



## **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.

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**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.

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**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 R-21-110**

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

**IN THE BOARD OF ALDERMEN**

1<sup>ST</sup> READING January 26, 2021

Referred to: Finance Committee

2<sup>nd</sup> Reading February 9, 2021

3<sup>rd</sup> Reading \_\_\_\_\_

4<sup>th</sup> Reading \_\_\_\_\_

Other Action \_\_\_\_\_

Passed February 9, 2021

Indefinitely Postponed \_\_\_\_\_

Defeated \_\_\_\_\_

Attest: Lari Wilkine City Clerk  
President

Approved \_\_\_\_\_ Mayor's Signature

\_\_\_\_\_ Date

**Endorsed by**

\_\_\_\_\_  
MAYOR  
\_\_\_\_\_  
O'BRIEN  
\_\_\_\_\_  
KLEE  
\_\_\_\_\_  
HARRIOTT-GATHRIGHT  
\_\_\_\_\_  
CLEAVER  
\_\_\_\_\_  
DOWD

Vetoed: \_\_\_\_\_

Veto Sustained: \_\_\_\_\_

Veto Overridden: \_\_\_\_\_

Attest: \_\_\_\_\_ City Clerk

\_\_\_\_\_  
President