

FINANCE COMMITTEE

FEBRUARY 3, 2021

7:00 PM

To Join Zoom Meeting: <https://us02web.zoom.us/j/82724717335?pwd=eUJPaKZieU1BShJ6eFNuVU8yTEtUdz09>
Meeting ID: 827 2471 7335
Passcode: 403067

Join by telephone: 1-929-205-6099
Meeting ID: 827 2471 7335
Passcode: 403067

If there is a problem with the audio, please dial 603-821-2049 to advise.

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

UNFINISHED BUSINESS

NEW BUSINESS – RESOLUTIONS

R-21-110

Endorsers: Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Patricia Klee
Alderman Linda Harriott-Gathright
Alderman Skip Cleaver
Alderman Richard A. Dowd

AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO CONCESSION AGREEMENT WITH GRANITE DIAMOND, LLC

R-21-113

Endorsers: Alderman-at-Large Ben Clemons
Alderman Thomas Lopez
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Skip Cleaver
Alderman Jan Schmidt
Alderman Richard A. Dowd
Alderman Patricia Klee
Alderman Linda Harriott-Gathright

AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO THE 14 COURT STREET LEASE FOR UNIT B WITH LIQUID THERAPY, LLC

NEW BUSINESS – ORDINANCES

RECORD OF EXPENDITURES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT



RESOLUTION

**AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO
CONCESSION AGREEMENT WITH GRANITE DIAMOND, LLC**

CITY OF NASHUA

In the Year Two Thousand and Twenty-One

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to enter into a First Amendment to Concession Agreement in substantially the same form as the attached. This amendment extends the Concession Agreement for a term of one year beginning on January 1, 2021 and ending on December 31, 2021.

LEGISLATIVE YEAR 2021

RESOLUTION: R-21-110

PURPOSE: Authorizing the Mayor to enter into a First Amendment to Concession Agreement with Granite Diamond, LLC

ENDORSERS: Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:** Finance Committee

FISCAL NOTE: This First Amendment to Concession Agreement will generate a maximum of \$28,000 in game fees for the use of Holman Stadium per baseball season. The City will also receive 40% of net profits of concession sales from City non-league games and sponsored events. Having this Concession Agreement does require an increased cost for utilities, grounds maintenance and overtime.

ANALYSIS

This resolution authorizes the Mayor to enter into a First Amendment to Concession Agreement with Granite Diamond, LLC. This First Amendment extends the Concession Agreement for an additional year, through December 31, 2021, continuing all the other terms of the Concession Agreement.

Approved as to form: Office of Corporation Counsel

By: Dorothy Clarke

Date: 20 January 2021

FIRST AMENDMENT TO CONCESSION AGREEMENT

This First Amendment to the Concession Agreement (hereinafter “Agreement”), dated as of the latter of the signatures below, is by and between the City of Nashua, a municipality incorporated in the State of New Hampshire, having a mailing address of 229 Main Street, Nashua, County of Hillsborough, New Hampshire 03061 (hereinafter “City”) and Granite Diamond, LLC, a New Hampshire limited liability company with an address of 67 Amherst Street, Nashua, County of Hillsborough, New Hampshire 03064 (hereinafter “Franchisor”).

WHEREAS, the City and Franchisor entered into a Concession Agreement dated May 14, 2019, whereby the City granted to the Franchisor certain rights in regard to the City’s Holman Stadium facilities (hereinafter “Premises”);

WHEREAS, the Term of the Concession Agreement was for 2 years, beginning January 1, 2019 and ending December 31, 2020;

WHEREAS, the Concession Agreement also provides for up to 5 additional one-year options to extend the agreement pursuant to terms to be agreed upon; and

WHEREAS, the Parties wish to extend the Concession Agreement to cover the first additional option year.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Franchisor agree as follows:

1. **IV. TERM.**

The term of the Concession Agreement shall be extended from December 31, 2020 to December 31, 2021.

2. **OTHER TERMS AND CONDITIONS REMAIN.**

In the event of any inconsistencies in the Concession Agreement and this First Amendment, the terms of this Amendment shall control. Except as expressly set forth in this First Amendment, the Concession Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Concession Agreement to itself shall be deemed also to refer to this First Amendment.

3. **CAPITALIZED TERMS.**

All capitalized terms used but not defined herein shall have the same meaning as defined in the Concession Agreement.

IN WITNESS WHEREFORE, the parties have caused their authorized representatives to execute and seal this First Amendment on the date set forth below.

