

RESOLUTION 2026-059

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CHATHAM, COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF A SERVICES AGREEMENT WITH MADISON AREA YMCA FOR THE COLONY POOL FACILITIES

WHEREAS, the Township of Chatham operates, manages and maintains the Colony Pool located at 55 School Avenue, Chatham Township (the "Pool") for the purpose of providing outdoor recreational services and programming to the Pool members (collectively referred to as the "Services"); and

WHEREAS, Madison Area YMCA, a New Jersey non-profit corporation, whose principal address is 111 Kings Road, Madison, New Jersey 07940 ("YMCA"), has agreed to provide the Services for the members at the Pool; and

WHEREAS, in furtherance of the foregoing, the Township desires to authorize the execution of a YMCA Services Agreement Colony Pool Facilities (the "Agreement", which is attached hereto as Exhibit A), which sets forth the terms and conditions for the provision of the Services from the YMCA at the Pool.

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 Agreement. The Clerk is hereby authorized and directed to attest to the signature of the Mayor on the Agreement and to deliver same to the YMCA.
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 Agreement.
4. This Resolution shall take effect immediately.

Adopted: January 27, 2026

Attest:

TOWNSHIP OF CHATHAM IN  
THE COUNTY OF MORRIS

  
Gregory J. LaConte, Clerk

By   
Jen Rowland, Mayor

**Exhibit A  
Agreement**

**YMCA SERVICES AGREEMENT  
COLONY POOL FACILITIES**

This YMCA Services Agreement (the “**Agreement**”) is entered into on this \_\_\_\_\_ day of February, 2026, by and between the Township of Chatham, a municipal corporation of the State of New Jersey, whose address is 58 Meyersville Road, Chatham, New Jersey 07928 (the “**Township**”) and Madison Area YMCA, a New Jersey non-profit corporation, whose principal address is 111 Kings Road, Madison, New Jersey 07940 (the “**YMCA**”). The Township and YMCA are each a “**Party**” and collectively, the “**Parties.**”

**WHEREAS**, the Township is the owner of the Colony Pool Club and all facilities located at 55 School Avenue, Chatham Township (collectively, the “**Pool**”); and

**WHEREAS**, the Township desires to engage the YMCA as a service provider to operate, manage and maintain the Pool for the purpose of providing outdoor recreational services and programming to the Pool Members in accordance with and pursuant to the terms and conditions set forth herein; and

**WHEREAS**, the YMCA agrees to perform such services under the terms set forth below; and

**WHEREAS**, the Township and YMCA desire to enter into this Agreement to set forth the terms and conditions upon which the YMCA shall provide services in connection with the Pool as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the Parties hereto agree as follows:

1. Term. The initial term of this Agreement (the “**Term**”) shall commence on February 1, 2026 and continue through January 31, 2027. The Parties shall have the option to renew the Term of this Agreement for up to three (3) additional one-year periods by mutual written consent.

2. Scope of Services. During the Term of this Agreement, the YMCA shall:

a. Operate the Pool during the Public Swim Season. For purposes of this Agreement, the “**Public Swim Season**” shall commence on the Saturday of Memorial Day weekend each year and end on Labor Day each year, unless adjusted by mutual agreement of the Parties.

b. Manage the day-to-day facilities and operations of the Pool, including, but not limited to, any and all routine maintenance and cleaning of the Pool (but subject to the Township’s obligations set forth in Section 4), collection of trash into the dumpsters on site, and any and all ancillary services and provision of goods and supplies in connection therewith.

c. Immediately notify the Township Administrator in writing of any portion of the Pool in need of maintenance or repair. Immediately discontinue the use of the portion of the Pool in need of maintenance or repair until repair or replacement is accomplished by the Township.

d. Hire, train and supervise all seasonal and part-time Pool staff, including, but not limited to, lifeguards, swim instructors, swim team coaches, and administrative staff. The YMCA agrees to consider re-hiring individuals who worked at the Pool during the 2025 Public Swim Season and submit an application to be hired for the 2026 Public Swim Season. The YMCA shall have full discretion over the hiring, training, and retaining of personnel for the operation of the Pool, provided that the YMCA performs background checks on its personnel who will be providing services at the Pool, and complies with all applicable laws, directives, and guidance. All Pool staff shall be YMCA employees and shall be compensated by the YMCA.

