



Bishop Guertin

HIGH SCHOOL

Brothers of the Sacred Heart

Office of President Linda Brodeur

Memo: Agreement between BGHS and the Nashua School District regarding Stellos Stadium

Background: When Bishop Guertin's usage of the stadium was last renewed, Bishop Guertin agreed to pay \$79,307 in eight annual installments of approximately \$9,913 per year to support the renewal of the turf at Stellos Stadium. This reflected approximately 15% (utilization equivalent) of the \$528,714 cost to replace and refurbish the turf surface, which was completed in 2011. Bishop Guertin appreciated the inclusion of its logo on the new turf field.

Bishop Guertin appreciates recent and future upgrades to Stellos Stadium. We understand the cost of the recent scoreboard project to have been approximately \$160,000 and expect the next resurfacing of the field to constitute another \$550,000 (or greater) expense.

Draft proposal: Using these assumptions, Bishop Guertin proposes ten-year extension of its existing use agreement until June 30, 2031. Bishop Guertin proposes the following annual payment to the City of Nashua to support future upgrades to the artificial turf, the recent sound project, and future projects that may arise:

Project (Assumed Lifetime)	Total	Total Annualized (10 year)	Proposed BG Annual Contribution	BG Total Contrib.
Turf Replacement Cost	\$550,000	\$55,000	\$10,000	\$100,000
Scoreboard and Sound Upgrades	\$160,000	\$16,000	\$3,500	\$35,000
TOTAL			\$13,500	\$135,000
				(19%)

In addition to these payments, Bishop Guertin will commit to a one-time expenditure of up to \$15,000 for the upgrade of digital connectivity and the installation of a streaming video solution that can be shared among all schools and programs utilizing the stadium. Our offer yields a total \$150,000 commitment to Stellos Stadium over the ten years of the proposed agreement, reflecting a substantial increase from our \$79,307 commitment during our current agreement.

As an independent, Catholic, co-educational, college preparatory high school located in Nashua, New Hampshire, Bishop Guertin High School seeks to serve the young people entrusted to its care. Inspired by and building upon the educational tradition of the Brothers of the Sacred Heart, Bishop Guertin develops students to their greatest potential, especially in their contribution toward the world around them and in their faith in a loving God. Founded in 1963 and named in honor of Bishop Georges-Albert Guertin, third bishop of Manchester, students come from more than 41 cities and towns in New Hampshire and Massachusetts. BG's nearly 9,000 graduates can be found in New England, throughout the United States, and across the globe.

This Agreement ("Agreement") is made this day ___ of April, 2021, between the Nashua School District, with a principal place of business at 141 Ledge Street, Nashua, New Hampshire 03060 ("Nashua"), and Bishop Guertin High School, Inc. ("**BG**") a New Hampshire voluntary corporation with a principal place of business at 194 Lund Road, Nashua, New Hampshire 03060.

WHEREAS, Stellos Stadium is an outdoor sports facility under the care, custody and control of the Nashua School District (the "Facility");

WHEREAS BG utilizes the Facility for certain of its sporting events; and

WHEREAS, BG's use of the Facility is at least 15% of the total usage of the Facility; and

WHEREAS, The Facility was renovated in 2011, which renovation included the replacement of the artificial turf at a net cost to Nashua of Five Hundred Twenty-eight Thousand Seven Hundred Fourteen Dollars (\$528,714.00) (the "1st Renovation"); and

WHEREAS it is expected the "2nd Renovation" another turf replacement will need to be completed in the near future

WHEREAS, Nashua and BG wish to establish certain terms of BG's use of the facility including, without limitation, BG's payment of its proportionate share of the net cost of the Renovation of the Facility,

NOW THEREFORE, the parties, in consideration of the mutual promises contained herein, agree as follows:

1. The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2031.

2. The Facility shall be available as a venue for BG's sports programs including, without limitation, Varsity/Junior Varsity Freshmen home games for boys', and where applicable, girls' BG Football, Soccer, Field Hockey and Lacrosse subject only to the limitations set forth in paragraph 3 of this Agreement.

3. Only Nashua High School South and Nashua High School North shall have scheduling priority over BG for use of the Facility. The parties shall make their best efforts to establish a mutually agreeable schedule for games to be played at the Facility.

4. BG shall pay to Nashua the amount of One Hundred Thirty-Five Thousand and 00/200 Dollars (\$135,000.00) in 10 equal annual payments of \$13,500.00 beginning July 1, 2021 and on or before every subsequent July 1 until paid in full.

5. In the event BG fails to make a payment when due under this Agreement, Nashua may, at its sole discretion and in addition to any other rights or remedies Nashua may have in law or equity, limit or prohibit BG's use of the Facility until the breach has been cured.

6. The prevailing party in any dispute over the performance or enforcement of this Agreement shall be entitled to recover its reasonable costs and attorneys' fees that are related to the resolution of the dispute.

7. This Agreement contains the entire agreement and understanding of the Parties concerning its subject matters and supersedes and replaces any prior negotiations or proposed agreement, whether written or oral. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Further, this Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire and it may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one in the same instrument.

Date: July 8, 2021

Witness: Sara C Kusellin

Date: 7/13/21

Witness: J. Striste
Jason Striste
Principal

**NASHUA SCHOOL DISTRICT,
CITY OF NASHUA, NEW HAMPSHIRE**

By: Garth McKinney
Garth McKinney, Interim Superintendent of
Schools
Duly Authorized by the Nashua Board of
Education

BISHOP GUERTXN HIGH SCHOOL, INC.
Linda A Brown, President

By: Linda A Brown
President B6 HS