CITY OF NASHUA

Date: _____, 2021

By: _____
James W. Donchess, Mayor
DULY AUTHORIZED

GRANITE DIAMOND, LLC

Date: _____, 2021

By: _____
John W.S. Creedon, Jr., President and LLC Manager
DULY AUTHORIZED

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this ___ day of _____, 2021, personally appeared the above-named, James W. Donchess, Mayor of City of Nashua, known to me (or satisfactorily proven) to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing instrument for the purposes contained therein.

Notary Public/Justice of the Peace
Print Name:
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this ___ day of _____, 2021, personally appeared the above-named, John W.S. Creedon, Jr., President and LLC Manager of Granite Diamond, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing instrument for the purposes contained therein.

Notary Public/Justice of the Peace
Print Name:
My Commission Expires:



RESOLUTION

**AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO THE 14
COURT STREET LEASE FOR UNIT B WITH LIQUID THERAPY, LLC**

CITY OF NASHUA

In the Year Two Thousand and Twenty-One

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to enter into a First Amendment to 14 Court Street Lease for Unit B with Liquid Therapy, LLC in substantially the same form as the attached.

LEGISLATIVE YEAR 2021

RESOLUTION:

R-21-113

PURPOSE:

Authorizing the Mayor to enter into a First Amendment to the 14 Court Street Lease for Unit B with Liquid Therapy, LLC

ENDORSERS:

Alderman-at-Large Ben Clemons
Alderman Thomas Lopez

**COMMITTEE
ASSIGNMENT:**

Finance Committee

FISCAL NOTE:

Starting in 2021, there should be a reduction in utility costs for 14 Court Street.

ANALYSIS

This resolution authorizes the Mayor to enter into a First Amendment to 14 Court Street Lease for Unit B with Liquid Therapy, LLC. The First Amendment amends the language in the Utilities section of the lease.

Approved as to form:

Office of Corporation Counsel

By: Marilyn Clarke

Date: 21 January 2021

FIRST AMENDMENT TO 14 COURT STREET LEASE FOR UNIT B

This First Amendment to the 14 Court Street Lease for Unit B (hereinafter “Lease”), dated as of the latter of the signatures below, is by and between the City of Nashua, a municipality incorporated in the State of New Hampshire, having a mailing address of 229 Main Street, Nashua, County of Hillsborough, New Hampshire 03061 (hereinafter “Lessor”) and Liquid Therapy, LLC, a New Hampshire limited liability corporation, with a business address of 5 New Haven Drive, #201, Nashua, New Hampshire 03063 (hereinafter “Lessee”).

WHEREAS, Lessor and Lessee entered into a 14 Court Street Lease for Unit B on July 1, 2018 (hereinafter “Lease”), whereby the Lessor granted to the Lessee certain rights in regard to a portion of the property located at 14 Court Street, Nashua, New Hampshire (hereinafter “Lease Area”);

WHEREAS, the Term of the Lease is July 1, 2018 through June 30, 2023; and

WHEREAS, the Parties wish to amend certain terms and conditions in the Lease.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Delete the existing Section 8 “Utilities”, and replace it with the following new Section 8:

8. UTILITIES

Access to electricity, water, sewer, and gas service on the Lease Area and Associated Outdoor Area are available. The Lessee will have the capacity to connect to these utilities. Electric, water, sewer, and gas use by the Lessee will be tracked by submeters, and the Lessee will pay for its use of these services starting July 1, 2021. The cost for installation of the submeters will be borne by the Lessor. The Lessee is responsible for obtaining telephone, data, and any other telecommunications and internet connections

and services. Any associated costs with providing telecommunication and internet services will be the sole responsibility of the Lessee. The Lessee is also responsible for arranging its own waste management service(s). The City of Nashua will not provide solid waste receptacle or removal services for the Lessee.

2. In the event of any inconsistencies in the Lease and this First Amendment, the terms of this Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

3. All capitalized terms used but not defined herein shall have the same meaning as defined in the Lease.

IN WITNESS WHEREFORE, the parties have caused their authorized representatives to execute and seal this First Amendment on the date set forth below.

CITY OF NASHUA

Date: _____, 2021

By: _____
James W. Donchess, Mayor
DULY AUTHORIZED

LIQUID THERAPY, LLC

Date: _____, 2021

By: _____
Name: _____

DULY AUTHORIZED

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this ___ day of _____, 2021, personally appeared the above-named, James W. Donchess, Mayor of City of Nashua, known to me (or satisfactorily proven) to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing instrument for the purposes contained therein.

Notary Public/Justice of the Peace
Print Name:
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this ___ day of _____, 2021, personally appeared the above-named, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing instrument for the purposes contained therein.

Notary Public/Justice of the Peace
Print Name:
My Commission Expires: