

Board of Selectmen's Special Meeting
January 9, 2026
Notice & Agenda

REVISED
CHANGE OF ROOM

Notice is hereby given that the Westport Board of Selectmen will hold a special public meeting on Friday, January 9, 2026 at 10:00 AM in Room ~~309~~ 201/201A of the Westport Town Hall, 110 Myrtle Avenue, Westport, Connecticut. The meeting may be livestreamed on www.westportct.gov and/or broadcast on Westport's Optimum Government Access Channel 79, *subject to availability*. Comments from the public regarding agenda items may be sent for distribution to the Board prior to the meeting to selectman@westportct.gov. Agenda to include the following item:

1. To take such action as the meeting may determine, to approve the Settlement Agreement between the Town of Westport and Hook'd on the Sound LLC, which Agreement provides for an early termination to a Food and Beverage Concession lease dated August 27, 2020 for Compo Beach Pavilion, Halfway House, and the Longshore Pavilion Space.

Kevin Christie, First Selectman
January 8, 2026

RECEIVED FOR RECORD
WESTPORT TOWN CLERK
2026 JAN - 8 P 3:16

It is the policy of the Town of Westport that all Town-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in a meeting or event due to a disability as defined under the Americans with Disabilities Act, please contact Westport's ADA Coordinator at 203-341-1043 or elavigne@westportct.gov ASAP prior to the scheduled special meeting or event to request a modification.

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is dated as of December 11, 2025 (the “Effective Date”) by and between the TOWN OF WESTPORT (the “Town”) and HOOK'D ON THE SOUND LLC (“Hook'd”). The Town and Hook'd are each sometimes referred to in this Agreement as a “Party” and, collectively, as the “Parties”.

RECITALS

- A. The Town and Hook'd are parties to a Food and Beverage Concession and Lease dated August 7, 2020 (the “Concession and Lease”) and a Rider to Food and Beverage Concession and Lease dated August 27, 2020 (the “Rider”) and collectively with the Concession and Lease, the “Lease”) pursuant to which Hook'd leases from the Town certain Premises, as defined in the Lease, including the Compo Beach Pavilion Space, the Halfway House and the Longshore Pavilion Space. For purposes of this Agreement, the Premises are sometimes also referred to as the “Facilities”.
- B. The Lease provides for an Initial Term ending on November 15, 2025 and two 5-year extension options which allow for extension to November 15, 2030 and November 15, 2035, respectively (the “Extension Periods”).
- C. Hook'd delivered notice of exercise of the extension options but the Town and Hook'd have been unable to agree upon terms and conditions applicable to the Extension Periods.
- D. Negotiations over the terms and conditions applicable to the Extension Periods having reached an impasse, the Town and Hook'd now desire to provide for the early termination of the Lease in conjunction with a forthcoming solicitation of proposals by the Town for a new food service operator at the Facilities (“FSO”).

NOW THEREFORE, the Parties agree as follows.

1. **Turnover Date.** The Term will expire on February 16, 2026 (the “Turnover Date”). Notwithstanding, if the appropriation and approval contingencies described in Section 9 of this Agreement are not satisfied by January 15, 2026, then the Town shall have the right to extend the Turnover Date by twelve (12) days (i.e., to February 28, 2026) by delivering written notice to Hook'd. Notwithstanding, the Parties understand and agree that Hook'd will not conduct activities at the Longshore Pavilion with respect to the Skating Season beginning November 16, 2025.

2. **Financial Arrangements.** Subject to satisfaction of the appropriation and approval contingencies described in Section 9 of this Agreement, the Town will make the following credits and payments.

a. The Town is holding two (2) \$40,000.00 checks drawn by Hook'd and payable to the Town (the "Escrowed Rent Checks"). The Escrowed Rent Checks represent Hook'd's Base Rent payment due on July 15, 2025 and September 1, 2025, respectively. Hook'd is fully obligated to pay the Base Rent payments due on July 15, 2025 and September 1, 2025, respectively.. The Town will attempt to deposit the Escrowed Rent Checks in the Town's bank account and, upon deposit and clearance of the Escrowed Rent Checks, Hook'd's Base Rent payment obligation for the payments due on July 15, 2025 and September 1, 2025, respectively, will be deemed satisfied. .

b. Within three (3) business days after the Contingency Satisfaction Date (defined in Section 9, below), the Town will deliver to Hook'd a check in the amount of \$137,500.00. If, as of the Turnover Date, Hook'd has fully complied with each and every obligation under this Agreement, including, without limitation Section 3, below, and there is no uncured Event of Default by Hook'd under Section 7 of the Lease, then the Town will deliver to Hook'd two checks payable to Hook'd as follows: (i) one check in the amount of \$137,500.00; and (ii) one check in the amount of \$8,333.33 to be classified as a refund of the Security Deposit held by the Town. For purposes of this Agreement, the sum of the two \$137,500.00 checks (i. e., \$275,000.00) shall be referred to as the "Early Termination Fee". Notwithstanding, if the either or both of the Escrowed Rent Checks is rejected for deposit by the Town's bank or rejected or not cleared by Hook'd's bank, then the Town may deduct the amount of the rejected or uncleared check or checks (i. e., up to \$80,000.00) from the Early Termination Fee.

