

**TOWN OF GLASTONBURY
REQUEST FOR PROPOSAL
FARMLAND GROUND LEASE – MULTIPLE PARCELS
RPGL-2017-16**

The Town of Glastonbury is accepting proposals from qualified individuals interested in leasing town-owned property for agricultural purposes. Interested individuals may obtain proposal documents from the Purchasing Agent, 2155 Main Street, Glastonbury, CT 06033 or via the Town's website at www.glastonbury-ct.gov.

The following parcels of land are included as part of this solicitation: Cider Mill (Parcel A), Glastonbury Meadows (Parcels 11, 12, 14, 96, 97) Longo Farm (Parcel D)

Proposals must be submitted to the Purchasing Agent no later than **November 18, 2016 at 11:00 AM**.

LATE PROPOSALS WILL NOT BE ACCEPTED.

The Town reserves the right to waive informalities or reject any part of, or the entire proposal, when said action is deemed to be in the best interests of the Town. All Sealed proposals must be submitted to the Office of the Purchasing Agent no later than the time and date indicated.

An Affirmative Action/Equal Opportunity Employer. Minority/Women /Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone
Purchasing Agent

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- Attachment C – Cider Mill Parcel A Lease Agreement

SECTION I – GENERAL INFORMATION

Intent

It is the intent of the Town of Glastonbury to lease Town-owned property for agricultural use. Please refer to location and property maps for specific site information. The Town is accepting lease proposals for the following parcels. Interested parties may submit a proposal to lease one, more than one, or all of the parcels.

<u>Parcel</u>	<u>Street Reference</u>	<u>Acreage</u>
Cider Mill – Parcel A	Main Street	1.0 Acre
Glastonbury Meadows:		
Parcel 11	Main Street	6.3 Acres
Parcel 12	Main Street	2.7 Acres
Parcel 14	Main Street	7.8 Acres
Parcel 96	Main Street	9.5 Acres
Parcel 97	Main Street	15.0 Acres
Longo Farm - Parcel D	Hebron Avenue	2.0 Acres

Basis For Selection

Many factors will be considered by the Town in its decision to award the lease. While the lease payment is certainly one factor, the nature and type of the proposed land use will be carefully considered. Factors to be considered may include, but are not necessarily limited to, the crops to be grown, amount and type of chemical use, nitrogen use, cultivation methods, length of lease term, and integrated pest management methods. The decision of the Town to lease any parcels shall not be subject to legal challenge or appeal in any form.

Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all proposals. The right is reserved to reject any proposal or any part of any proposal when such action is deemed to be in the best interest of the Town of Glastonbury.

Proposals must be submitted complete in every detail and, when requested, supporting or supplemental information shall be provided. If a proposal involves any exception from stated requirements, they must be clearly noted as exceptions and listed in the proposal. The reason for any exception shall also be stated.

Inspection of Land

Each potential lessee shall inform himself fully of the nature of the conditions and peculiarities of the site. Failure to do so will not relieve a person submitting a successful proposal from carrying out any of the provisions and obligations of the lease agreement.

Term of Lease

The length of the lease period shall be for a minimum of date of execution through December 31, 2017. The Town will consider longer initial lease terms and renewal periods. The final lease term will be subject to negotiation between the Town and interested lessees and may be a factor considered as part of the basis for selection.

Suggested Minimum Per Acre Price

The Town has suggested that potential lessees consider a minimum payment of \$50/acre for agricultural farmland. It is understood that, depending on the crop(s) to be grown and market conditions, the proposed per acre price could be either higher or lower.

Pre-Proposal Site Visit(s)

Interested respondents may request a pre-proposal site visit and tour by contacting Raymond E. Purtell, Director of Parks and Recreation, at ray.purtell@glastonbury-ct.gov or calling 860-652-7687. All site visits must be scheduled to occur no later than five (5) days prior to the proposal due date. Site visits cannot be considered after that time.

Farm Land Ground Lease

The lease form to be used by the Town is attached as Attachment B. Interested lessees should review the terms and language carefully and be prepared to satisfy all of the lessee's obligations required under the agreement if their proposal is accepted by the Town. Please note that the lease form for Cider Mill parcel A is different than the Farm Land Ground Lease used for the other parcels. The Cider Mill Parcel A lease is Attachment C.

SECTION II - SUBMISSION OF PROPOSAL

Proposal Instructions

- All respondents are required to submit one (1) clearly marked original and one (1) copy of their proposal to Mary F. Visone, Purchasing Agent, 2155 Main Street, Glastonbury, CT by the date and time listed in the proposal response page. All proposals will be opened publicly and recorded as received. Respondents may be present at the opening; however, there will be no public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked with the respondent's name and address and as follows:

**SEALED REQUEST FOR PROPOSAL
FARMLAND GROUND LEASE & MULTIPLE PARCELS
RPGL- 2017-16
DATE: November 18, 2016
TIME – 11:00 A.M.**

- All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.
 1. Proposal Response Form (**ATTACHMENT A**). Please submit separate response forms if submitting proposals for more than one parcel. It is the intention of the Town to lease all five parcels in the Glastonbury Meadows in its entirety to one lessee. Respondents interested in leasing Glastonbury Meadows Parcels 11, 12, 14, 96 & 97 in their entirety can submit one Response Form for the group.
 2. Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 28, 2013. Respondent shall acknowledge that they have reviewed the document in the area

provided on the attached Ethics Acknowledgement form included on **ATTACHMENT A**. The selected respondent will also be required to complete and sign a Consultant Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs** which will bring you to the links for the **Code of Ethics** and the **Acknowledgement Form**. If the respondent does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal

3. Statement of Non-Collusion (**ATTACHMENT A**).
4. Any technical questions regarding this RFP shall be made in writing and directed to Raymond Purtell, Director of Parks & Recreation, 2143 Main Street Glastonbury, CT 06033 or by email at ray.purtell@glastonbury-ct.gov. For administrative questions concerning this proposal, please contact Mary F. Visone, Purchasing Agent, at (860) 652-7588, or by email at purchasing@glastonbury-ct.gov.

All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at www.glastonbury-ct.gov (Upon entering the website click on Bids & RFPs). **It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.** Note: Responses to requests for more specific contract information than is contained in the RFP shall be limited to information that is available to all respondents and that is necessary to complete this process. The request must be received at least three (3) business days prior to the advertised response deadline.