e. Manage swim lesson programs, swim team, aquatic fitness, optional recreational programs (e.g., youth camp access, clinics, special events), and open swim schedules, and any additional administrative tasks in connection therewith. All swim programs shall initially be available only to Pool Members; provided, however, that the YMCA may offer swim programs to individuals who are not Pool Members, provided that (i) space remains available within a reasonable registration window as determined by the YMCA, (ii) such individuals pay an established non-member program rate, and (iii) participation by non-Members does not interfere with or detract from the experience of Pool Members.

f. Oversee membership registration, collect Pool Member fees, and track daily attendance at the Pool. Provide the Township with a report at the end of each Public Swim Season, which shall include, but not be limited to, membership registration information including member contact information, fees collected, and daily attendance data.

g. In accordance with Section 5c herein, share with the Township for its review and approval, all proposed Membership and Program fees prior to each Public Swim Season, and prior to implementation (if during the season) to ensure that all pricing decisions reflect a shared commitment to accessibility and community standards. The Township agrees that in addition to full Public Swim Season Memberships, the YMCA may offer paid day passes for non-Members to access and use the Pool, based on daily capacity, provided that day passes would not be permitted if issuance of such passes on a given day would limit access for Members or otherwise compromise the safety of Pool guests.

h. Ensure the Pool's compliance with all applicable health and safety regulations, including, without limitation, New Jersey Department of Health standards for the operation of a public pool and public bathing.

i. Collaborate with the Township to publish updates regarding the schedule for Pool operations and programs.

j. Prior to the beginning of the Public Swim Season in 2026, the YMCA shall prepare rules and regulations governing the use of the Pool, which shall comply with Township Code Section 20-3, Parks and Recreational Areas, and shall include, among other things, general

rules of conduct, Pool membership requirements, guest policies, and closure policies. These rules and regulations shall be subject to advance approval from the Township, which approval shall not be unreasonably withheld. Following Township approval, the rules and regulations shall be posted prominently at the Pool and shall be enforced during each Public Swim Season during the Term of this Agreement.

k. The services described in this Section 2 shall be herein referred to as the "Pool Services". The Parties agree that the Pool Services shall not include any items that are the Township's responsibility pursuant to Section 4 herein, including, without limitation, any capital improvements, repairs or replacements. In addition, the YMCA shall not be responsible for and the Pool Services shall not include, the operation of the concession stand.

3. Camp Access; Other Activities.

a. In addition to the Pool Services described in Section 2 above, the YMCA shall be permitted to host YMCA day camps at the Pool and to enter into contracts or agreements with local privately-run camps or organizations, in each case subject to prior written consent by the Township Administrator, which consent shall not be unreasonably withheld. Such camps shall be subject to a cap of no more than eighty (80) campers per day, inclusive of camp staff, to ensure safety, appropriate supervision, and avoidance of overcrowding.

b. The Parties acknowledge that Work Family Connection has previously operated a day camp at the Pool. Accordingly, the YMCA shall enter into good faith negotiations with Work Family Connection to permit its use of the Pool for the 2026 Public Pool Season on mutually agreeable terms, including camp hours of operation. Thereafter, the YMCA shall have the discretion as to whether to recontract with Work Family Connection for future Public Pool Seasons, including whether to place any restrictions on any camp programming offered by Work Family Connection.

c. The YMCA shall ensure that any access to the Pool that the YMCA grants to third parties pursuant to this Section 3 shall not substantially interfere with the Pool Members' ability to use the Pool.

d. During the Public Swim Season, the YMCA may have access to and use of the tennis courts, pickleball courts, basketball court and parking lot located at 55 School Avenue, but the YMCA does not have sole, exclusive access and use of the tennis courts, pickleball courts, basketball court and parking lot located at 55 School Avenue as they may also be used and enjoyed by Township residents. The YMCA may reserve courts in advance through the Township Administrator's Office, otherwise use of the courts is on a first come, first served basis. In all events, one tennis court, one pickleball court, and one basketball court must remain available for use by residents.

4. Township Responsibilities. During the Term of this Agreement, the Township shall, at its sole cost and expense:

a. Remain solely responsible for any and all capital planning, infrastructure repairs, structural maintenance and all replacement costs required for the Pool, including, but not limited to, structural improvements, plumbing, electrical, pool resurfacing, chemical control systems, new pumps and filters, equipment replacement, and compliance with the Americans with Disabilities Act.

b. Provide and maintain any and all utilities required to operate and maintain the Pool, including, but not limited to, water and electricity.

c. Subject to the YMCA's obligation to empty trash from the Pool grounds into the dumpster, collect and remove trash from the Pool property.

d. Provide all grounds maintenance, including but not limited to snow removal and landscaping services.

e. Identify and provide to the YMCA all service contracts impacting the Pool's operations or the scope of the Pool Services, and any modifications or amendments thereto during the Term.

