



# Town of Glastonbury

## Community Development

TO: Town Plan & Zoning Commission

FROM: Gary Haynes, Planner

DATE: January 26, 2024

**RE: Agenda Item No. 4 for 8-24 Referral: Town Lease Agreement for Minnechaug Golf Course**

Guilmette Golf LLC is seeking to renew the lease agreement with the Town of Glastonbury for Minnechaug Golf Course located at 16 Fairway Crossing. The town property is zoned Reserved Land (RL) and Planned Area Development (Village of Minnechaug) and is comprised of 44.15 acres, in which the lessee operates a 9-hole golf course. The proposed lease agreement is for March 2024 to March 2029. Please see the attached memo from the Town Manager requesting a report from the Town Plan and Zoning Commission on the proposed lease the following Town-owned property.

Per CGS Section 8-24, no municipal agency or legislative body shall lease any municipally owned property or public building until the proposal to take such action has been referred to the commission for a report. If the commission supports the leasing of this property, it may approve the following motion:

*MOVED, that the Town Plan and Zoning Commission of the Town of Glastonbury recommends to the Town Council the leasing of 44.15± acres at 16 Fairway Crossing for five years to Guilmette Golf LLC, as described in memorandum by the Town Manager, dated January 25, 2024. Municipal leasing of this parcel is fully consistent with policies established in the 2018 – 2028 Plan of Conservation and Development pertaining to protection of large tracts of land, preservation of open space, and providing of recreational amenities and improving the quality of life in the Town of Glastonbury.*

#### Attachments:

- Memo from Town Manager, dated January 25, 2024, regarding referral to TPZ for 8-24 referral for Lease Agreement regarding the Minnechaug Golf Course
- Draft Lease Agreement with Guilmette Golf LLC for Minnechaug Golf Course



# Town of Glastonbury

TOWN MANAGER'S OFFICE • (860) 652-7500 • Jonathan.Luiz@glastonbury-ct.gov

## MEMORANDUM

To: Shelley Caltagirone, Director of Community Development

From: Jonathan Luiz, Town Manager *jl*

Date: January 25, 2024

**Re: Town Council Action – Referral to Town Plan and Zoning Commission per CGS Section 8-24  
Lease Agreement – Minnechaug Golf Course**

At its meeting held on Tuesday, January 23, 2024, the Town Council referred proposed Lease Agreement between the Town and Guilmette Golf LLC for Minnechaug Golf Course to the Town Plan and Zoning Commission for a report per Connecticut General Statutes Section 8-24. Below is the motion that was approved by the Council.

*"BE IT RESOLVED, that the Glastonbury Town Council hereby refers a proposed new Lease Agreement between the Town and Guilmette Golf LLC to the Town Plan and Zoning Commission for a report, and schedules a public hearing for 8:00 p.m. on Tuesday, February 13, 2024 in the Council Chambers of Town Hall, 2155 Main Street, Glastonbury and/or through Zoom Video Conferencing, as described in a report by the Town Manager dated January 19, 2024."*

Attached is the proposed Lease Agreement in redline format. Please schedule this matter for the Commission's meeting of January 30, 2024. A public hearing will be held at the Council's February 13<sup>th</sup> meeting.

JL/sal  
Attachments

## LEASE AGREEMENT

THIS INDENTURE, made this 13<sup>th</sup> day of March, ~~2019~~2024, by and between the TOWN OF GLASTONBURY, a municipal corporation organized under the laws of the State of Connecticut and located within the County of Hartford and State of Connecticut, hereinafter called the "Lessor", and Guilmette Golf LLC, a Connecticut corporation organized and existing under the laws of said State, located in the Town of Portland, County of Hartford and State of Connecticut, hereinafter called the "Lessee",

WITNESSETH:

### ARTICLE I

#### Grant and Term

1.01 In consideration of the rents, covenants and other obligations contained herein to be paid, observed and performed by the Lessee, including but not limited to the Lessee's promise to take care of the golf course described below for the entire lease period, the Lessor does hereby demise and lease to the Lessee the land, buildings (~~excluding~~ including the restaurant, as herein after defined) and improvements thereon comprising Minnechaug Golf Course and situated in the Town of Glastonbury, County of Hartford and State of Connecticut. A more complete description of the leased premises, including metes and bounds, is attached to and hereby fully incorporated as part of this Lease under the designation of Appendix A. The Lessee understands that the land area may change, increase or decrease in size, with subsequent revisions to the configuration of the nine hole golf course. The Lessor conveys this interest, as it presently exists or may be subsequently adjusted, to the Lessee for the sole purpose of maintaining and operating a nine-hole golf course, pro shop and other social and recreational services reasonably necessary to provide a golf facility for the residents of the Town of Glastonbury and the general public.

1.02 The ~~initial~~ term of this Lease shall be for a period commencing on March 13, ~~2019~~2024 and ending on March 12, ~~2024~~2029. ~~Therefore, unless the Lease is otherwise terminated before the expiration of the term or is extended pursuant to the option to renew described in Paragraph 9.01, the termination date of this Lease shall be March 12, 2024~~2029. ~~Provided that the Tenant has exercised the option to renew the Lease for one additional five year period, the Tenant and the Landlord shall have the option to renew this Lease by mutual agreement for one additional five year term commencing on the day after the expiration date of the prior lease term or extension thereof; provided, however, that the Tenant shall exercise this right to renew by notifying the Landlord in writing of this intent at least one hundred and eight (180) days before said expiration date, and the parties agree that this one hundred and eighty (180) day notice requirement forms an essential part of this renewal agreement so that an attempt by the Tenant to renew the Lease on less than one hundred and eighty (180) day advance notice of the Landlord shall be null and void. If the Lease is renewed, all the terms and conditions of this Lease shall continue in full force and effect. Time shall be of the essence in the exercise of the rights herein.~~

Any further extension of the Lease ~~beyond the original term and the one five year extension described above~~ shall be by mutual agreement of the Landlord and Tenant.

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

1.03 If the Lessee holds over or continues in possession of the leased premises after the expiration or sooner termination of this Lease or any extension thereof, there shall be created a month-to-month tenancy, and all terms of this Lease shall continue in full force and effect as long as the Lessor continues to consent to the Lessee's possession of the leased premises.

1.04 "Common Area" as used in this lease Agreement shall mean (a) in the Building, the entry way for access to and from the Premises and all common lavatory and washroom facilities in the Building, and (b) outside the Building, the parking area, the driveway, and any other areas designated by Lessor as common areas, all as further shown on Appendix-2, attached hereto and made a part hereof.

### ARTICLE II

#### Payment of Rent and Other Fees

2.01 The Lessee shall pay to the Lessor as rent the sum of the following amounts: ~~\$1,001.50~~1,500/per 9 hole equivalent round for all rounds of play at the Property (all uses: golf, foot-golf, etc.)

Such payments will be paid on the 10<sup>th</sup> day of the month following the month in which the rounds of play occurred.

2.02 Upon execution of this lease, Lessee shall deposit in the amount of \$10,000, the receipt whereof (if by check, subject to collection), is hereby acknowledged (the "Security Deposit"). The Security Deposit shall be held

by Lessor as security for the full and faithful performance by Lessee of each and every term, covenant and condition of this Lease on the part of the Lessee to be observed and performed.

### ARTICLE III

#### Lessor's Covenants

3.01 The Lessor covenants that it has good right to lease said premises in the manner aforesaid and lawful authority to enter into this Lease.