- **Failure to include any of the above-referenced items in the submitted proposal may be grounds for disqualifying said proposal.**

SECTION III – INDEMNITY AND INSURANCE REQUIREMENTS

The Lessee shall indemnify, defend and hold harmless the Lessor, its agents, officers and employees from and against any and all liability (statutory or otherwise), claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (a) the Lessee's use of the premises or conduct of business therein including any damage caused by livestock put upon the Leased Premises, (b) any work or thing whatsoever done, or any condition created (other than by the Lessor, its employees, agents or contractors) by or on behalf of the Lessee in or about the premises, including during the period of time, if any, prior to the term commencement date, that the Lessee may have been given access to the premises for the purpose of doing any work or cultivation, (c) any condition of the premises due to or resulting from any default by the Lessee in the performance of the Lessee's obligations under this Lease, or (d) any act, omission or negligence of the Lessee or its agents, contractors, employees, subtenants, licensees or invitees. The Lessee shall name the **Town and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies.

In case any action or proceeding is brought against the Lessor by reason of anyone or more thereof, the Lessee shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall resist such action or proceeding if Lessor shall so request, at the Lessee's expense, by counsel reasonably satisfactory to the Lessor.

Lessee shall, at Lessee's expense, obtain and keep in force at all times during the term of this Lease, the following insurance coverage with an insurance carrier that is approved by the State of Connecticut with a minimum (A-VIII) Best rating acceptable to Lessor:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

Coverage should insure the Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Leased Premises. The limit of said insurance shall not, however, limit the liability of Lessee hereunder.

Lessee may carry such insurance under a blanket policy provided an endorsement naming Lessor as an additional insured is attached thereto.

Certificates of insurance acceptable to the Lessor shall be delivered to the Lessor within ten (10) days of the execution of this Lease. Tenant agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of any policy. Should any policy be cancelled or reduced before the expiration date, written notice must be given to the Town 30 days prior to cancellation or reduction.

Glastonbury Meadows

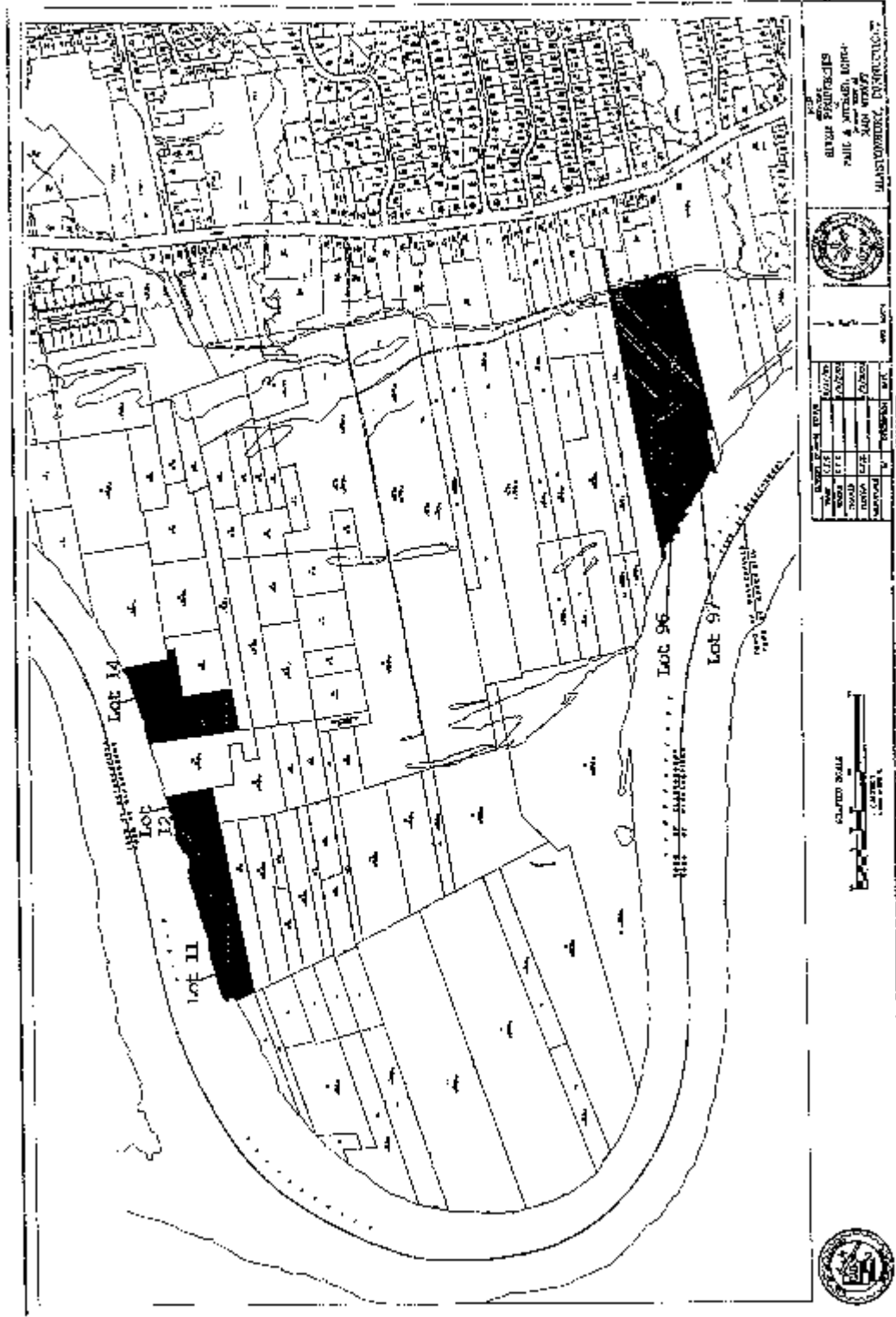
Five separate and distinct parcels are available for lease. The areas available are depicted on the map titled, "Map Depicting River Properties of Paul & Michael Longo located west of Main Street, Glastonbury, CT, drawn 9/27/99; revised 1/5/2000."

It should be noted that the acreage listed represents the total acreage of the parcel. The actual acreage that is tillable or suitable for farming may be less than the total acreage indicated.

Access to parcels 96 and 97 is provided via an entrance drive/gravel farm road off of Main Street immediately north of #1761. Access to parcels 11, 12, and 14 is gained via a gravel farm road off Meadow Lane.