5. Fees.

a. Subject to subsection (b) below, the Parties acknowledge and agree that the YMCA shall not be paid by the Township for any Pool Services provided to the Township under this Agreement nor shall any fee be paid by the YMCA to the Township related to provision of the Pool Services, nor for access to and use of the Pool in connection with the programs described in Section 3 herein.

b. The YMCA shall collect and retain, for its own account, all fees from pool membership, admittance, programs, events and any other revenue associated collected by the YMCA pursuant to Sections 2 and 3 herein, *provided, however*, that all such fees collected by the YMCA under this Agreement shall be utilized to pay any and all costs incurred by the YMCA in the performance of its Pool Services under this Agreement. In the event that the total amount of fees collected, less all of the costs and expenses incurred by the YMCA in the performance of its Pool Services, results in an operating surplus for the YMCA, the YMCA shall provide the Township with notice of such amount of surplus within thirty (30) business days after the end of the YMCA fiscal year. In the event the YMCA realized an operating surplus, the YMCA shall issue payment to the Township in the amount of twenty-five percent (25%) of the surplus (the "**Operating Surplus Payment**"). Said Operating Surplus Payment shall be issued to the Township within ninety (90) days after the end of the YMCA fiscal year.

c. By earlier of December 1<sup>st</sup> or ninety (90) days prior to opening of membership registration each year during the Term of this Agreement, the YMCA shall submit to the Township Administrator its proposed fee schedule for the upcoming Public Pool Season. The Township Administrator shall review the proposed fee schedule and provide any comments and feedback within thirty (30) days of receipt; provided, however, the Township Administrator shall

not unreasonably withhold its approval if the proposed fee schedule is within five (5%) percent of the fees for the prior Public Pool Season. The YMCA shall not set the fee schedule until the same is approved by the Township Administrator.

6. Expenses. The YMCA shall be responsible for all expenses associated with the Pool Services provided during the Term of this Agreement.

7. Routine Maintenance of Pool.

a. The YMCA shall, at its own expense, but subject to the Township's obligations in Section 4, maintain the Pool in a clean and safe condition, free from debris, trash and refuse.

b. The YMCA shall be responsible for maintaining (but not replacing) all Township-owned equipment at the Pool that it utilizes in the performance of the Pool Services. The Township, at its cost and expense, shall repair or replace any Township-owned equipment that is destroyed or damaged beyond normal wear and tear during the YMCA's performance of the Pool Services, but, if such repair or replacement was necessary due to the negligence or intentional misconduct of the YMCA or its patrons, then the cost of such repair or replacement shall be the responsibility of the YMCA. The Township represents and warrants that the pool pumps, filters, plumbing, valves and related equipment are, to the best of the Township's knowledge, in good working order and that the Pool in its current state is free of any hazardous or unsafe conditions.

c. The YMCA shall provide notice to the Township before performing any repairs (including emergency repairs but only to the extent that such notice is reasonable under the emergent circumstances) of the Pool, and before repairing or replacing any Township-owned equipment, to the extent performing such work is the YMCA's obligation under this Agreement.

d. In the event the Township contracts with a vendor to operate the concession stand, the YMCA shall not be responsible for cleaning or maintaining the concession stand, including any associated appliances or equipment.

8. Township Access. During the Term of this Agreement, the Township shall have full and uninterrupted access to the Pool for the purpose of inspecting same or conducting other official Township business, including, but not limited to, ensuring compliance with this Agreement and the safe and proper operation of the Pool. Except for the performance of emergency repairs and replacements, the Township's access shall not interfere with the YMCA's performance of the Pool Services.

9. Indemnification.

a. Except as may otherwise be set forth in this Agreement, the YMCA shall indemnify, defend and hold harmless the Township and its officers, elected officials, employees, agents, volunteers, successors and assigns (collectively, the "**Township Indemnitees**") from and against any and all losses, claims, suits, actions, damages, expenses (including, but not limited to attorney fees and litigation costs) and liabilities, including, but not limited to, those in connection

with loss of life, bodily and personal injury, or damage to property (real or personal and regardless of ownership), which occur or arise, in whole or in part, as a result of or in connection with:

- i. Any negligent or unlawful act or omission, or willful misconduct of the YMCA, or anyone for whom the YMCA is legally responsible, including its officers, employees, agents, contractors, servants, guests or invitees (collectively, the “**YMCA Parties**”);
- ii. Any violation of applicable local, state, or federal law by YMCA Parties committed by YMCA Parties in or about the Pool, or in connection with this Agreement;
- iii. Any accident, injury or damage to any person or property occurring in, on, or about the Pool which arises out of any negligent or unlawful act or omission of the YMCA Parties;
- iv. Any failure on the part of the YMCA to keep, observe and perform any of the responsibilities, terms, covenants, agreements, provisions, conditions or limitations contained in this Agreement; or
- v. The exercise of any right and/or performance of any obligation by the YMCA Parties in a negligent or unlawful manner pursuant to this Agreement.

b. If any action or proceeding is brought against the Township Indemnitees relating to any matter for which YMCA has indemnified the Township Indemnitees under this Agreement, then, upon written notice from the Township Indemnitees, or any of them, individually, the YMCA shall, at its sole cost and expense, defend such action or proceeding by counsel reasonably approved by the Township Attorney in writing, at reasonable rates commensurate with the claims involved, provided that no approval of counsel shall be required in each and every instance where the claim is resisted or defended by counsel of an insurance carrier obligated to so resist or defend such claim; and provided also that the Township may engage at its expense its own counsel to participate in the defense of any such claim.

c. YMCA shall not be obligated to indemnify the Township Indemnitees from any losses, claims, suits, actions, damages, expenses, or liabilities, to the extent caused by either the negligence or willful misconduct of the Township Indemnitees, by the Township’s violation of its obligations under this Agreement.

d. Except as may otherwise be set forth in this Agreement, and subject to compliance with Section 2c herein by the YMCA, the Township shall indemnify, defend and hold harmless the YMCA and its officers, trustees, employees, agents, volunteers, successors and assigns (collectively, the “**YMCA Indemnitees**”) from and against any and all losses, claims, suits, actions, damages, expenses (including, but not limited to attorney fees and litigation costs) and liabilities, including, but not limited to, those in connection with loss of life, bodily and personal injury, or damage to property (real or personal and regardless of ownership), which occur or arise,

in whole or in part, as a result of or in connection with: (1) any breach by the Township of the representation and warranty contained in the last sentence of Section 7(B) of this Agreement; (2) the items for which the Township has assumed responsibility as provided in Section 4 or otherwise of this Agreement; (3) the staffing, operation, and/or maintenance of the concession stand; and (4) the negligence, unlawful conduct or willful misconduct of the Township Indemnitees, or by the Township's violation of its obligations under this Agreement.

e. The Township shall not be obligated to indemnify the YMCA from any losses, claims, suits, actions, damages, expenses or liabilities, to the extent caused by either the negligence or willful misconduct of the YMCA Parties, by the YMCA's violation of its obligations under this Agreement, or for any of the items referenced in Paragraph (A) of this Section.

10. Insurance.

a. The YMCA shall carry and maintain at all times while this Agreement is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the Township, with limits not less than those shown below which coverage shall not be limited in any way so as to exclude all or any portion of the proposed use by the YMCA of the Pool as set forth in this agreement. A Certificate of Insurance shall be filed with the Township at least three (3) days prior to commencement of the Term of this Agreement.

- i. *Commercial General Liability (CGL)*: Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury and property damage with limits no less than \$1,000,000 per occurrence/\$5,000,000 aggregate. There will be no exclusion for Assault and Battery, Contagious Disease, and Cross-Liability. Coverage shall include sexual abuse and molestation coverage. If the general liability policy cannot provide the sexual abuse and molestation coverage, then a separate policy with the same limits shall be provided.
- ii. *Automobile Liability*: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- iii. *Workers Compensation*: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
- iv. *Professional Liability*: Professional Liability policy with coverage in the amount of \$1,000,000, which may be either on an "occurrence or claims made" basis.

- v. *Umbrella Liability Policy*: providing excess General Liability, Professional Liability and Automobile Liability, Workers Compensation Employers Liability, Sexual Abuse & Molestation in the amount of \$5,000,000.
- vi. *Pollution Liability Policy*: For Bodily Injury and Property Damage arising from non-owned operations and locations for \$1,000,000 each claim/\$3,000,000 aggregate.

b. YMCA, at YMCA's sole expense, during the Term, shall obtain and keep in force any other form or forms of insurance as deemed necessary by YMCA's insurance professionals.

c. All insurance policies required under this Agreement shall name the Township of Chatham as an additional insured.

d. The Certificate of Insurance should indicate that all insurance coverages will be provided on a primary and non-contributory basis to the Township of Chatham and its officers, employees, agents and servants.

e. Each insurance policy required above shall provide that coverage shall not be cancelled, except with thirty (30) days' notice to the Township.

f. The Township reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. The YMCA shall provide the Township with an ACORD form of Insurance certificate documenting all such requirements above. ***The language below MUST be included on the Acord Insurance Form in the Description Box while the contract is in effect:***

The Township of Chatham and its officers, elected officials, employees, agents, successors and assigns and are included as Additional Insured under the general liability, automobile liability, and, if separate, abuse and molestation policy. The General Liability Insurance coverage is provided on a primary and non-contributory basis to the Township of Chatham. Where applicable, a waiver of subrogation in favor of the Township of Chatham and its officers, employees, agents, and servants is to be included in those policies of insurance where permitted by law.