3. **Hook'd Obligations On Or Before The Turnover Date.** On or before the Turnover Date, Hook'd will: (a) vacate the Premises; (b) leave the Premises in broom clean condition and free of all trash, debris and unused supplies, food and inventory; (c) leave within the Premises all Town-owned fixtures and equipment listed in Exhibit D, Exhibit E and Exhibit F of the Lease; (d) leave within the Premises all of the trade fixtures and equipment installed by Hook'd pursuant to Section 12(b) of the Lease; (e) leave within the Premises all of the property of Hook'd listed on Schedule A; (f) repair all damage caused to the Premises by employees, agents and contractors of Hook'd in connection with the removal of property from the Premises; (g) deliver to the Town all keys and pass codes to the Premises; and (h) deliver to the Town payment of the amount determined by the Town's Tax Assessor to be owed by Hook'd with respect to personal property taxes, including interest through the date that payment is received by the Town (the "Property Tax Obligation"). If Hook'd fails to timely deliver payment in full satisfaction of the Property Tax Obligation, then the Town may deduct from the Early Termination Fee the unpaid amount of the Property Tax Obligation. The Town's acceptance of possession shall not constitute a waiver of any deficiency or claim. The Town will perform a final inspection (walk through) of the Premises at a mutually agreed time on or before the Turnover Date.

4. **Press Release and Non-Disparagement.** The Parties will issue a joint press release announcing the amicable transition of the food service operations at the Facilities. A copy of the press release will be circulated and agreed-to prior to the Turnover Date. The Town's elected and appointed officials and the principals of Hook'd, respectively, will refrain from making negative or disparaging comments and remarks about the other Party or the other Party's members, managers, employees, or elected and appointed officials, to members of the press or in blogs, on social media and the like. Without limiting the generality of the foregoing: (a) the principals of Hook'd will not make any negative or disparaging comments about the condition of the Facilities or

the Town's elected or appointed officials or employees to any prospective FSO; and (b) the Town's elected and appointed officials will not make any negative or disparaging comments about Hook'd, its operations, personnel or quality of food or service. Hook'd acknowledges that the Westport Representative Town Meeting (and subcommittees thereof) will hold public meetings at which this Agreement will be discussed and that nothing in this Agreement shall be construed as restricting the free expression of thoughts and opinions by individual RTM members in public meetings.

5. **Mutual Releases.** If Hook'd timely complies with all of its obligations under the Lease and this Agreement, then the Town will release and hold harmless Hook'd from all claims and causes of action that the Town may have with respect to the Lease and the condition of the Premises, provided that nothing in this Agreement shall be construed as a waiver or release of any obligation for payment of property taxes. If the Town timely complies with all of its obligations under the Lease and this Agreement, then Hook'd will release and hold harmless the Town from any and all claims and causes of action that Hook'd may have against the Town with respect to the Lease and the condition of the Premises.

6. **TIME IS OF THE ESSENCE** with respect to the performance by Hook'd of its obligations under this Agreement. If Hook'd fails to timely meet any of its obligations under Section 3 of this Agreement, then the Town shall be entitled to all of its legal rights and remedies against Hook'd, including, without limitation, immediately pursuing a summary process (eviction) action and instituting a civil action to recover any and all sums due to the Town under the Lease.

7. **Lease Termination.** Except as modified by the provisions of this Agreement, the terms and conditions of the Lease shall remain in full force and effect and shall be complied with by the Town and Hook'd. If Hook'd and the Town have complied with all of their respective obligations under this Agreement as of the Turnover Date, then the Lease shall thereafter be of no further force and effect.

8. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The Parties agree that this Agreement may be transmitted between them by facsimile or electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The Parties intend that faxed or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, facsimile or electronic) of both Parties is binding on the Parties once sent via facsimile or via electronic mail.

9. **Appropriation and Approval Contingency.** Notwithstanding anything in this Agreement to the contrary, the Town shall have the right to declare this Agreement null and void ab initio if, on or before January 15, 2026, either of the following conditions has **not** been satisfied: (a) an appropriation of funds by the Town's Representative Town Meeting sufficient to meet the Town's payment obligation with respect to the Early Termination Fee (defined in Section 2(b), above); and (b) an affirmative vote by the Town's Board of Selectmen to approve the terms of this Agreement. For purposes of this Agreement, the date that the appropriation and approval contingencies are satisfied shall be referred to as the "Contingency Satisfaction Date".

10. **Miscellaneous.** Except as otherwise provided in this Agreement, capitalized words and phrases used in this Agreement shall have the meanings ascribed to them in the Lease. This Agreement shall be binding upon the successors and permitted assigns of the Parties. The Recitals are to be considered part of this Agreement.

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IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on the date(s) below written, the date of this Agreement being as of the Effective Date, if different than the date of execution for either Party.