3.02 Upon the Lessee's observance and performance of all its covenants, terms and conditions, the Lessor covenants that the Lessee shall peaceably hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by the Lessor, its successors and assigns, subject nevertheless to the terms and conditions of this Lease, including but not limited to easements, restrictions or other matters as appear of record.

3.03 The Lessor covenants at its own expense to provide the Lessee with any operable underground irrigation and water pumping systems at the beginning of the initial term.

3.04 The Lessor covenants at its own expense to provide the Lessee with the equipment listed in Appendix C; said equipment to be used at the Lessee's sole discretion for the purpose of maintaining and operating the nine hole Minnechaug Golf Course.

3.05 The Lessor covenants to be responsible for significant capital improvements to the clubhouse building, pro shop, restaurant, and any other building on the leased premises, defined as those items costing two thousand five hundred dollars or more, as may be needed notwithstanding the provisions of Article VI. The final decision with respect to the improvements rests solely with the Lessor.

3.06 Should any claims be filed with the Lessor that give rise to potential liability for the Lessee, the Lessor shall provide prompt notice of the claim to the Lessee.

### ARTICLE IV

#### Lessee's Covenants

4.01 The Lessee covenants that, at all times during the term of this Lease and any extensions thereof, it will at its own expense maintain, repair and keep in good condition the golf course, including but not limited to the fairways, tees, greens, traps and bunkers; the pro shop and any other buildings presently existing or to be built in the future on the leased premises; and any other facilities located in or on the leased premises, provided however, Lessee shall not be responsible for ~~any restaurant portion of the building or~~ any other building on the leased premises which are not directly utilized by Lessor performance of its obligations under this Lease. The Lessee further covenants that the Lessor's agents shall have the right to enter and inspect the premises at all reasonable times in order to determine the Lessee's faithful performance of the terms of this Lease or to show the leased premises to other parties. The Lessee shall immediately correct any known dangerous condition existing on the leased premises including those brought to the Lessee's attention by written notice from the Lessor's agent or agents. If a dangerous condition cannot be immediately corrected, the Lessee shall prohibit access to such dangerous condition until such time as the condition is remedied. The Lessee shall correct any known defective condition existing on the leased premises as soon as possible but not later than thirty (30) days after receiving a written demand from the Lessor's agent or agents, unless said agent or agents determine that the condition cannot be cured within thirty (30) days, in which case they shall expressly state a reasonable time and the Lessee shall cure the condition within that time.

4.02 Except as provided in Paragraph 3.03, the Lessee covenants at its own expense to maintain and keep in good repair the existing underground irrigation watering system and to use this system at such times and for such periods as is reasonably necessary to maintain the fairways, greens, and tees in good condition in accordance with U.S. Golf Association Standards. The Lessee shall not be responsible for major improvements to the pumps, pump house, components, or controls located in the pump house costing two thousand five hundred dollars or greater unless it is a mutual agreement between the Lessor and Lessee.

4.03 All equipment, machinery and materials listed in Appendix C, attached to and made a part of this Agreement, are the property of the Lessor. The Lessee covenants at its own expense to maintain and keep in good repair the equipment provided to the Lessee by the Lessor listed in Appendix C. The equipment shall be returned to the Lessor at the end of the term in the same condition as it was provided subject to normal wear and tear.

4.04 The Lessee covenants that it will not commit, permit or suffer any waste on the leased premises and will remove all of Lessee's equipment, goods and effects from the leased premises upon the expiration or sooner termination of this Lease or any extension thereof. The Lessee further covenants to surrender the leased premises

at the expiration or sooner termination of the term of this Lease or any extension thereof in as good condition and repair as presently exists, reasonable wear and tear excepted.

4.05 The Lessee covenants to refrain from placing exterior signs or designs, breaking the walls or woodwork, or making any structural alterations or capital improvements, in or on the leased premises or any part thereof, without first obtaining the written consent of the Lessor's authorized representative, the Town Manager, or his designee. The Town Manager may refer any material changes to the Town Council for approval. The Town Council of the Town of Glastonbury shall take up and either approve or reject such a request for consent within sixty (60) days after the Town Council's clerk receives such a request by the Lessee in writing.

4.06 Lessee shall not create or permit to be created or to remain, and shall discharge, any mechanic's, laborer's or materialman's lien, which might be or become a lien, encumbrance or charge upon the Premises or any part thereof. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, Lessee, within thirty (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, after ten (10) days' notice to Lessee, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Lessor shall be entitled, if Lessor so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Lessor and all costs and expenses incurred by Lessor in connection therewith, together with interest thereon at the rate of ten percent (10%) per annum from the respective dates of Lessor's making of the payment of incurring of the cost and expense shall constitute additional rent payable by Lessee under this lease and shall be paid by Lessee to Lessor on demand.

4.07 The Lessee covenants to comply with and conform to all the laws of the United States and the State of Connecticut and the ordinances, by-laws, rules and regulations of the Town of Glastonbury relating to health, nuisance, fire, highways, sidewalks and zoning regulations insofar as the leased premises are or may be concerned, provided however, to the extent that any regulations or rules of the Town of Glastonbury related to the applications of fertilizers, pesticides and/or related materials differ from the laws, regulations, and rules of the State of Connecticut, the laws, rules, and regulations of the State of Connecticut shall be controlling. Further, the Lessee covenants to defend and pay on behalf of the Lessor all fines, penalties and costs for violation of or noncompliance with the laws described above.

4.08 The Lessee covenants to defend, indemnify, hold harmless and pay all costs and legal expenses (including reasonable attorney's fees) incurred by the Lessor, its boards and commissions, officers, agents, employees and servants with regard to all claims for damages of any nature, whether to person or property or both, including but not limited to claims arising out of the use and enjoyment of the golf course, pro shop or any other part of the leased premises by any invitee or licensee; negligent act or omission or any breach of this Lease's covenants by Lessee, its agents or employees or claimed discrimination as described in paragraph 4.15; provided, however, that the Lessee shall not be obligated to defend, indemnify or pay legal costs to the Lessor for claims arising out of the Lessor's own activities. The availability of insurance coverage, as required herein, shall in no way affect the Lessee's duty to defend, pay costs for and indemnify the Lessor. The Lessee shall immediately send the Lessor a written report describing any accident, unusual incident or other problem that may give rise to potential liability.

4.09 Lessee shall purchase and maintain at its own expense and at all times during the term of this lease the following minimum coverages and shall name the Town of Glastonbury as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation in favor of the Town of Glastonbury. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII. In addition, all Carriers are subject to approval by the Town of Glastonbury.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed	
	Operations Aggregate	\$2,000,000
Including:		
<ul style="list-style-type: none"> <li>• Pesticide or Herbicide Application Liability</li> </ul>		
Auto Liability	Combined Single Limit	\$1,000,000
Liquor Liability (If needed for cart service)	Occurrence	\$1,000,000
	Aggregate	\$1,000,000

Professional Liability	Each Claim or Each Occurrence Aggregate	\$1,000,000
	(Golf Pro)	

Umbrella	Each Occurrence	\$4,000,000
(Excess Liability)	Aggregate	\$4,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this lease. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during this lease for two (2) years from the completion date.

Worker's Compensation and Employer's Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

The Lessor will not be responsible for Lessee's personal property, including any improvements to the building and it will be the responsibility of the Lessee to carry appropriate property insurance coverage for the duration of this lease.

Any subcontractors hired by the Lessee to do any work at the leased premises will be required to add the Town of Glastonbury as an Additional Insured.

Original, completed Certificates of Insurance must be presented to the Lessor at or prior to the date of the Amendment to Lease Agreement. Lessee agrees to provide replacement/renewal certificates at least thirty (30) days prior to the expiration date of the policies."