These parcels have been leased to a local farmer for agricultural purposes for the past fifteen years.

It is the intention of the Town to lease all five parcels in the Glastonbury Meadows in its entirety to one lessee.



STATE OF MASSACHUSETTS
 PUBLIC & PRIVATE LOTS
 MAP NUMBER: RPGL-2017-16



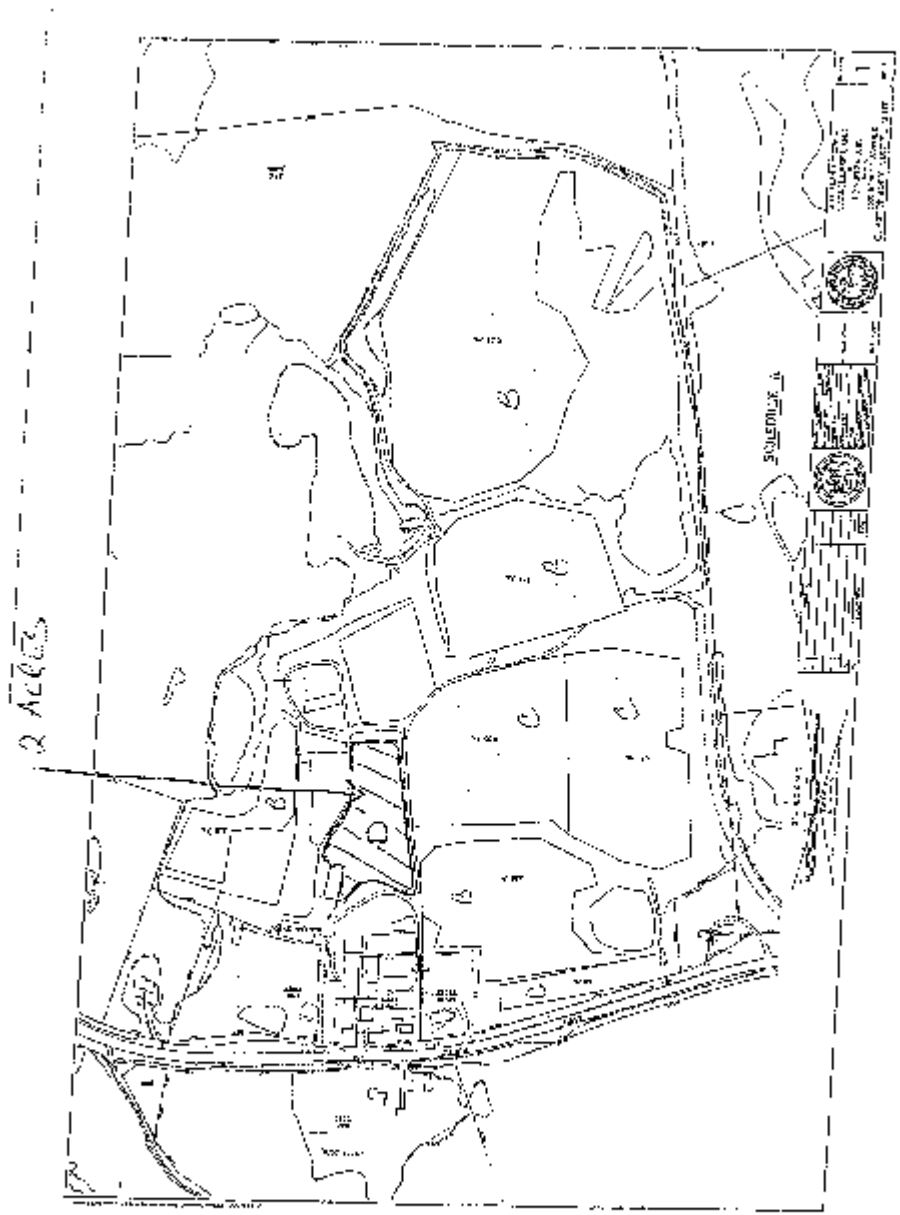
DATE	FILE	BOOK	PAGE



Longo Farm – Parcel D

Please refer to the location/property maps for specific site information. The parcel is located of Hebron Avenue in East Glastonbury. The land available for lease is one small portion of a larger parcel that is currently leased to two farmers. Proposals are being accepted for Parcel “D”. The area subject to the lease totals 2.0 acres and is depicted on the map entitled, “Site Plan Depicting Farm Land at Longo Parcel located at 3006 Hebron Avenue, Glastonbury, CT; 8/25/2009”.

The parcel is currently leased to the Wind Hill Farm and Learning Center. The Lessee has installed the following items on the parcel: two drilled wells and solar array, a 30’ x 72’ hoop style greenhouse, and several raised planting beds. The solar array, greenhouse, and raised planters are the property of the Wind Hill Farm & Learning Center and will not necessarily remain with a new lease agreement.



Cider Mill Parcel A

The lease form to be used by the Town for Parcel A is attached. Interested lessees should review its terms and language carefully and be prepared to satisfy all of the lessee's obligations required under the agreement if their proposal is accepted by the Town. The Town reserves the right to alter the proposed Form of Agreement with potential lessees prior to execution of an agreement.

The property is located at 1287 Main Street, Glastonbury, Connecticut 06033. It has frontage on Main Street. Please refer to the enclosed map entitled "Land to be conveyed to the Town of Glastonbury by Centerline Realty Corporation located at 1287 Main Street, Glastonbury, Connecticut.

The parcel measures 251' x 130' for a total of 32,630 s.f. of approximately three quarters of an acre. It includes an old barn which is commonly referred to as "The Old Cider Mill", an unoccupied dwelling with an attached garage, and a paved entrance drive and parking area.

Most recently, "The Old Cider Mill" has been used seasonally as a retail farm stand, cider mill, and petting zoo. The petting zoo area has been located immediately to the south of Parcel A on the adjacent Town owned land. Electricity is available on site. A drilled well supplies the residence and is extended to the cider mill seasonally. The dwelling and garage have been used by the Town of Glastonbury for storage. Depending on the nature and type of proposals received, the Town may reserve the right to continue its use of the building for storage.

Access to the 21.1 acre parcel to the rear of Parcel A needs to be maintained through Parcel A. The Cider Mill is thought to be the oldest continuously operating cider mill in the country. It is the Town's intention to have that status maintained. The Town will make the existing cider making equipment available to the Lessee including a grinder, press, chiller and filling station. The equipment is provided "as is" and becomes the Lessee's responsibility and obligation with respect to its care, maintenance and operation. The Lessee shall provide all other equipment needed for the cider making operation.

