

REQUEST FOR PROPOSALS

RPGL-2010-30

CIDER MILL PROPERTY LEASE

TOWN OF GLASTONBURY

**TOWN OF GLASTONBURY
Request for Proposals
Cider Mill Property**

RPGL-2010-30

The Town of Glastonbury is accepting proposals from persons interested in leasing the Town-owned Cider Mill property for a retail farm stand and seasonal cider mill or other approved commercial/retail uses permitted and approved by the Town Plan & Zoning commission. Interested persons should request the Request for Proposals document from the Purchasing Agent, 2155 Main Street, Glastonbury, CT 06033.

There will be an optional pre-proposal site visit on Wednesday, January 27, 2010, at 10:00 a.m.. Interested parties should meet at the Cider Mill property, 1287 Main Street, Glastonbury, Connecticut 06033.

Proposals may be obtained from the Town website at <http://www.glastonbury-ct.gov>

Proposals must be submitted to the Purchasing Agent no later than 11:00 a.m. on Thursday, February 11, 2010. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Mary F. Visone
Purchasing Agent

INTENT

It is the intent of the Town of Glastonbury to lease Town-owned property for a retail farm stand and seasonal cider mill or other approved commercial/retail uses permitted by the Town Plan & Zoning Commission. Interested parties can submit more than one proposal to lease the parcel.

BASIS FOR SELECTION

Many factors will be considered by the Town in its decision to award the lease. While price 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, type of operation, hours of operation, compatibility with the abutting properties, parking, traffic, noise, capital improvements proposed, building modifications required and benefits to the Town. 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.

PRE-PROPOSAL SITE VISIT(S)

There will be an optional pre-proposal site visit and tour on Wednesday, January 27, 2010, at 10:00 a.m. Potential lessees should meet at the Cider Mill Property, 2187 Main Street, Glastonbury, Connecticut. Potential lessees should be prepared for inclement weather.

TERM OF LEASE

The length of the lease period shall be for a minimum of one year. In the past, the lease term has been varied from being renewable annually for a period not to exceed five years to a multi-year lease.

The Town will consider any and all lease terms, and renewal periods, proposed by potential lessees. It is understood that the lessee may require a longer lease period in order to recover specified capital investments. The Town will consider such proposals.

The final lease term will be subject to negotiation between the Town and interested lessees and lease term may be a significant factor considered as part of the basis for selection.

FARM LAND GROUND LEASE

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.

PROPERTY DESCRIPTION AND CURRENT USES

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.

Parcel A: 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 Lessor 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. 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.” _____ Yes _____ No
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. Please clearly mark all pages “RPGL-2010-30 Cider Mill Property Lease”.

Respectfully submitted:

Signature

Company Name

Title

Address

Date

Telephone Number

E-mail Address

Fax Number

(Seal – If Bid is by a Corporation)

Attest:

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-2010-30, Cider Mill Property Lease. 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/CS 2/8/99 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**INSURANCE**

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Respondent and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Respondents Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Respondents Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

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

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

The Respondent shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Respondent shall provide the Town copies of any such policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Respondent's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Respondent, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Respondent to perform or furnish either of the services, or anyone for whose acts the Respondent may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Proposal Response Page



TOWN OF GLASTONBURY

BID / PROPOSAL

GL # or RPGL #

2010-30

DATE ADVERTISED

DATE / TIME DUE

NAME OF PROJECT

Cider Mill Property Lease

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 _____ *

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

The Respondent acknowledges receipt of the following Addendums:

Addendum #1 _____ Date: _____

Addendum #2 _____ Date: _____

Addendum #3 _____ Date: _____

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 bid is by a Corporation)

Attest