11. Default.

a. The YMCA shall be in default ("**Default**") under this Agreement if the YMCA fails to perform any of the services, covenants, or obligations required under this

Agreement within fifteen (15) days after having received written notice from the Township identifying said failure. In the event of the YMCA's failure to provide an adequate remedy within such fifteen (15) day period, resulting in a Default by the YMCA, the Township shall have the right, unless otherwise provided in this Agreement, to (i) terminate the Agreement upon fourteen (14) days' prior written notice to the YMCA, provided that the YMCA does not cure such Default within said period; (ii) seek remedy in law or equity in a court of competent jurisdiction; and (iii) undertake any combination of the above.

b. The Township's failure to perform any covenant, obligation or responsibility contained herein, after the YMCA has provided the Township with fifteen (15) days following receipt of written notice specifying such failure, shall constitute a Default by the Township. Upon such Township Default, in addition to any other remedies in law or at equity, the YMCA shall be entitled to immediately terminate this Agreement.

12. Termination.

a. This Agreement shall terminate following the Term specified above, unless terminated earlier by either Party pursuant to Section 11 or unless extended by consent of both Parties pursuant to Section 1.

b. Upon termination, YMCA shall be required to:

- i. Ensure that the Pool is in good condition and repair, normal wear and tear excepted. If any repairs are necessary, the YMCA agrees to either perform such repairs or reimburse the Township for any repair costs incurred. This section shall not be construed to require any repairs by the YMCA unless such repairs are necessary due to the negligence or willful misconduct of the YMCA or its patrons, or due to the failure of the YMCA to comply with the terms and conditions of this Agreement.
- ii. Remove all of its vehicles, equipment, and personal property from the Pool. If the YMCA does not timely remove all of its vehicles and personal property from the Pool, the Township shall be authorized to perform or effect such removal, and the YMCA agrees to reimburse the Township for any removal costs incurred by the Township.

13. Assignment and Delegation. The YMCA shall not assign or delegate its performance obligations or any portion thereof under this Agreement.

14. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto.

15. Independent Contractor. The YMCA is an independent contractor and the Township shall have no other relationship relating to or arising out of this Agreement.

16. Severability. In the event that any clause or provision of this 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 Agreement unless the result would be manifestly inequitable or unconscionable.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The YMCA hereby consents to the jurisdiction of the courts or administrative tribunals of the State of New Jersey or the United States District Court, District of New Jersey, as sole venue for any cause of action brought under or arising from the Agreement.

18. Entire Agreement. This Agreement constitutes and expresses the complete agreement and understanding of the Parties hereto with reference to the subject matter hereof; all prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged. Any modifications or amendments to the Agreement shall be in writing and signed by both Parties.

19. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered by hand, or upon receipt, if mailed by certified mail, return receipt requested, addressed to the Parties at the addresses set forth below:

If to the Township:                   Ziad Shehady  
Township Administrator  
Township of Chatham  
58 Meyersville Road  
Chatham, New Jersey 07928

w/ a copy to:                           Tiena Cofoni, Esq.  
Township Attorney  
75 Livingston Avenue, Second Floor  
Roseland, New Jersey 07068

If to the YMCA:                        Diane Mann, President & Chief Executive Officer  
Madison Area YMCA  
111 Kings Road  
Madison, New Jersey 07940

w/ a copy to:                            Luke Pontier, Esq.  
Day Pitney LLP  
8 Sylvan Way  
Parsippany, New Jersey 07054

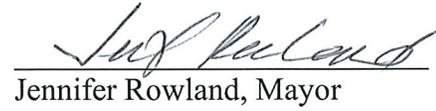
*[Signature Page Only to Follow]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

WITNESS:

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

TOWNSHIP:

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

WITNESS:

  
\_\_\_\_\_  
Witness Name

YMCA:

Madison Area YMCA

By:   
\_\_\_\_\_  
Name: Diane Mann  
Title: President & Chief Executive Officer