



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:

RESOLUTION R-21-113

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

IN THE BOARD OF ALDERMEN

1ST READING January 26, 2021

Referred to: Finance Committee

2nd Reading February 9, 2021

3rd Reading _____

4th Reading _____

Other Action _____

Passed February 9, 2021

Indefinitely Postponed _____

Defeated _____

Attest: _____

Lari Webster City Clerk
President

Approved _____

Mayor's Signature

Date

Endorsed by

CLEMONS

LOPEZ

O'BRIEN

CLEAVER

SCHMIDT

DOWD

KLEE
HARRIOTT-
GATHRIGHT

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____

City Clerk

President