~~The Lessee covenants to purchase and maintain at its own expense and at all times during the term of this Lease the following coverage's and limits:  
Lessee shall agree to purchase and maintain at its own expense and at all times during the term of this Lease the following minimum coverages and shall name the Town of Glastonbury as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation in favor of the Town of Glastonbury. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A" " VIII. In addition, all Carriers are subject to approval by the Town of Glastonbury.~~

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Umbrella	Each Occurrence	\$4,000,000
(Excess Liability)	Aggregate	\$4,000,000

~~If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.~~

Worker's Compensation and Employer's Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

~~The Town of Glastonbury will not be responsible for Lessee's personal property, including any improvements to the building and it will be the responsibility of the Lessee to carry appropriate property insurance coverage for the duration of the contract.~~

~~Any subcontractors hired by the Lessee to do any work at the premises will be required to add the Town of Glastonbury as an Additional Insured.~~

~~Original, completed Certificates of Insurance must be presented to the Town of Glastonbury prior to contract issuance. Lessee agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies.~~

To the fullest extent permitted by law, the Lessee shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against any 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 Lessee'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 Lessee, any person or organization directly or indirectly employed or engaged by the Lessee to perform or furnish either of the services, or anyone for whose acts the Lessee may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

4.10 No sale of alcoholic beverages by the Lessee are allowed outside of the adjacent restaurant operation. The Lessee shall restrict food and beverage service to coffee and basic pre-packaged food and beverages (e.g. snacks, energy bars, water, energy drinks) so as not to compete or conflict with services provided by the adjacent restaurant operation.

4.11 The Lessee covenants to fully stock and adequately staff the golf course, pro shop and all other areas of the leased premises (~~excluding the restaurant~~) during the term of this Lease and any extension thereof for the operation and use of the leased premises as described previously and to keep the premises open for such use continuously and without interruption for such hours and such time as are customary for said operation and use. The Lessee shall hire, train and evaluate starters, rangers and other course employees it deems necessary to staff the operation adequately. The Lessee shall purchase and maintain at its own expense and at all times during the term of this Lease or any extension thereof adequate Workers' Compensation insurance to cover potential liability for work-related injuries to employees of the Lessee and shall furnish the Lessor with certificates of such insurance.

~~4.12 No later than February 1, 2020 and each February 1 following subsequent terms, Lessee will submit to Lessor a statement certified by the manager or an officer of the Lessee, showing the amount of gross revenue generated from the sale of 9 hole equivalent rounds of golf. The Lessee shall also submit other financial information within a reasonable time after reasonable requests made from time to time by the Lessor related to the sale of 9 hole equivalent rounds of golf.~~

~~4.13~~ 4.12 The Lessee covenants to pay all taxes levied on all Lessee's equipment, goods or other personal property it owns and uses in connection with the golf course, pro shop and other parts of the leased premises during the term of this Lease or any extension thereof. The leased premises shall be exempt from municipal real property taxes ordinarily levied by the Town of Glastonbury as long as they are owned by said Town.

~~4.14~~ 4.13 The Lessee covenants not to discriminate with respect to employment, hiring, membership and use and enjoyment of the golf course and related facilities on the basis of race, color, creed, religion, age, sex, marital status, national origin, or physical or mental disability in violation of the laws of the United States or of the State of Connecticut, nor otherwise to commit any unfair employment practice prohibited by law, except that the Lessee may base an adverse hiring, termination or other employment action upon physical or mental disability if the Lessee affirmatively establishes that the disability prevents satisfactory performance of the work involved. The Lessee further covenants to take affirmative action to promote nondiscrimination, to display the provisions of this nondiscrimination clause conspicuously in the pro shop and any other appropriate areas of the leased premises, and to incorporate these nondiscrimination provisions in all contracts executed with labor unions and suppliers of materials and services, as described in Paragraph 4.06.

~~4.15~~ 4.14 The Lessee covenants to prominently display in the pro shop or some other conspicuous area of the leased premises the then-current course rules and regulations, as defined in Appendix B. The Lessee shall also submit a copy of the then-current course rules and regulations to the Lessor to be kept on file in the Town Manager's office.

~~4.16~~ 4.15 The Lessee covenants not to assign this Lease in whole or in part or sublet all or any part of the leased premises without the Lessor's prior written consent in each instance nor to use or permit the use of the leased premises for any purposes other than those described herein without the Lessor's prior written consent. Any attempted assignment or transfer shall be void. Any consent by the Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. The prohibition against assignment or subletting shall be construed to cover any assignment or subletting by operation of law. If this Lease is assigned, or if they or any part hereof are underlet or occupied by any person or entity other than the Lessee, then the Lessor may collect rent from the assignee, undertenant or occupant and apply the amount collected to the rent described herein. No such assignment, underletting, occupancy or collection shall be interpreted as a waiver of this covenant, an acceptance of the assignee as lessee, or a release of the Lessee from further performance of the covenants described herein. Notwithstanding any assignment or sublease, the Lessee shall remain primarily liable under this Lease and shall not be released from performing any of its terms and covenants, but the Lessee and its assignee shall thereafter be jointly and severally liable for the full and faithful performance of the Lessee's obligations under this Lease. Notwithstanding the foregoing prohibition against subletting, Lessee shall sublet the restaurant portion of the leased premises (the "Restaurant") to THD Restaurant Management, LLC (the "Restaurant Sublessee") (the "Restaurant Sublease"). The Restaurant Sublease shall contain, among other things, the terms and conditions set forth in Appendix H attached hereto and made a part hereof. As additional rent under this Lease, Lessee shall pay to Lessor in advance on the first day of each month during the term of the Restaurant Sublease, without demand or setoff, One Thousand and 00/100 Dollars (\$1,000.00) for each of the months of May through

October, and Five Hundred and 00/100 Dollars (\$500.00) for each of the months of January, February, March, April, November, and December. The Lessor reserves the right to negotiate an increase in rent effective March 13, 2025).

4.1716 The Lessee covenants that any and all capital improvements shall be reviewed with and must receive the prior written approval of Lessor. Expenses incurred that may be attributed to the capital improvement allowance include the cost of materials, supplies, equipment, equipment rental or lease, contractual labor or services provided by others, and the wage expense of the personnel employed by the Lessee for hours worked that are directly attributable to completion of a capital improvement by the Lessee's personnel. The Lessee shall provide the Lessor with an itemized report and accounting of the costs incurred for all capital improvements. Copies of paid invoices shall be provided for all materials, supplies, equipment, equipment rental or lease, contractual services, and other out of pocket expenses incurred by the Lessee. The capital expenditure report shall be provided to the Lessor no later than November 15 of each year covered by this Agreement and any extensions thereto.

4.1817 Except as provided in Appendix C, the Lessee covenants to provide at its own expense all materials, equipment, furniture and fixtures which are necessary to furnish the clubhouse, pro shop and maintain the golf course. Equipment to be provided includes, but is not necessarily limited to, the following items: tables and chairs; cash registers; display cases; pro shop fixtures; computer for handicaps; golf carts; course supplies, cups, markers, signs, flags, poles, baskets, etc.; aerator to aerify greens and tees; topdresser to topdress greens and tees; battery charger; compressor; sprayer for applying liquid fertilizer and pesticides; mower for cutting fairways; spreader; greens mower; mower for tees and aprons; rotary mower for rough; and, any other equipment necessary to furnish top quality turf.

4.1918 The Lessee covenants at its own expense to follow a course maintenance program to include the elements listed in Appendix D.