TOWN OF WESTPORT:

Signature _____

Name _____

Title _____

Date _____

HOOK'D ON THE SOUND LLC:

Signature Itai Shoffman Saurav Ghosh

Name Itai Shoffman / Saurav Ghosh

Title Partners

Date 12/15/2025

{Signature page to Settlement Agreement}

SCHEDULE A - PROPERTY OF HOOK'D TO BE LEFT IN THE PREMISES
(THIS SCHEDULE CONSISTS OF TWO PAGES)

EQUIPMENT & SERVICES BREAKDOWN

ITEM	DESCRIPTION	COST
Equipment	TheRDstore.com -- storage racks	\$ 1,736
Equipment	Margarita Man - (2) Slushy Machines	\$ 5,636
Equipment	Adams Bid -- Ice cream merchandiser. Heavy duty stainless steel cart. 36" x 24", 48" x 24" stainless steel table -Bunn dual SH DBC brewer - Bunn dual SH DBC brewer. 220v, 3 Cambro insulated beverage dispensers, soup warmer.	\$ 1,101
Equipment	Bestbuy Auctioneer -- Track Lights, beverage Cooler	\$ 863
Equipment	Work Table	\$ 101
Equipment	Prep Fridge	\$ 2,670
Equipment	Undercounter Freezer	\$ 1,647
Equipment	Overshelf	\$ 128
Equipment	Heat Lamp	\$ 311
Equipment	Chest Freezer	\$ 986
Equipment	Underbar Sinks	\$ 885
Equipment	Soft Serve Machine	\$ 30,310
Equipment	Cash - 8x12 walk-in cooler, 8x8 walk-in freezer, Security Camera System, Metro Shelves, Stainless table 72", 24"x18" ice bins, display counter case, 2-door low boy with salad top, panini press, double sink, wall mounted hand washing sink	\$ 10,000
Equipment	Computer Equipment (Apple)	\$ 1,100
Equipment	Beverage Dispenser	\$ 813
Equipment	Win Depot -- Metro Shelving	\$ 1,945
Equipment	Webstaurant -- Multiple Smallwares	\$ 1,845
Equipment	Safe	\$ 291
Equipment	Prep Table	\$ 151
Equipment	H.A Foodservice	\$ 516
Equipment	Webstaurant -- ice cream display freezer, smallwares	\$ 1,315
Equipment	Amazon Heavy Duty Fans	\$ 217
Equipment	Amazon 22" Electric Flat Top Griddle	\$ 217
Equipment	Amazon Fryer Baskets	\$ 82
Equipment	Amazon 24" Stainless Steel Table	\$ 151
Equipment	Amazon Smallwares, Staff Locker	\$ 1,191
Equipment	(5) Toast Point of Sale Systems	\$ 9,000
Equipment	Blink Security Golf	\$ 165
Equipment	Amazon Stanchions	\$ 338
Equipment	Webstaurant -- 54" reach in freezer, towel dispensers, condiment racks, french fry warmer, deli slicer, knife rack	\$ 3,810
Equipment	Webstaurant -- dual tank countertop fryer, stainless steel work table	\$ 420
Equipment	TVs for signage	\$ 2,116
Equipment	TVs for signage	\$ 434
Equipment	Webstaurant -- French Fry Dump Station, 71" Refrigerated Sandwich Prep Station, Double Deck Stainless Steel Overshelf, Metro Shelves, Deli Slicer, Stainless Steel Filler Table with Backsplash, Stainless Steel Wall Shelf, Insect Light Traps, Towel Dispensers	\$ 6,627
Equipment	Air Conditioning	\$ 878
Equipment	Air Conditioning	\$ 1,490
Equipment	Webstaurant --undercounter freezer, 5.2 chest freezer	\$ 1,596
Equipment	Best Buy TVs	\$ 638

Equipment	Best buy 10.2 chest freezer	\$ 373
Equipment	Webstaurant ice cream display	\$ 749
Equipment	Amazon ice machine 77lbs	\$ 1,607
Equipment	Amazon ice machine 33lbs	\$ 560
Equipment	Amazon Glass Display Case	\$ 180
Equipment	Amazon Floor Mats	\$ 341
Equipment	Amazon Deli Slicer	\$ 283
Equipment	Blink Security Pool	\$ 165
Equipment	Amazon Food Warmer Light, Ticket Holder, Cone Dispenser	\$ 306
Equipment	Amazon Food Warmer	\$ 237
Total Equipment Expenses		\$ 98,521
Professional Consultant Fees- Architect	Architect Expenses to get location up to Code	\$ 4,759
Professional Fees Start Up	Professional Fees for Opening and getting location to code	\$ 15,237
Pre-Opening Construction Costs	Construction Labor and Material to get location to code	\$ 29,551
Repairs and Maintenance- Infrastructure & Equipment	Repairs and Maintenance to Infrastructure and Equipment through term	\$ 33,132
Total Professional Fees, Construction and Maintenance Expenses		\$ 82,679
Total Expenses		\$ 181,200

Notwithstanding, Hook'd may remove the following items from the Premises:

- All shelving units
- 1 Slush unit
- 1 small electric griddle
- Toast POS system
- 1 catering electric hot box
- 3 Chest freezers
- 1 Warming display
- TVs
- Arcade games
- Electro Freeze Soft Serve