Proposal

Parcel Name: Cider Mill Property – Parcel A

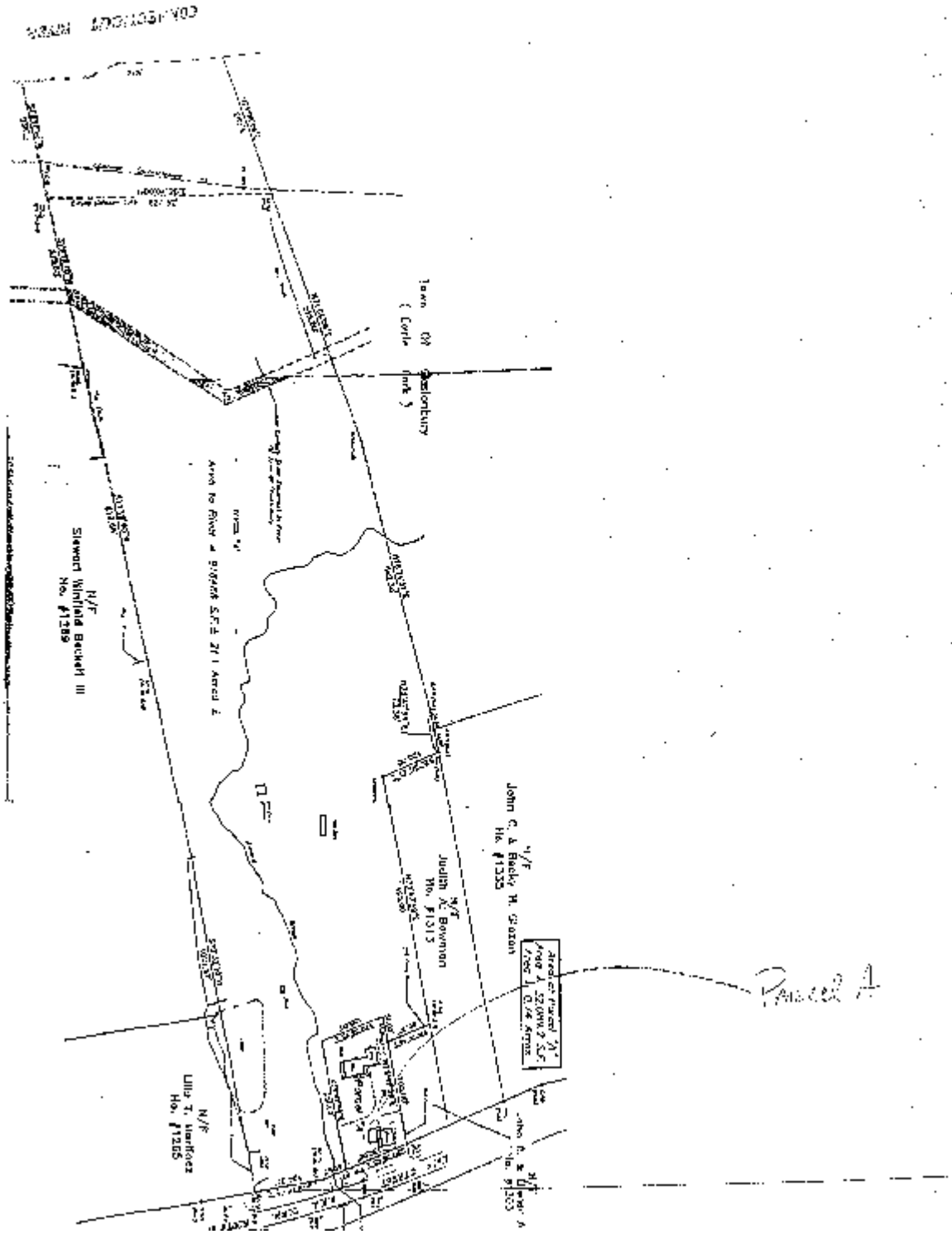
Acreage: 32,630 s.f.

The following items must be submitted with the proposal, as appropriate. If the item is not applicable, indicate by noting N/A. Failure to provide any of the required information with the proposal is sufficient cause for the Town to eliminate the proposal from further consideration. In submitting this proposal the respondent acknowledges that the Town of Glastonbury reserves the right to exercise its discretion with regard to this or any proposal. The decision of the Town of Glastonbury to accept or reject any proposal is final and not subject to legal challenge or appeal in any form.

1. Proposed Annual Lease Payment.
2. Proposed Lease Period.
3. Proposed Lease Period Renewal.
4. An indication whether or not the Lessee of Parcel A agrees to operate the Cider Mill so that it will continue to be "the oldest continuously operating cider mill in the country."
5. Description: Please describe the nature of your proposal in detail. Be certain to include the nature of the operation, type of business, hours of operation, parking requirements, number of employees, building uses, and any other information that will help the Town understand the nature of the proposed use. Please discuss whether or not the proposal is to use the Old Cider Mill building, adjacent residence, or both. If significant building or site improvements are

anticipated, please describe the proposed improvements. If the proposal is contingent on the applicant's ability to secure required approvals from local regulatory authorities, licenses or other contingencies, please list each, describe in detail, and provide an accurate estimate of the timetable for securing approvals and licenses. Use and attach separate sheets and supporting documentation as required.

All respondents must respond to the five items listed above in the order requested with each section numbered.



**ATTACHMENT A
PROPOSAL RESPONSE PAGE**

BID / PROPOSAL NO: RPGL-2017-16 **DATE DUE:** 11-18-16
DATE ADVERTISED: 10-17-16 **TIME DUE:** 11:00 AM
NAME OF PROJECT: FARMLAND GROUND LEASE – MULTIPLE PARCELS

The Respondent acknowledges receipt of the following Addenda:

Addendum #1 _____ (Initial/Date) **Addendum #2** _____ (Initial/Date) **Addendum #3** _____ (Initial/Date)

It is the responsibility of the respondent to check the Town’s website for any Addenda before submitting the proposal.

