

  
\_\_\_\_\_  
Gregory J. LaConte, Clerk

By   
\_\_\_\_\_  
Jennifer Rowland, Mayor

**Exhibit A**  
**Termination Agreement**

## COLONY POOL CONCESSION SEPARATION AGREEMENT

This Colony Pool Concession Separation Agreement dated [DATE] (the "**Separation Agreement**"), between the Township of Chatham, located at 58 Meyersville Road, Chatham, New Jersey 07928 (the "**Township**"), and Legacy Hospitality & Entertainment Group, LLC, having a principal place of business located at 155 Willowbrook Boulevard, #110, Wayne, New Jersey 07470 (the "**Contractor**", and together with the Township, the "**Parties**", and each, a "**Party**").

**WHEREAS**, the Parties entered into that certain Colony Pool Concession Agreement (the "**Agreement**"), for the operation of the concession stand at Colony Pool located at 55 School Avenue, Chatham, New Jersey 07928 for the 2025 and 2026 pool seasons; and

**WHEREAS**, the Parties hereto desire to terminate the Agreement on the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Separation Agreement have the respective meanings assigned to them in the Agreement.

2. Termination of the Agreement. Subject to the terms and conditions of this Separation Agreement, the Agreement is hereby terminated as of the date first written above (the "**Termination Date**"). From and after the Termination Date, the Agreement will be of no further force or effect, and the rights and obligations of each of the Parties thereunder shall terminate.

3. Termination Payment. As material consideration for the covenants, agreements, and undertakings of the Parties under this Separation Agreement, within ten (10) business days following the full execution of this Separation Agreement, the Township shall pay Contractor an amount equal to Four Thousand Seven Hundred Ninety-Seven Dollars and 20/100 Cents (\$4,797.20) (the "**Termination Payment**"). For avoidance of any doubt, the Termination Payment has been calculated as follows: (i) a payment in the amount of \$4,500 from the Township to Contractor in consideration of the early termination of the Agreement; plus (ii) the total amount of that certain Invoice No.: 23-019, dated August 13, 2025, in the amount of \$775.00, less one-half of the Township's obligation to pay the outstanding invoice for certain repairs at the Concession Stand in the amount of \$955.61<sup>1</sup>.

4. Mutual Release. In consideration of the covenants, agreements, and undertakings of the Parties under this Separation Agreement, each Party, on behalf of itself and its respective present and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, successors, and assigns (collectively, "**Releasors**") hereby releases, waives, and forever discharges the other Party and its respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns (collectively, "**Releasees**") of and

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<sup>1</sup> The Termination Payment calculation is as follows:  $(\$4,500 + (\$775.00 - (0.5 * 955.61)))$ .

from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity (collectively, "**Claims**"), which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Separation Agreement arising out of or relating to the Agreement, except for any Claims relating to rights and obligations created by or otherwise arising out of this Separation Agreement.

5. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Separation Agreement and to perform its obligations hereunder.

(b) The execution of this Separation Agreement by the individual whose signature is set forth at the end of this Separation Agreement on behalf of such Party, and the delivery of this Separation Agreement by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Separation Agreement has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(d) It (i) knows of no Claims against the other Party relating to or arising out of the Agreement that are not covered by the release contained in Section 4 and (ii) has neither assigned nor transferred any of the Claims released herein to any person or entity and no person or entity has subrogated to or has any interest or rights in any Claims.

(e) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5 OF THE AGREEMENT AND IN THIS SECTION 5 OF THIS SEPARATION AGREEMENT, (A) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT, IN ENTERING INTO THIS SEPARATION AGREEMENT, IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5.

6. Indemnification. Contractor (as "**Indemnifying Party**") shall defend, indemnify and hold harmless the Township, and its officers, directors, employees, agents, affiliates, permitted successors and permitted assigns (collectively, "**Indemnified Party**"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and costs of enforcing any right to indemnification under this Separation Agreement, and the cost of pursuing any insurance providers, incurred by an Indemnified Party (collectively, "**Losses**"), arising out or resulting from any claim of a third party alleging: (i) breach by Indemnifying Party or its employees, consultants or other personnel of any representation, warranty, covenant, or other obligations set forth in this Separation Agreement; or (ii) negligence or more culpable act or omission of an Indemnifying Party or its employees, consultants, or other personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Separation Agreement.

7. Miscellaneous.

(a) All notices, requests, consents, claims, demands, waivers, summons, and other legal process, and other similar types of communications hereunder (each, a "**Notice**") must be in writing and addressed to the relevant Party at the address set forth on the first page of this Separation Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section 7(a). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid).

(b) This Separation Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New Jersey.

(c) This Separation Agreement and each of the terms and provisions hereof may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

(d) In the event any clause or provision of this Separation Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Separation Agreement unless the result would be manifestly inequitable or unconscionable.

(e) This Separation Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(f) This Separation Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Colony Pool Concession Separation Agreement as of the date first written above.

**TOWNSHIP OF CHATHAM:**

By *Jennifer Rowland*

Name: Jennifer Rowland

Title: Mayor

**LEGACY HOSPITALITY &  
ENTERTAINMENT GROUP, LLC:**

By *Itai Shoffman*

Name: Itai Shoffman

Title: Manager