4.2019 The Lessee covenants to employ at its own expense a qualified Golf Course Superintendent with a Bachelor's degree in turf grass management or equivalent experience (for purposes hereof, equivalent experience shall mean not less than 5 years' experience as a Golf Course Superintendent or Assistant Superintendent) and the State approved certification needed to supervise the application of herbicides and pesticides on the golf course.

4.2024 The Lessee shall operate the business upon the premises so that a duplicate sales slip, invoice or non-resettable cash register receipt, serially numbered, or such other device for recording sales as the Lessor approves, shall be issued with each sale or transaction, whether for cash, credit or exchange. Greens fees and golf cart rental fees shall be charged through the pro shop cash register, without exception.

4.21 "The operating charges and utilities at the leased premises shall be the responsibility of Lessee."

~~4.21 (a) For the period of March 1 through November 30 of each lease year, the Lessee covenants to pay the percentage of the utilities as set forth on Appendix F, attached hereto and made a part hereof (the "Operating Charges/Utilities"). The tenant of the restaurant located on the property shall, with the exception of telephone, cable, and internet as provided for in section 4.22(b) below, maintain all utility accounts in its own name. The restaurant tenant shall bill Lessee monthly, or at such other frequency as bill may be rendered to the restaurant tenant, for Lessee's portion of the utilities as set forth on Appendix F. With each such billing, restaurant tenant shall provide a copy of the bill evidencing the utilities for each billing period.~~

~~(b) Lessee should pay for its own telephone, cable and internet service for the pro shop.~~

4.22 Responsibility for Repairs and Maintenance

(a) Lessor's Responsibility. Lessor shall be responsible for structural repairs to the Premise and the Building, including the roofs, walls and foundation of the Building, and the electric, HVAC, gas, plumbing, water, sanitary sewer, and other public utility lines serving the Premises, the Building and the Property, except in the case of any negligence or willful misconduct or Lessee or Lessee's employees, agents, servants or contractors or resulting from Lessee's failure to perform any obligation hereunder, in which case the Lessee shall be responsible.

(b) Lessee's Responsibility for Premises. In addition to any obligation the Lessee has under this Lease, Lessee shall, at its sole cost and expense, maintain, repair and keep the Premise ~~(excluding the restaurant)~~ in good working order, condition and repair, ordinary wear and tear excepted, provided however, Lessee shall not be obligated to undertake any repairs in excess of Two Thousand Five Hundred Dollars. Lessee agrees that, during the term of the Lease, it will keep and maintain in good order, condition and repair and replace as necessary, the interior non-structural portions of the Premises ~~(excluding the restaurant)~~. If Lessee neglects to maintain the Premises ~~(excluding the restaurant)~~ in a manner reasonably satisfactory to Lessor, Lessor shall have the right to perform the maintenance on behalf of the Lessee. Lessee shall reimburse Lessor promptly upon receipt of a bill.



- (c) Lessee's Responsibility of the Common Area. Lessee shall be responsible for the Common Area as mutually agreed with the Other Tenant as described in Appendix G, attached hereto and made of part hereof. Lessee shall, at its sole cost and expense maintain and keep those areas in the Common Area for which it is responsible in good order and condition. If Lessee neglects to maintain the Common Area for which it is responsible in a manner reasonably satisfactory to Lessor, Lessor shall have the right to perform the maintenance on behalf of the Lessee. Lessee shall reimburse Lessor promptly upon receipt of a bill.
- (d) Dangerous Conditions. For the maintenance and repair for which the Lessee is responsible, the Lessee is shall immediately correct any known dangerous condition existing on the Premises (~~excluding the restaurant~~), including those brought to the Lessee's attention by written notice from the Lessor's agent or agents. If a dangerous condition cannot be immediately corrected, the Lessee shall prohibit access to such dangerous condition existing on the Premises (~~excluding the restaurant~~) as soon as possible but not later than thirty (30) days after receiving a written demand from the Landlord's agent or agents, unless said agent or agents determine that the condition cannot be cured within the thirty (30) days, in which case they shall expressly state a reasonable time and the Lessee shall cure the condition with in that time. For the maintenance and repair for which the Lessor is responsible, the Lessee shall immediately notify the Lessor if it becomes aware of any dangerous condition in the Premises, in the Common Area or elsewhere on the Property.

## ARTICLE V

### Guest Fees and Privileges

5.01 The Lessee shall permit individual golfers and groups to use the golf course, pro shop and other facilities on a daily basis by paying green fees at the golf course, subject to any limitations or restrictions imposed in the golf course's rules and regulations. The Lessee shall obtain Lessor's prior written consent for any greens fees or cart rental fee increases; provided that the Lessee may, once a year, increase such greens fees not more than 10% of the prior year's greens fees after providing at least sixty (60) days prior to the proposed increase, a statement of increase in fees to the Town Manager and with the prior written consent of the Town Manager, which consent will not be unreasonably withheld. The statement of increase in fees must include the percentage and amount of the proposed increase, the proposed effective date of the increase, market analysis, operational results, operating expenses and such other information reasonably requested by the Town Manager, all of which must support the proposed increase. The Lessor approved greens fees and cart rental fees for weekday rounds and for rounds played on Saturdays, Sundays, and holidays are included as part of this agreement as described in Appendix E. Any proposed increases by Lessee shall be approved by the Lessor.

5.02 The Lessor may designate certain special classes of players, including but not limited to senior citizens, students and military members, and may charge discounted green fees provided however such discounted green fees shall not be less than those discounted amounts set forth on Appendix E hereof. With prior approval of the Town Manager whose approval shall not unreasonably be withheld, the Lessee may charge reduced greens fees as part of promotional programs designed to increase the number of rounds of play. The Lessee still must pay the Lessor \$~~4.00~~1.50/per 9 hole equivalent as stated in 2.01.

5.03 The Lessor may limit the number of days per year for which the golf course is exclusively used and devoted to private tournament play and other special golf events, such limit being consistent with maintaining the golf course as a public facility.

## ARTICLE VI

### Destruction or Condemnation of the Leased Premises

6.01 If the golf course, pro shop or any other areas of the leased premises is partially damaged or completely destroyed by fire, storm or other casualty during the term of the Lease or any extension thereof, then the Lessor shall have the option to terminate this Lease or repair or rebuild. The Lessor shall mail the Lessee written notice of its decision about whether or not to repair or rebuild within ninety (90) days after the casualty or catastrophic event causing such damage or loss. If the Lessor decides to repair or rebuild, it shall start and complete such projects as speedily as is practicable. The Lessor shall not be obligated to repair or rebuild any equipment or trade fixtures actually owned by the Lessee or improvements installed in the Premises by Lessee. In no event shall the Lessor be held liable for such fire or other casualty or for the rebuilding or repair work subsequently performed. "Partial damage" shall mean damage that is not the Lessee's responsibility to repair pursuant to the terms of this Lease. If such damage substantially interferes with Lessee's operation and intended use of the leased premises, then Lessee may, its sole discretion, terminate this Lease.

6.02 (a) If there is any condemnation or public or quasi-public taking of all or part of the Premises, The Building or the Property during the term of this Lease or any extension thereof, a single arbitrator experienced in commercial real estate leasing appointed by the American Arbitration Association shall promptly determine whether such condemnation or taking so substantially interferes with the Lessee's operation as to destroy the value of the leased premises for the conduct of its business. If the arbitrator finds such a destruction, the Lease shall be terminated and

its terms and covenants shall have no further force and effect. If the arbitrator finds that there is no such destruction, the Lease shall terminate as to the area so taken on the effective date of the condemnation and shall continue in full force and effect as to the remainder of the leased premises. If the Lease continues in effect, the Lessor shall promptly rebuild or repair the leased premises to restore it to its prior condition to the extent this is not rendered impossible by the taking; provided, however, that the Lessor shall have no obligation to rebuild or repair any fixtures, equipment, goods or other personal property owned by the Lessee.