NON-COLLUSION STATEMENT:

By submission of this proposal, the Respondent certifies that it is being submitted without any collusion, communication, or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Glastonbury’s Code of Ethics and agree to submit a Consultant Acknowledgement Form if I /We are selected. Yes _____ No _____*

***Respondent is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any proposal where the respondent has not agreed to the above statement.**

_____	_____
Type or Print Name of Individual	Doing Business as (Trade Name)
_____	_____
Signature of Individual	Street Address
_____	_____
Title	City, State, Zip Code
_____	_____
Date	Telephone Number / Fax Number
_____	_____
E-Mail Address	SS # or TIN#

(Seal – If proposal is by a Corporation)

Attest

Respondent's Name: _____

Parcel Name: _____ Acreage: _____

The following items must be submitted with the proposal, as appropriate. If the item is not applicable, indicate by noting N/A. Failure to provide any of the required information with the proposal is sufficient cause for the Town to eliminate the proposal from further consideration. In submitting this proposal the respondent acknowledges that the Town of Glastonbury reserves the right to exercise its discretion with regard to this or any proposal. The decision of the Town of Glastonbury to accept or reject any proposal is final and not subject to legal challenge or appeal in any form.

1. Proposed Price Per Acre: \$ _____

2. Proposed Term:

Initial Lease Period: _____

Renewal Period: _____

3. List all herbicides, insecticides, fungicides, soil sterilants, etc. to be used. (If none needed, indicate N/A).

_____.

4. MSDS for all pesticides and fertilizers. (If none needed, indicate N/A).

_____.

5. Sample labels for pesticides and fertilizers included. (If none needed, indicate N/A).

_____.

6. Identify restricted Pesticides to be used.

_____.

7. Include a copy of the pesticide applicator's license if using restricted pesticides. (If none needed, indicate N/A).

_____.

8. Pesticide applicator's license other than Lessee's included. (If none, indicate N/A).

_____.

Respondent's Name: _____

9. Crops to be grown.

_____.

10. Fertilizer types (N-P-K) and sources of Nitrogen identified.

_____.

11. Overview of fertilizer program including number of applications and total amount of Nitrogen per acre for the season included.

_____.

12. Integrated Pest Management (IPM) Practices identified and described.

_____.

13. Cover Crop: Type: _____
 Rate/Acre: _____
 Seeded By Date: _____

14. Type of Cultivation, i.e., No Till, Clean Cultivation, Herbicide: _____

15. Please indicate whether or not it is your intention to use propane noise cannons or other sound devices to protect crops. If yes, please describe the number and types of devices to be used, their locations, and dates of use.

_____.

16. For Cider Mill Parcel A, please note items 4 and 5 that are required with the proposal. Please attach additional sheets and supporting documentation as required.

**ATTACHMENT B
FARM LAND GROUND LEASE**

THIS FARM LAND GROUND LEASE, (hereinafter referred to as the “Lease”) made and entered into on the date hereinafter set forth by and between the TOWN OF GLASTONBURY, a municipal corporation having its boundaries within the County of Hartford and State of Connecticut (hereinafter the “Lessor”), and _____ or _____ (hereinafter the “Lessee”).

WITNESSETH:

That for and in consideration of the rents, covenants and agreements hereinafter reserved and contained, the Lessor and Lessee hereby agree as follows:

1. Demise of Premises

Lessor does hereby demise and lease to the Lessee, and the Lessee does hereby lease and hire from the Lessor the premises described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the “Leased Premises”). The Leased Premises consist of _____ acres, more or less.

2. Title and Condition

Lessor warrants to the Lessee that it is well seized and possessed of the Leased Premises and has a good and lawful right to enter into this Lease. The Lessor also covenants with the Lessee that the Lessee, upon paying the rent in the manner specified and performing the conditions, covenants, and agreements herein contained, shall be entitled to use and enjoy the Leased Premises for the specified term, as described in Paragraph 4.

3. Use and Occupancy of Premises

Lessee may use and occupy the Leased Premises for agricultural purposes only.

Lessee agrees that he will permit the Lessor to enter the land at any reasonable time for inspection for any purpose including, but not limited to, the conducting soil tests and to the making of surveys to ensure compliance with erosion control requirements, environmental regulations and any grazing requirements.

The Lessee shall, at the end of each growing season, leave the Leased Premises in good productivity condition and seed the Leased Premises with a cover crop.

4. Term and Options to Extend or Renew

a. The Effective Date of this lease shall be _____.

b. The term of this Lease shall be until _____.

Notwithstanding any other provision of this lease, Lessor shall have the right to terminate this Lease at any time for its sole convenience upon thirty (30) days prior written notice to Lessee without any liability therefore. Notwithstanding this right, Lessor will attempt to accommodate Lessee, if possible, in the harvest of any growing crop.

Lessee shall vacate the Leased Premises upon the expiration or termination of the term unless the Lessor and Lessee renew this Lease, execute a new lease concerning the Leased Premises or agree in writing to an extension of the term.

5. **Rent**

Rent (the "Rent") for the term of this Lease shall be at the rate of _____ per acre for each 12 month period in the term, payable in advance on the first day of _____ each year. All payments are to be made in cash or by check payable to Lessor's order.

At the time that the first payment of Rent is due, Lessee shall furnish to Lessor:

- a) A plan showing how the Lessee will control erosion with respect to the Leased Premises and conform to inland wetland regulations.
- b) A statement indicating which pesticides, herbicides and/or fertilizers will be used and how often. This statement must be approved in writing by the Conservation Officer of the Town of Glastonbury before the Lessee may apply any such materials to the Leased Premises.
- c) A sum in the amount of twenty dollars (\$20) per acre. This amount may be used by the Lessor to cover the costs of erosion control, seeding the Premises with a cover crop or applying a necessary fertilizer, insecticide or herbicide to the Premises if the Lessee fails to satisfy any of the conditions hereunder and the Lessor, in its sole discretion, deems it advisable to take any such action. This remedy is not exclusive and is in addition to any and all of Lessor's other remedies hereunder and at law or in equity.

This sum shall be returned to the Lessee at the expiration of the term of this Lease and all extensions if the Lessee has complied with all of the provisions hereunder.

6. **Taxes**

Lessor shall pay all real estate taxes and all other taxes, charges and assessments which may be assessed on the Leased Premises.

7. **Compliance with Law**

Lessee shall, during the term hereof, comply with and shall cause the Leased Premises to comply with all local, state and federal laws and regulations and restrictions.

8. **Liens**

Unless otherwise provided herein, Lessee shall keep the leasehold estate free and clear of liens and encumbrances.