(b) Lessee shall not because of such taking assert any claim against the Lessor or the authority for any compensation because of such taking the Lessor shall be entitled to the entire award or payment in connection therewith, except that Lessee shall have the right to file any separate claim available to Lessee for any taking of the Lessee's personal property, equipment, and fixtures belonging to the Lessee and removable by Lessee upon expiration of the Term pursuant to the terms of this Lease, and for moving expenses, so long as such claims do not diminish the award available to the Lessor and such claim is payable separately to Lessee.

## ARTICLE VII

### Default by Lessee

7.01 In the event of (i) any failure of the Lessee to pay when due any payment required to be paid under the Lease, (ii) any failure of Lessee to perform any of the terms, conditions or covenants of this Lease to be observed or performed by the Lessee, other than monetary payments, for more than thirty (30) days after written notice of such default shall have been mailed to the Lessee or (iii) if the Lessee shall become bankrupt or insolvent or file any debtor proceedings or take or have taken against the Lessee in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Lessee's property, or if the Lessee makes an assignment for the benefit of creditors or if the Lessee shall abandon said premises or suffer this Lease to be taken under any writ of execution, then the Lessor shall have the rights and remedies listed below.

7.02 Remedies. Following the occurrence of a default described above, Lessor, without notice to Lessee in any instance (except where expressly provided for below) may do any one or more of the following:

- a) perform, on behalf and at the expense of Lessee, any obligation of Lessee under this Lease which Lessee has failed to perform, the reasonable cost of which performance by Lessor together with interest thereon at the rate of ten percent (10%) from the date of such expenditure shall be payable by Lessee to Lessor upon demand;
- b) terminate this Lease and the tenancy created hereby by giving notice of such election to Lessee;
- c) re-enter the leased premises by summary proceedings, or otherwise, and remove Lessee and all other persons and property from the leased premises, and store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee without Lessor being liable for trespass or for any loss or damage occasioned thereby; and
- d) exercise any other legal or equitable right or remedy Lessor may have.

All costs and expenses incurred by Lessor, including, without limitation, reasonable attorneys' fees, in enforcing any of its rights and remedies under this Lease shall be repaid to Lessor by Lessee upon demand.

7.03 Damages. If this Lease or Lessee's possessory interest pursuant thereto is terminated by Lessor pursuant to this Article, Lessee nevertheless shall remain liable for (a) all rent and fees and other sums due and all damages which Lessor sustained to the date of such termination, and all costs, fees and expenses, including reasonable attorneys' fees, incurred by Lessor in pursuit of its remedies hereunder and/or in connection with any bankruptcy proceedings of Lessee, if any, and/or in connection with renting the leased premises to others from time to time (collectively, "Termination Damages") plus (b) additional damages which shall be an amount equal to (as of the date of such termination) all rent and fees which, but for the termination of this Lease, would have become due during the remainder of the term of this Lease (collectively, "Residual Damages"). If this Lease or Lessee's possessory interest pursuant thereto is terminated pursuant to this Article, Lessor may rent the leased premises or any part thereof, alone or together with other leased premises, for such period or periods which may be greater or less than the period which otherwise would have constituted the balance of the term of this lease, and on such terms and conditions (which may include concessions for free rent and alterations of the leased premises) as Lessor, in its discretion, may determine. If Lessor relets the leased premises, Lessor shall reimburse Lessee from any rent received prior to the end of the term of this lease from such reletting (in an amount up to but not exceeding the Residual Damages) if and when Lessor receives any such rent. Lessor shall be under no obligation to Lessee to take any action against any new Lessee to enforce payment of any such rent, provided that all costs, including but not limited to reasonable attorneys' fees, incurred by Lessor in reletting the leased premises and enforcing payment of any such rent shall be deducted from amounts otherwise reimbursable to Lessee hereunder to the extent not recovered from such new Lessee.

Any and all rights and remedies which Lessor may have under this Lease, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other and any two or more or all of such rights and remedies may be exercised at the same time.

## ARTICLE VIII

### Miscellaneous Provisions

8.01 The terms, covenants and conditions of this Lease shall bind the parties hereto and their heirs, assignees and successors in interest as the circumstances may require or allow. The words "Lessor" and "Lessee", or any pronoun referring to them, shall be read in the masculine or feminine, singular or plural, and corporate or otherwise as the context may require.

8.02 No failure by the Lessor to enforce the provisions of this Lease upon nonperformance or default by the Lessee with respect to any of its covenants or obligations contained in the Lease shall be construed as a waiver of any of the provisions of this Lease or of the Lessor's right to enforce its terms or to terminate it for subsequent breaches. Any waiver of modification of this Lease agreement must be in writing and signed by the party against whom enforcement is sought.

8.03 This Lease and any appendices attached and incorporated herein set forth all the covenants, agreements, conditions and understandings between the Lessor and Lessee concerning the leased premises, and there are no other covenants, agreements, conditions or understandings, either oral or written, between them other than those herein set forth.

## ARTICLE IX

### Option to Renew

~~9.01 If not in default, the Lessee shall have the option to renew this Lease for one (1) additional term of five years commencing on the day after the expiration date of the prior lease term or extension thereof, provided, however, that the Lessee shall exercise this right to renew by notifying the Lessor in writing of this intent at least one hundred and eighty (180) days before said expiration date, and the parties agree that this one hundred and eighty (180) day notice requirement forms an essential part of this renewal agreement so that an attempt by the Lessee to renew the Lease on less than one hundred and eighty (180) day advance notice to the Lessor shall be null and void. If the Lease is renewed, all the terms and conditions of this Lease shall continue in full force and effect. Time shall be of the essence in the exercise of the rights herein.~~

## ARTICLE IX

### Dispute Resolution

10.01 The parties herein agree that any and all disputes as may arise shall be resolved by way of final, binding arbitration conducted under the rules of the American Arbitration Association. Either party may seek arbitration to resolve any dispute. The parties shall bear the cost of arbitration equally.

## ARTICLE XI

### Reporting of Revenues

11.01 For each month during the term of this Agreement, the Lessee shall submit to the Lessor, by the fifteenth (15<sup>th</sup>) day of the succeeding month, a report showing the revenue from the operation of the premises in such detail as the Lessor may reasonably require. The Lessee, as part of its financial records referenced in Article XII shall, with respect to such report, retain supporting documentation such as sales slips, cash register receipts or other sales records.

11.02 No later than ~~February 1, 2020~~ March 13, 2024 and each ~~February-March 13~~ following subsequent terms, Lessee will submit to Lessor a statement certified by the manager or an officer of the Lessee, showing the amount of gross revenue and such items as the number of rounds, categories of play, revenue from all golf course operations, including but not limited to, greens fees, cart rentals, camps and clinics, lessons, pro shop sales, and tournament and league play fees. Lessor may conduct an audit of Lessee's books and records for the purpose of independently determining the 9 hole equivalent rounds for all rounds of play at the Property. With notice to the Lessee, the

Lessor may conduct examinations once a month, at its own expense, of the Lessee's daily receipts and books and records to determine the number of 9 hole equivalent rounds for all rounds of play at the Property. ▸

## ARTICLE XI

### Maintenance and Examination of Records and Reports

12.01 Lessee agrees to maintain its financial records pertaining to the operation of the leased premises for a period of three (3) years following the termination of this Agreement and further agrees that such financial records shall be open and available to Lessor or Lessor's representative for an examination at all reasonable times during business hours for the purpose of determination and verify the number of 9 hole equivalent rounds for all rounds of play at the leased premises. Lessor shall be entitled at any time within three (3) years after the conclusion of this Agreement to question the sufficiency of any operating fees or the accuracy of the report furnished by Lessee. The Lessee shall deliver to the Lessor such financial reports and backup as the Lessor may reasonably request from time to time.

The Lessee shall preserve for at least three (3) years following the termination of this Agreement, and during the term shall keep original or duplicate books and records which shall disclose all information required to determine and verify gross revenues with respect to the 9 hole equivalent rounds. For purposes of this Agreement, the Lessee's records shall mean the gross income and sales tax returns with respect to each year during the term and all pertinent original sales records; pertinent original sales records shall include, without limitation: (1) cash register tapes, including tapes from temporary registers; (2) serially numbered sales slips; and, such other sales records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of the Lessee's sales. If such audit shall disclose a liability in any year for gross revenues from the sale the 9 hole equivalent rounds in excess of the gross revenues from the sale the 9 hole equivalent rounds previously paid to the Lessor for such year, the Lessee shall promptly pay such liability.

IN WITNESS WHEREOF, the said parties have executed this Lease, under their respective seals, the day and year first above written:

Signed, Sealed and Delivered  
In the presence of:

LESSOR:  
TOWN OF GLASTONBURY

\_\_\_\_\_

By: \_\_\_\_\_  
Richard J. Johnson, Jonathan Luiz, Town Manager

\_\_\_\_\_  
\_\_\_\_\_

LESSEE:  
GUILMETTE GOLF, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Christopher Guilmette, Partner

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Matthew Guilmette, Partner

\_\_\_\_\_

By: \_\_\_\_\_

STATE OF CONNECTICUT: \_\_\_\_\_  
: \_\_\_\_\_ ss. GLASTONBURY  
COUNTY OF HARTFORD :

On this ~~13<sup>th</sup>~~ day of ~~March~~ ~~February, 2019~~ 2024, personally appeared ~~Richard J. Johnson~~ Jonathan Luiz, Town Manager of the Town of Glastonbury, as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Town Manager and the free act and deed of said municipal corporation, before me.

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT \_\_\_\_\_:  
\_\_\_\_\_ : ss. GLASTONBURY.  
COUNTY OF HARTFORD \_\_\_\_\_:

On this ~~13<sup>th</sup>~~ day of March, 2019 ~~2024~~, personally appeared Christopher Guilmette, as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Partner and the free act and deed of said corporation, before me.

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT \_\_\_\_\_:  
\_\_\_\_\_ : ss. GLASTONBURY  
COUNTY OF HARTFORD \_\_\_\_\_:

On this ~~13<sup>th</sup>~~ day of March, 2019 ~~2024~~, personally appeared ~~Matthew Guilmette~~, as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Partner and the free act and deed of said corporation, before me.

\_\_\_\_\_  
Notary Public

## APPENDIX A

Certain pieces or parcels of land situation on the northerly side of Manchester Road and the northerly side of Fairway Crossing in the Town of Glastonbury, County of Hartford and State of Connecticut, being shown as "OPEN SPACE 43.49 AC," "OPEN SPACE 5.00 AC" and "OPEN SPACE 4.48 AC", on a certain map or plan entitled:

"Drawing Title The Village At Minnechaug Recreation & Open Space Areas Glastonbury – CT. Project THE VILLAGE AT MINNECHAUG Glastonbury – Connecticut design professionals, Inc. Civil Engineers. Planners. Surveyors 1170 Ellington Road (Route 30, South Windsor, Connecticut 06074 Graphic Scale 1 inch = 100 ft. Job No.:87120 Date: August 1988 Drawing No.: d:/mine/120ease Sheet 1/2 Sheet 2/2".

Also, including that piece or parcel of land shown as "OPEN SPACE AREA = 41,920 S.F. 0.96 AC. TO BE CONVEYED TO THE TOWN OF GLASTONBURY", shown on a certain map or plan entitled:

"LOT LINE REVISIONS MINOR AMENDMENTS PLOT PLAN THE VILLAGE AT MINNECHAUG GLASTONBURY, CONN. REINO E. HYYPPA & ASSOCIATES CIVIL ENGINEERS & LAND SURVEYORS 124 HEBRON AVENUE GLASTONBURY, CONN. 06033 (860) 633-5218 SCALE: 1" = 40' DATE: 3-9-98 MAP NO: 72-97-1H REV. 4-22-98 REV. 10-14-98 REV 9-8-00 REV. 10-11-00 REV. 01-02-01"

Also, including those pieces or parcels of land shown as "PARCEL 'A' TO BE CONVEYED TO TOWN OF GLASTONBURY AREA = 3,521 S.F. 0.08 AC.", "PARCEL 'B' TO BE CONVEYED TO TOWN OF GLASTONBURY (PRIVATE CONSERVATION EASEMENT) AREA = 22, 102 S.F. 0.51 AC." and "PARCEL 'F' TO BE CONVEYED TO THE TOWN OF GLASTONBURY AREA = 2,923 S.F. 0.07 AC." shown on a certain map or plan entitled:

"LOT LINE REVISIONS LOT 48-53 THE VILLAGE AT MINNECHAUG GLASTONBURY, CONN. REINO E. HYYPPA & ASSOCIATES, INC. CIVIL ENGINEERS & LAND SURVEYORS 124 HEBRON AVENUE GLASTONBURY, CONN 06033 (860) 633-5218 SCALE: 1" = 40' DATE: 09-05-00 MAP NO.: 72-97-1P REV. 10-11-00 REV. 01-02-01 REV. 06-28-01".

Also, excluding those pieces or parcels of land shown as "N/F TOWN OF GLASTONBURY TOTAL AREA TO BE CONVEYED TO T&M HOMES 17,916 S.F. (0.41 AC.)" and N/F TOWN OF GLASTONBURY "PARCEL 'C' AREA = 5,604 S.F. 0.13 AC", "PARCEL 'D' AREA = 5,616 S.F. 0.13 AC" and "PARCEL 'E' AREA = 9,182 S.F. 0.21 AC" shown on a certain map or plan entitled:

"LOT LINE REVISIONS MINOR AMENDMENTS PLOT PLAN THE VILLAGE AT MINNECHAUG GLASTONBURY, CONN. REINO E. HYYPPA & ASSOCIATES CIVIL ENGINEERS & LAND SURVEYORS 124 HEBRON AVENUE GLASTONBURY, CONN. 06033 (860) 633-5218 SCALE: 1" = 40' DATE: 3-9-98 MAP NO: 72-97-1H REV. 4-22-98 REV. 10-14-98 REV 9-8-00 REV. 10-11-00 REV. 01-02-01"

## APPENDIX B

### RULES GOVERNING PLAY ON GOLF COURSE

1. The starter or ranger will have authority to regulate all play. Violation of rules will result in removal from golf course.
2. The golf course will have posted hours of play with rounds allowed to begin within that time frame only. No play is allowed prior to opening or after closing.
3. Round of golf begins on #1 tee and proceeds in sequence until conclusion. No exceptions from golfers in skipping holes without authorization from Pro Shop staff.
4. No coolers are allowed on the golf course.
5. If you find that you are playing slowly and holding up golfers behind you, please call them through or pick up. Allow no more than five (5) minutes to search for a lost ball.
6. Golf carts and pull carts are allowed no closer than thirty (30) feet from the greens and no closer than fifteen (15) feet from the tees. Power golf carts must be driven in rough and cross fairway at ninety (90) degrees when they reach ball location.
7. No more than two (2) players may ride on a cart.
8. No more than one (1) person may play out of a single golf bag.
9. No dogs are allowed on the golf course.
10. Please repair all ball marks on the greens and replace your divots on the fairways.
11. Please rake the sand traps after you have hit out of them and return the rake to its proper position.
12. U.S.G.A. rules govern play except where posted local rules apply.