9. **Termination**

This Lease may be terminated at any time by mutual consent of the Lessor and Lessee.

10. **Condemnation**

If all or a part of the Leased Premises are taken by any condemning authority under the power of eminent domain or otherwise or by any purchase or other acquisition in lieu of eminent domain or otherwise, the Lease shall terminate as of the date when title to the Leased Premises is acquired by the condemning authority.

If the Lease is so terminated pursuant to this Paragraph, Lessee shall not be entitled to any damages or compensation of any kind whatsoever which may occur as a result of said taking.

11. Indemnity and Insurance

The Lessee shall indemnify, defend and hold harmless the Lessor, its agents, officers and employees from and against any and all liability (statutory or otherwise), claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (a) the Lessee's use of the premises or conduct of business therein including any damage caused by livestock put upon the Leased Premises, (b) any work or thing whatsoever done, or any condition created (other than by the Lessor, its employees, agents or contractors) by or on behalf of the Lessee in or about the premises, including during the period of time, if any, prior to the term commencement date, that the Lessee may have been given access to the premises for the purpose of doing any work or cultivation, (c) any condition of the premises due to or resulting from any default by the Lessee in the performance of the Lessee's obligations under this Lease, or (d) any act, omission or negligence of the Lessee or its agents, contractors, employees, subtenants, licensees or invitees. The Lessee shall name the **Town and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies.

In case any action or proceeding is brought against the Lessor by reason of anyone or more thereof, the Lessee shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall resist such action or proceeding if Lessor shall so request, at the Lessee's expense, by counsel reasonably satisfactory to the Lessor.

Lessee shall, at Lessee's expense, obtain and keep in force at all times during the term of this Lease, the following insurance coverage with an insurance carrier that is approved by the State of Connecticut with a minimum (A-VIII) Best rating acceptable to Lessor:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

Coverage should insure the Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Leased Premises. The limit of said insurance shall not, however, limit the liability of Lessee hereunder.

Lessee may carry such insurance under a blanket policy provided an endorsement naming Lessor as an additional insured is attached thereto.

Certificates of insurance acceptable to the Lessor shall be delivered to the Lessor within ten (10) days of the execution of this Lease. Such certificates and the insurance policies required hereunder shall contain a provision that coverage afforded under the policies will not be cancelled, allowed to expire, or be subject to a reduction of coverage until at least thirty (30) days prior written notice has been given to the Lessor.

12. **Sub-letting: Successors and Assigns**

Lessee may not sublet the Leased Premises or mortgage, sell, assign or transfer his rights pursuant to this Lease, without the written consent of Lessor.

13. **Conditions of Default**

- a. Any of the following occurrences or acts shall constitute an Event of Default:
 - 1) Failure to make any rental payment when due.
 - 2) Failure to keep and perform any of Lessee's other agreements or obligations hereunder, if such failure shall have continued for fifteen (15) days after written notice by Lessor to Lessee specifying the nature of the default and demanding cure.
- b. Upon the occurrence of an Event of Default, and during the continuation thereof, Lessor may, at its option, either;
 - 1) proceed by appropriate legal proceedings to enforce performance of the applicable provisions of this Lease or to recover damages for the breach thereof; or
 - 2) give Lessee written notice of Lessor's intention to terminate this Lease on a date so specified, which shall be not less than fifteen (15) days after the giving of such written notice, and upon the date so specified the Lease shall terminate and all rights of Lessee shall expire, unless before such date all arrearages shall have been fully paid and all other defaults shall have been fully cured. Lessee agrees to vacate the Leased Premises within said fifteen (15) day period.
- c. In the event of the termination as set forth above, Lessor may re-enter and take possession of the Leased Premises and may re-let the same upon such terms as it deems advisable. No termination of this Lease and no re-entry by Lessor shall prevent Lessor from recovering damages for Lessee's breach. No re-entry by Lessor shall be considered a termination of the Lease unless written notice of such intention shall have been given to Lessee.

14. **Fences, Crops and Trees**

The Lessee agrees that he shall construct and maintain any necessary fences and maintain any existing fences within or adjacent to the Leased Premises.

All crops produced by Lessee on the Leased Premises shall be the property of the Lessee.

The Lessee agrees not to cut or remove any existing trees on the Leased Premises without the written consent of the Lessor.

15. **Notice and Demands**

All notices or demands required or permitted hereunder or under any statute shall be in writing and hand delivered or sent postage prepaid, by certified mail to:

Lessor:

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033
Attn: Town Manager

Lessee:

or at such address as the parties hereto shall designate in writing in manner above provided.

16. **Surrender**

Lessee agrees to surrender possession of the Leased Premises to Lessor at the termination of this Lease.

17. **Miscellaneous**

The paragraph headings contained in this Lease are for reference purposes only and shall not control or affect its scope of interpretation in any respect. This Lease and its interpretation shall be governed by the laws of the State of Connecticut. The rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon, the respective heirs, successors and assigns of the parties.

IT WITNESS WHEREOF, the parties hereto have executed this Lease this _____ day of _____, 2016.

Signed, sealed and delivered in the presence of:

LESSOR:
TOWN OF GLASTONBURY

By: _____
Richard J. Johnson
Town Manager

LESSEE:

By: _____

ATTACHMENT C
CIDER MILL PARCEL A LEASE AGREEMENT

The Town of Glastonbury, Connecticut (Lessor) hereby leases to _____
_____(Lessee) the real property (the Premises), more fully described in Exhibit A attached
hereto, on the following terms and conditions:

1. **Term of Lease:** The term of this lease shall be for a period commencing on _____, and ending on _____.

If not in default and subject to the provisions of sections 15, 16 and 17, the Lessee and Lessor shall have the option to renew the lease by mutual agreement _____. The total length of the Agreement not to exceed _____.

Lessee shall vacate the Leased Premises upon expiration or termination of the term unless the Lessor and Lessee renew this Lease, execute a new lease covering the Leased Premises, or agree in writing to an extension of the term.

2. **Rent:** Lessee shall pay to Lessor as rent for the use and possession of the Premises the sum of _____ payable in advance on _____.
3. **Use of Premises:** The Premises shall be used for the purpose of _____. The Premises shall not be used for any other purpose without Lessor's prior written consent.
4. **Deductions From Rent:** The Lessee may deduct from Rent and Additional Rent amounts expended for repairs and improvements to the Cider Mill building on the Premises provided such repairs and/or improvements are approved in advance by the Town Manager.
5. **Operation of Cider Mill:** Lessee shall make all arrangements for cider making operations on the Premises, including all necessary governmental inspections and licensing. Lessee shall provide all necessary cider making equipment.
6. **Payment of Utilities:** Lessee shall pay all charges for the furnishing of gas, water, electricity and all other public utilities to the Premises.
7. **Waste or Nuisance:** Lessee shall not commit or permit the commission by others of any waste on the Premises; maintain or commit or permit the maintenance or commission of any nuisance; or use or permit the use of the Premises for any unlawful purpose.
8. **Insurance Hazards:** Lessee shall not commit or permit the commission of any hazardous acts on the Premises nor use or permit its use in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Premises, and the crops and improvements thereon. Lessee shall, at his expense, comply with all requirements of Lessor's insurance consultant necessary for the continued maintenance at reasonable rates of reasonable fire and liability insurance on the Premises and the improvements and crops thereon. Lessee shall provide Lessor with certificates of insurance in types and amounts required by Lessor's insurance consultant, naming Lessor as an additional insured on each such policy as set forth in Exhibit B.
9. **Maintenance:** Lessee shall, at his expense, keep and maintain the Premises, all improvements thereon, and all facilities appurtenant thereto in good order and repair and in as safe and clean a condition as they were when received by him from Lessor, reasonable wear and tear expected.

10. **Alterations and Liens:** Lessee shall not, without Lessor's prior written consent, make, or permit any other person to make, any alterations to the Premises, or to any improvement thereon or facility appurtenant thereto. Lessee shall keep the Premises free and clear from all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon by Lessee or at his request.
11. **Inspection by Lessor:** Lessee shall permit Lessor or its agents, representatives, or employees to enter the Premises at all reasonable times in order to inspect the Premises to determine whether Lessee is complying with the terms of this lease, and to do all other lawful acts that are necessary to protect Lessor's interest in the Premises.
12. **Acceptance by Lessee:** Lessee accepts the Premises, as well as the improvements thereon and the facilities appurtenant thereto, in their present condition. Lessee warrants and represents to Lessor that Lessee has inspected the Premises, that Lessee has been assured by means independent of Lessor or Lessor's agents of the truth of all facts material to this lease, and that Lessee is leasing the Premises as a result of his inspection and investigation and not of any representations made by Lessor or its agents.
13. **Hold Harmless:** Lessee shall indemnify and hold Lessor and its property, including the Premises, free and harmless from all claims, liability, loss, damage, or expense resulting from Lessee's occupation and use of the Premises, including, without limitation, any claim, liability, loss, or damage arising by reason of:
 - (a) Any injury to person or property, from whatever cause, while in or on the Premises or in any way connected with the Premises or with the improvements or personal property therein or thereon, including any liability for injury to the person or personal property of Lessee or of his agents, officers, or employees;
 - (b) Any work performed on the Premises or materials furnished to the Premises by or at the request of Lessee or his agents or employees;
 - (c) Any failure by Lessee to perform any provision of this lease or to comply with any requirement imposed on him or on the Premises by any duly authorized governmental agency or political subdivision; or
 - (d) Any failure or inability by Lessee to pay as they become due any obligation incurred by him in conducting his agricultural or other operations on the Premises.
14. **Subleasing and Assigning:** Lessee shall not, without Lessor's prior written consent: encumber, assign, or otherwise transfer this lease, or any right or interest herein, in the Premises, or any existing or future improvement constructed or installed thereon; or sublet all or part of the Premises or allow any persons other than Lessee's agents, family, and servants to occupy or use all or any part thereof. Any encumbrance, assignment, transfer, or subletting, whether voluntary or involuntary (by operation of law or otherwise), without Lessor's prior written consent, shall be void and shall entitle Lessor to terminate this lease.

15. **Abandonment by Lessee:** If Lessee breaches this lease and abandons the Premises before the end of the lease term, Lessor may:
- (a) Continue this lease in effect by not terminating Lessee=s right to possession of the Premises. In that event, Lessor may enforce all its rights and remedies under this lease, including the right to recover the specified rent as it becomes due; or
 - (b) Terminate this lease and recover from Lessee:
 - (1) The worth at the time of award of the unpaid rent which had been earned at the time of termination of the lease;
 - (2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
 - (3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and
 - (4) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee=s failure to perform his obligations under this lease
16. **Default by Lessee:** If Lessee shall default in performing any term, provision, covenant, or condition required herein by Lessee to be kept, observed or performed, Lessor may terminate this lease and reenter and regain possession of the Premises.
17. **Insolvency of Lessee:** If Lessee shall become insolvent, this lease shall terminate and Lessor may reenter and regain possession of the Premises. Lessee shall be deemed insolvent if a receiver is appointed to take possession of all or substantially all of his property, Lessee makes a general assignment for the benefit of creditors, or Lessee is adjudicated as a bankrupt under the Federal Bankruptcy Act.
18. **Termination for Convenience:** Notwithstanding any other provision of this lease, Lessor shall have the right to terminate this Lease at any time for its sole convenience upon thirty (30) days prior written notice to Lessee without any liability therefore. Notwithstanding this right, Lessor will attempt to accommodate Lessee, if possible, in the harvest of any growing crop.
19. **Notices:** All notices, demands, requests, consents or approvals given by either party to the other shall be in writing and shall be given two days after being sent by United States Registered Mail, postage pre-paid, to the following address: Lessor - Town of Glastonbury c/o Richard J. Johnson, Town Manager, 2155 Main Street, P.O. Box 6523, Glastonbury, CT 06033-6523 and Lessee - _____
20. **Non-waiver:** Lessor's waiver of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee of either the same or any other provision hereof.
21. **Headings:** Headings in this lease are for convenience only and shall not be used to interpret or construe its provisions.

22. **Governing Law:** This lease shall be construed in accordance with and governed by the laws of the State of Connecticut.
23. **Counterparts:** This lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
24. **Entire Agreement:** This lease constitutes the sole agreement between the parties with regard to the subject matter hereof and supersedes all prior understandings or agreements between the parties relative thereto.
25. **In-Kind Services:** Subject to Town Manager approval, in-kind repairs and improvements may be made in lieu of the rental payments described in Paragraph 2, provided that the value of such in-kind services equals or exceeds rental income derived under Paragraph 2.
26. **Other Conditions:** The Lessee further agrees to adhere to the terms and conditions set forth in RPGL-2017-16, Farmland Ground Lease Multiple Parcels & Cider Mill Parcel A. As such, the submitted proposal shall become a part of this lease agreement but shall not supercede any restrictions listed herein.