APPENDIX C

FURNITURE & EQUIPMENT LIST

PRO SHOP

- 1 Public Svc. Counter
- 3 Wall Display Units
- 1 Wood Display Case – Upright
- 1 Safe
- 1 T.V.

MAINTENANCE GARAGE EQUIPMENT

- 2 Benches
- 1 Desk, 5' x 34"
- Shelving
- Computer
- Toro OSMAC

## APPENDIX D

### MINIMUM GENERAL MAINTENANCE STANDARDS

#### 1. **General**

Lessee shall perform the following maintenance services at no less than the frequencies indicated in these specifications.

#### 2. **Greens Maintenance**

Lessee shall maintain all greens according to accepted industry standards, observing the following minimum standards.

- a. Change cups and repair ball marks as needed to eliminate damage and unnecessary wear and tear.
- b. Mow greens not less than 1/8" and not more than 1/5" five times per week (March through October). Greens shall be mowed with a reel type mower with no less than seven blades per reel. Mower shall be designed specifically for mowing golf course greens and shall be of the type, make and model accepted by the golf industry.
- c. Verticut all greens as needed, as determined by Lessee.
- d. Aerify greens not less than two (2) times per year or more if needed as determined by Lessee. Top dress with approved material as to type and quantity following each aeration of greens.
- e. Lessee shall have the soil analyzed within three months after the start of the term of the contract and once every two (2) years thereafter. Apply fertilizer and lime in the quantity and type recommended by the soil analysis in a manner to provide uniform growth of turf.
- f. Treat greens with proper chemicals to control insects, disease, weeds and other pests using Integrated Pest Management Program.

#### 3. **Tee Maintenance**

Maintain all tees according to accepted industry standards, observing the following requirements:

- a. Service tees daily by moving tee markers and benches. Change tee towels weekly and keep ball washers filled to proper level with water and appropriate cleaning agent.
- b. Mow tees three times per week with a reel type mower at no less than 1/2" or no more than 3/4".
- c. Verticut tees as needed for thatch removal as determined by Lessee.

## APPENDIX D

### MINIMUM GENERAL MAINTENANCE STANDARDS (continued)

- d. Aerify tees not less than (2) times per year or more frequently if needed and top dress as determined by Lessee.
- e. Repair worn and damaged turf areas as they occur by over seeding or sodding to ensure playable tees at all times.
- f. Treat tees for control of insects, disease, weeds, and other pests as necessary to maintain healthy turf using an Integrated Pest Management Program.
- g. Lessee shall have the soil analyzed within three months after the start of the term of the contract and once every two (2) years thereafter. Apply fertilizer and lime in the quantity and type recommended by the soil analysis in a manner to provide uniform growth of turf.

#### 4. Fairway Maintenance

Maintain all fairways according to accepted industry standards, observing the following requirements:

- a. Mow fairways with a reel type mower at 1" or less at least three times per week to insure sustaining the turf height.
- b. Verticut fairways as needed for turf health and playing conditions, as determined by Lessee.
- c. Aerify fairways -not less than one (1) time per year or more frequently if needed, as determined by Lessee.
- d. Repair worn and damaged turf areas as they occur by over seeding or sodding to ensure playable fairways at all times.
- e. Treat fairways for control of insects, disease, weeds, and other pests as necessary to maintain healthy turf using an Integrated Pest Management Program.
- f. Lessee shall have the soil analyzed within three months after the start of the term of the contract and once every two (2) years thereafter. Apply fertilizer and lime in quantity and type recommended by the soil analysis in a manner to provide uniform growth of turf.

#### 5. Maintenance of Other Turf Areas

Maintain all other turf areas according to accepted industry standards observing the following requirements:

- a. Mow at least once per week April through October and as growth requires November through March.
- b. Overseed, resod, and top dress damaged and worn areas as necessary.

## APPENDIX D

### MINIMUM GENERAL MAINTENANCE STANDARDS (continued)

- c. Treat turf to control weeds, disease, insects, and other pests as necessary to maintain a healthy turf using an Integrated Pest Management Program.
- d. Apply fertilizer and lime at accepted standards to insure healthy turf.

#### **6. Maintenance of Accessory-Equipment**

Maintain all golf course accessory equipment in clean, safe, functional condition at all times, including but not limited to the following:

- a. All signage.
- b. Tee benches, markers, mats, ball washers, and towels, etc.
- c. Out of bounds markers.
- d. Directional flags and poles.
- e. Distance markers.
- f. Green flags, poles, and cups.

#### **7. Irrigation**

The operator shall maintain in good repair the entire irrigation system to include main lines, backflow gates and controls, valves, lateral lines, sprinkler heads, and controllers, etc. The operator shall irrigate as necessary to maintain adequate moisture to insure healthy turf development. Adequate soil moisture shall be determined by soil probes, moisture sensing devices, turbidity, visual inspection and other methods in the industry. Perform end of season “blow-out of all irrigation systems. The operator shall record all water usage.

#### **8. Other Required Duties**

The operator shall undertake the accessory maintenance requirements to insure in the safety and good condition of all physical structures and natural features on the golf course to include but not limit the following.

- a. Remove litter from the golf course grounds including the golf course proper landscaped areas. Remove all trash and debris resulting from maintenance as it occurs. Clean, repair and replace trash receptacles as necessary to maintain clean, safe and sanitary conditions at all times.
- b. Maintain shrub and ground cover planting areas in a manner to promote proper health and aesthetically pleasing appearance at all times. Plant annuals to enhance the existing and proposed ornamental landscape.

## APPENDIX D

### MINIMUM GENERAL MAINTENANCE STANDARDS (continued)

- c. Maintain trees and woodlands in a safe, healthy and aesthetically pleasing condition at all times, keeping adjacent turf areas mowed and trimmed to the trunks of the trees.
- d. Maintain sand traps in raked, edged, and weed free condition at all times, replacing sand as necessary. Pump/remove any standing water and rake daily.
- e. Take whatever measures are necessary to prevent and alleviate any erosion, fire damage, and rodent damage at all times.
- f. Maintain wetlands, creeks, drainage areas, and ponds as necessary to protect the physical integrity of these natural features including trash removal, mowing, filtering, etc.
- g. Perform any cart path repair and/or maintenance.
- h. Lessee shall be responsible for maintenance and repairs to structures on the golf course including but not limited to the pro-shop and pump house, ~~but excluding the restaurant and restaurant~~. Lessee shall not be responsible for major and structural improvement items costing two thousand five hundred dollars or greater.