Executed on _____ at Glastonbury, Connecticut.

Lessor, Town of Glastonbury

By _____
Richard J. Johnson
Town Manager
Duly Authorized

Lessee,

EXHIBIT A

1287 MAIN STREET

That certain piece or parcel of land shown and designated as "Parcel 'A'" on a certain map or plan entitled "PERIMETER SURVEY DEPICTING LAND TO BE CONVEYED TO THE TOWN OF GLASTONBURY BY CENTERLINE REALTY, CORP. LOCATED AT 1287 MAIN STREET GLASTONBURY, CONNECTICUT DRAWN RE/CX 2/28/99 REVISED C.F.S PARCEL "A" 7/11/2000 CHECKED R.W.S. 7/11/2000 PLOTTED C.F.S 7/11/2000 GRAPHIC SCALE 1 INCH = 100 FT'. Said parcel being more particularly bounded and described as follows:

Commencing at a point in the westerly highway line of Main Street marked by a R.R.S which point marks the northeasterly corner of the parcel herein described and the southeasterly corner of land now or formerly of John R. & Ellenor A. Lacy; thence proceeding S 20° 38' 45" E along the westerly highway line of Main Street a distance of 130.00 feet to a point; thence proceeding S 79° 47' 59" W along other land of the grantor herein a distance of 251.00 feet to a point; thence proceeding N 20° 38' 45" W along other land of the grantor herein a distance of 130.00 feet to a point; thence proceeding N 79° 47' 59" E along other land of the grantor herein and land N/F of John R. & Ellenor A. Lacy, in part by each, a distance of 251.00 feet to the point or place of beginning.

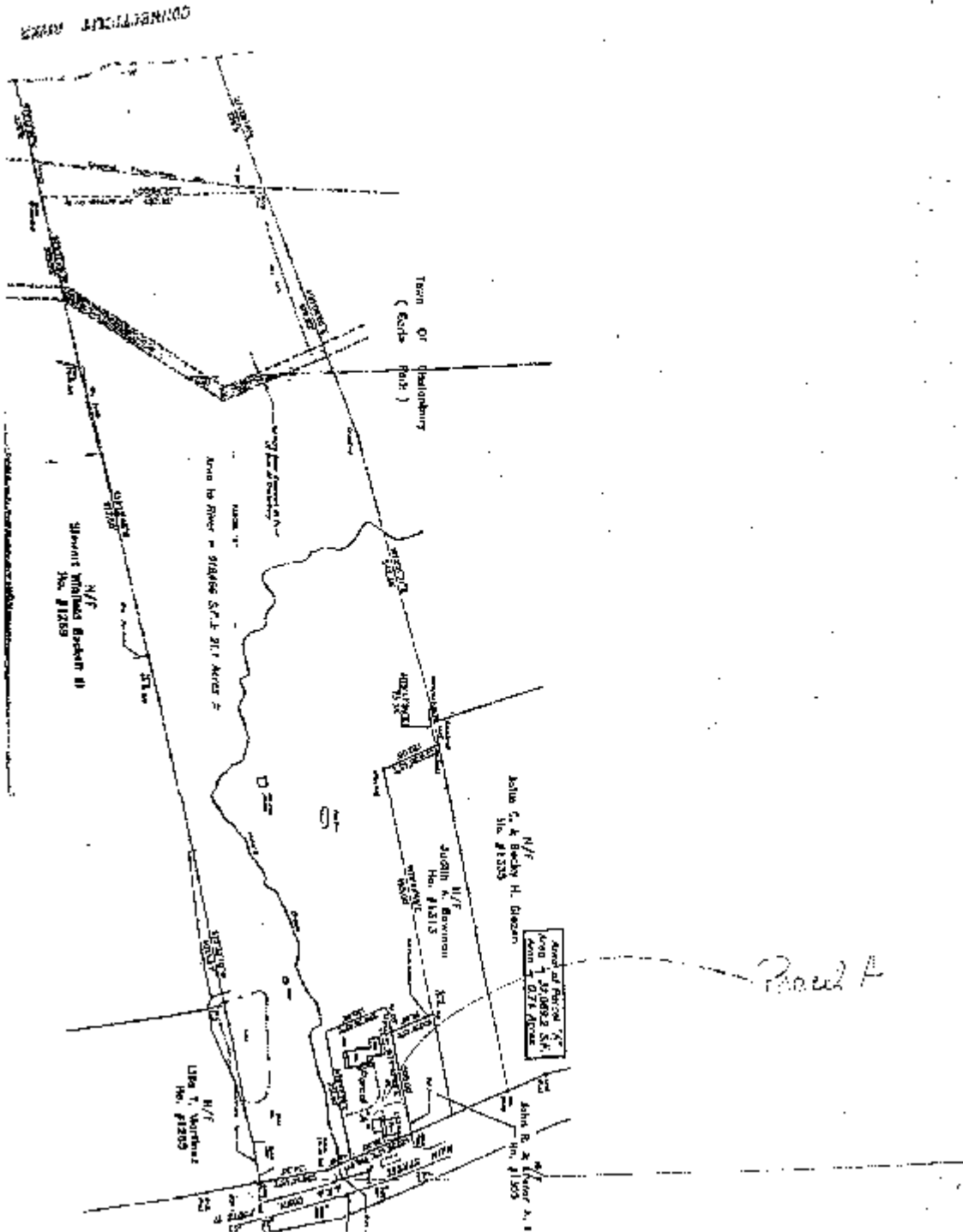


EXHIBIT B

This insurance must be placed with companies approved in Connecticut and with a minimum Best's Rating of A-VIII, subject to final approval by the Town.

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

The Town of Glastonbury and its employees and agents shall be named as an Additional Insured on the Lessee's General Liability and Automobile Liability policies. This insurance shall be primary and non-contributory as regards the Additional Insured parties. A Certificate of Insurance shall be delivered to the Town prior to occupancy of the Premises. The Certificate shall evidence that all of the insurance and extensions are in full effect. The Certificate shall contain a provision that the Town will be given 30 days prior notice of cancellation or non-renewal.