**APPENDIX E**

**GREENS FEES 20182024**

**GREENS AND MEMBERSHIP FEES**

**Greens Fees – Minnechaug Golf Course – 2024**

<b><u>WEEKDAY RATES FOR GLASTONBURY RESIDENTS</u></b>	<b><u>9 HOLES</u></b>	<b><u>18 HOLES</u></b>
<b><u>Adults 18-59</u></b>	<b><u>\$20.00</u></b>	<b><u>\$30.00</u></b>
<b><u>Seniors 60+</u></b>	<b><u>\$16.00</u></b>	<b><u>\$26.00</u></b>
<b><u>Juniors 17 &amp; Under</u></b>	<b><u>\$15.00</u></b>	<b><u>\$25.00</u></b>
<b><u>Military, 1<sup>st</sup> Responders, Educators</u></b>	<b><u>\$15.00</u></b>	<b><u>\$25.00</u></b>
<b><u>Golf Cart (must be 18 years old)</u></b>	<b><u>\$12.00</u></b>	<b><u>\$21.00</u></b>

<b><u>WEEKEND &amp; HOLIDAY RATES FOR GLASTONBURY RESIDENTS</u></b>	<b><u>9 HOLES</u></b>	<b><u>18 HOLES</u></b>
<b><u>Adults 18-59</u></b>	<b><u>\$210.00</u></b>	<b><u>\$310.00</u></b>
<b><u>Seniors 60+</u></b>	<b><u>\$176.00</u></b>	<b><u>\$276.00</u></b>
<b><u>Juniors 17 &amp; Under</u></b>	<b><u>\$15.00</u></b>	<b><u>\$25.00</u></b>
<b><u>Military, 1<sup>st</sup> Responders, Educators</u></b>	<b><u>\$15.00</u></b>	<b><u>\$25.00</u></b>
<b><u>Golf Cart (must be 18 years old)</u></b>	<b><u>\$12.00</u></b>	<b><u>\$21.00</u></b>

<b><u>WEEKDAY RATES FOR NON-GLASTONBURY RESIDENTS</u></b>	<b><u>9 HOLES</u></b>	<b><u>18 HOLES</u></b>
<b><u>Adults 18-59</u></b>	<b><u>\$21.00</u></b>	<b><u>\$31.00</u></b>
<b><u>Seniors 60+</u></b>	<b><u>\$17.00</u></b>	<b><u>\$27.00</u></b>
<b><u>Juniors 17 &amp; Under</u></b>	<b><u>\$15.00</u></b>	<b><u>\$25.00</u></b>
<b><u>Military, 1<sup>st</sup> Responders, Educators</u></b>	<b><u>\$15.00</u></b>	<b><u>\$25.00</u></b>
<b><u>Golf Cart (must be 18 years old)</u></b>	<b><u>\$12.00</u></b>	<b><u>\$21.00</u></b>

<b><u>WEEKEND &amp; HOLIDAY RATES FOR NON- GLASTONBURY RESIDENTS</u></b>	<b><u>9 HOLES</u></b>	<b><u>18 HOLES</u></b>
<b><u>Adults 18-59</u></b>	<b><u>\$22.00</u></b>	<b><u>\$32.00</u></b>
<b><u>Seniors 60+</u></b>	<b><u>\$18.00</u></b>	<b><u>\$28.00</u></b>
<b><u>Juniors 17 &amp; Under</u></b>	<b><u>\$15.00</u></b>	<b><u>\$25.00</u></b>
<b><u>Military, 1<sup>st</sup> Responders, Educators</u></b>	<b><u>\$15.00</u></b>	<b><u>\$25.00</u></b>
<b><u>Golf Cart (must be 18 years old)</u></b>	<b><u>\$12.00</u></b>	<b><u>\$21.00</u></b>

<b><u>Replay Rates</u></b>	<b><u>9 HOLES</u></b>	<b><u>18 HOLES</u></b>
<b><u>Weekdays, Weekends, Holidays</u></b>	<b><u>\$10.00</u></b>	<b><u>\$10.00</u></b>
<b><u>Golf Cart</u></b>	<b><u>\$9.00</u></b>	<b><u>\$9.00</u></b>

	2018
<u>9 Holes</u>	<u>Minnechaug Resident/Non-Resident</u>
Weekday	\$18.00/19.00
Weekends/Holidays	\$19.00/20.00
Senior/Junior weekdays	\$15.00/16.00
weekends	\$16.00/17.00
<hr/>	
Cart Rental	\$9.00/per person

Replay Rate:  
\$9.00 Green Fee  
\$6.00 Cart

Restrictions:  
Fees are for Town of Glastonbury Residents—ID Required  
Seniors: 60 & Older  
Juniors: 17 & Under

2018 Memberships:  
Single—\$599 (includes 10% dues tax)  
Senior—\$499(includes 10% dues tax)  
Jr. Summer Pass—valid 6/1-9/1/18

**APPENDIX E**

**GREENS AND MEMBERSHIP FEES (continued)**

**Membership Fees – Minnechaug Golf Course – 2024**

<b><u>CARTS</u></b>	<b><u>9 HOLES</u></b>	<b><u>18 HOLES</u></b>
<b><u>Members Cart Rate</u></b>	<b><u>\$9.00</u></b>	<b><u>\$18.00</u></b>

<b><u>MEMBERSHIP STATUS</u></b>	<b><u>RATES</u></b>
<b><u>Single</u></b>	<b><u>\$700.00</u></b>
<b><u>Senior</u></b>	<b><u>\$600.00</u></b>
<b><u>Military/First Responders/Educator</u></b>	<b><u>\$500.00</u></b>
<b><u>College Students</u></b>	<b><u>\$450.00</u></b>
<b><u>Junior Season Pass</u></b>	<b><u>\$320.00</u></b>
<b><u>Junior Summer Pass</u></b>	<b><u>\$220.00</u></b>
<b><u>Family Season Pass (Adult)</u></b>	<b><u>\$700.00</u></b>
<b><u>2<sup>nd</sup> Adult</u></b>	<b><u>\$600.00</u></b>
<b><u>1<sup>st</sup> Junior</u></b>	<b><u>\$220.00</u></b>
<b><u>2<sup>nd</sup> Junior</u></b>	<b><u>\$100.00</u></b>
<b><u>Family Season Pass (Senior)</u></b>	<b><u>\$600.00</u></b>
<b><u>2<sup>nd</sup> Senior</u></b>	<b><u>\$500.00</u></b>
<b><u>1<sup>st</sup> Junior</u></b>	<b><u>\$220.00</u></b>
<b><u>2<sup>nd</sup> Junior</u></b>	<b><u>\$100.00</u></b>
<b><u>Multi-Junior Pass</u></b>	<b><u>\$320.00</u></b>
<b><u>2<sup>nd</sup> Junior</u></b>	<b><u>\$220.00</u></b>
<b><u>3<sup>rd</sup> Junior</u></b>	<b><u>\$100.00</u></b>



APPENDIX FE

OPERATING CHARGES/UTILITIES

	<u>Guilmette LLC</u>	<u>Giovanni's</u>	
<b>Electricity</b>	Pump House (100%)	Building (100%)	
<b>Natural Gas</b>	0%	100%	
<b>Manchester Water</b>	50%	50%	
<b>Sewer Use</b>	50	50%	
<b>Phone/Cable/Internet</b>	Guilmette and Giovanni's to separately fund these services		
<b>Trash/Recycle Cost *</b>	Costs sharing to be determined		
<b>Snowplowing**</b>	0%	100%	<u>0%</u>
<b>Grounds Maintenance</b>	100%	0%	
<b>Grease Disposal</b>	0%	100%	

~~\*Trash/Recycle Cost: Lessee will pay 50% of trash/recycling cost March 1<sup>st</sup> – November 30<sup>th</sup>. The restaurant Lessee will be responsible for 100% of trash/recycling December 1<sup>st</sup> – February 28<sup>th</sup>.~~

\*\*Town of Glastonbury will be responsible for plowing.

APPENDIX GF

COMMON AREAS

The Lessee shall be responsible for grounds maintenance for the golf course, and the common areas shown on Exhibit A-2.