



Town of Glastonbury

Community Development

TO: Town Plan & Zoning Commission

FROM: Gary Haynes, Planner

DATE: August 14, 2024

RE: **8-24 Referral: Town Lease Agreement for Old Cider Mill Parcel A 1287 Main Street**

Riverview Farms LLC is seeking to renew the lease agreement with the Town of Glastonbury for Old Cider Mill Parcel A located at 1287 Main Street. The town property is zoned Reserved Land (RL). The proposed lease agreement is for September 11, 2024 to September 10 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 Old Cider Mill Parcel A at 1287 Main Street for five years to Riverview Farms LLC, as described in memorandum by the Town Manager, dated August 2, 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 agriculture and open space, and providing of recreational amenities and improving the quality of life in the Town of Glastonbury.

Attachments:

- Memo from Town Manager, dated August 2, 2024, regarding referral to TPZ for 8-24 referral for Lease Agreement regarding the Old Cider Mill Parcel A 1287 Main Street
- Draft Lease Agreement with Riverview Farms LLC for Old Cider Mill Parcel A 1287 Main Street



Town of Glastonbury

PARKS & RECREATION • (860) 652-7679 • Info-line: (860) 652-7689 • Recreation@glastonbury-ct.gov

ITEM 5(B)
08-06-2024 Meeting

TO: The Glastonbury Town Council
PREPARED BY: Lisa Zerjo, Director of Parks and Recreation *LZ*
REVIEWED BY: Jonathan Luiz, Town Manager *je*
DATE: August 2, 2024
RE: Lease – Old Cider Mill – Parcel A – 1287 Main Street

This is a proposal to approve a new Lease Agreement for the Town-Owned property at 1287 Main Street, Parcel A (Old Cider Mill). The Town purchased the property in 2000 and has leased the property to Riverview Farms for over 20 years. Over the years, Riverview Farms has operated a seasonal farm stand and petting zoo, usually open from September through the end of October.

The lease for this property was last subjected to a Request for Proposal (RFP) process in 2016 and went through the bid process again in July 2024. Riverview Farms was the sole respondent to the recent RFP.

A copy of the draft lease is attached and summarized as follows:

Lease Term: September 11, 2024 – September 10, 2029 (with an option to renew for an additional five-year term).
Annual Rent: \$1,500 per month

There are two requirements to be satisfied before approval of the new Lease Agreement can proceed. First, is a referral to the Town Plan and Zoning Commission (TP&Z) for report per Connecticut General Statutes (CGS) Section 8-24. Second, is for the Town Council to hold a public hearing per CGS Section 7-163e.

The following motion is offered for Town Council consideration:

"BE IT RESOLVED, that the Glastonbury Town Council hereby refers a proposed new Lease Agreement between the Town and Riverview Farms LLC at 1287 Main Street, Parcel A, to the Town Plan and Zoning Commission for a report, and schedules a public hearing for 8:00 p.m. on Tuesday, September 10, 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 Director of Parks & Recreation dated August 2, 2024."

Attachment

Gary Haynes

From: Shelley Caltagirone
Sent: Friday, August 9, 2024 8:24 AM
To: Susan Lauzier; Lisa Zerio
Cc: Jonathan Luiz; Gary Haynes; Glynis McKenzie
Subject: RE: Town Council Action 08/06/24 - Lease - 1287 Main Street, Parcel A - Old Cider Mill

Thank you, Sue. We have this on the 8/20 TPZ agenda.

Shelley Caltagirone
Director of Community Development
Town of Glastonbury
(860) 652-7515 | shelly.caltagirone@glastonbury-ct.gov

From: Susan Lauzier <susan.lauzier@glastonbury-ct.gov>
Sent: Thursday, August 8, 2024 4:47 PM
To: Shelley Caltagirone <shelley.caltagirone@glastonbury-ct.gov>; Lisa Zerio <lisa.zerio@glastonbury-ct.gov>
Cc: Jonathan Luiz <jonathan.luiz@glastonbury-ct.gov>; Gary Haynes <gary.haynes@glastonbury-ct.gov>; Glynis McKenzie <glynis.mckenzie@glastonbury-ct.gov>
Subject: Town Council Action 08/06/24 - Lease - 1287 Main Street, Parcel A - Old Cider Mill

Hi Shelley and Lisa,

This will confirm that at its meeting of Tuesday, August 6, 2024, the Council approved the action to refer this matter to the TP&Z per CGS Sec 8-24 and schedule a public hearing as follows:

"BE IT RESOLVED, that the Glastonbury Town Council hereby refers a proposed new Lease Agreement between the Town and Riverview Farms LLC at 1287 Main Street, Parcel A, to the Town Plan and Zoning Commission for a report, and schedules a public hearing for 8:00 p.m. on Tuesday, September 10, 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 Director of Parks & Recreation dated August 2, 2024."

Shelley, please schedule the Lease Agreement for the next TP&Z meeting. A Council public hearing is scheduled for September 10th. Attached is the memo to Council for background information along with a redlined draft of the Lease.

Lisa, I believe you and Jonathan are going to discuss the rent question that came up during the Council meeting.

Please confirm receipt of this email and note your records accordingly.

Thanks,
Sue

Susan Lauzier
Executive Assistant to the Town Manager
Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033
(860) 652-7500
susan.lauzier@glastonbury-ct.gov

ATTACHMENT B
SAMPLE LEASE AGREEMENT

The Town of Glastonbury, Connecticut (Lessor) hereby leases to Riverview Farms LLC (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 9/11/2024, and ending on 9/10/2029.

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 for an additional five-year term. The total length of the Agreement not to exceed 10 years.

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 \$1,500/ month payable according to Exhibit C which is attached. All Payments are to be made by check or by electronic deposit. If any rent for any month is not paid by the tenth day after it becomes due, the Lessee agrees to pay a late charge fee of (5%) of the overdue installment of rent due Lessor.
3. **Use of Premises:** The Premises shall be used for the purpose of a Farm Stand and Petting Zoo. 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 Old Cider Mill building on the Premises provided such repairs and/or improvements and the cost of said improvements are approved in advance by the Town Manager.
5. **Payment of Utilities:** Lessee shall pay all charges for the furnishing of gas, water, electricity and all other public utilities to the Premises.
6. **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.
7. **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 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 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.
8. **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. Lessee is responsible for providing, at its own cost, controls on the Premises for bees, hornets and wasps. Lessee is also responsible, at its own cost, for the collection and removal of all solid waste and recycleables generated on the Premises by itself and its customers.

9. **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.

10. **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.

11. **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.

12. **Hold Harmless:** To the fullest extent permitted by law, the Lessee shall indemnify and hold harmless the Town of Glastonbury 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) to the extent 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, or breach of its obligations herein or by 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.

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.

13. **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.

14. **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
15. **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.
16. **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.
17. **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.
18. **Notices:** All notices, demands, requests, consents or approvals given by either party to the other shall be in writing to the Town Manager or his/her designee, either by email to Jonathan.Luiz@glastonburyct.gov or to the following address: Lessor - Town of Glastonbury, Town Manager, 2155 Main Street, P.O. Box 6523, Glastonbury, CT 06033-6523 and Lessee — Bethanne Couture, 593 Tryon Street, South Glastonbury, CT 06073.
19. **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.
20. **Headings:** Headings in this lease are for convenience only and shall not be used to interpret or construe its provisions.
21. **Governing Law:** This lease shall be construed in accordance with and governed by the laws of the State of Connecticut.

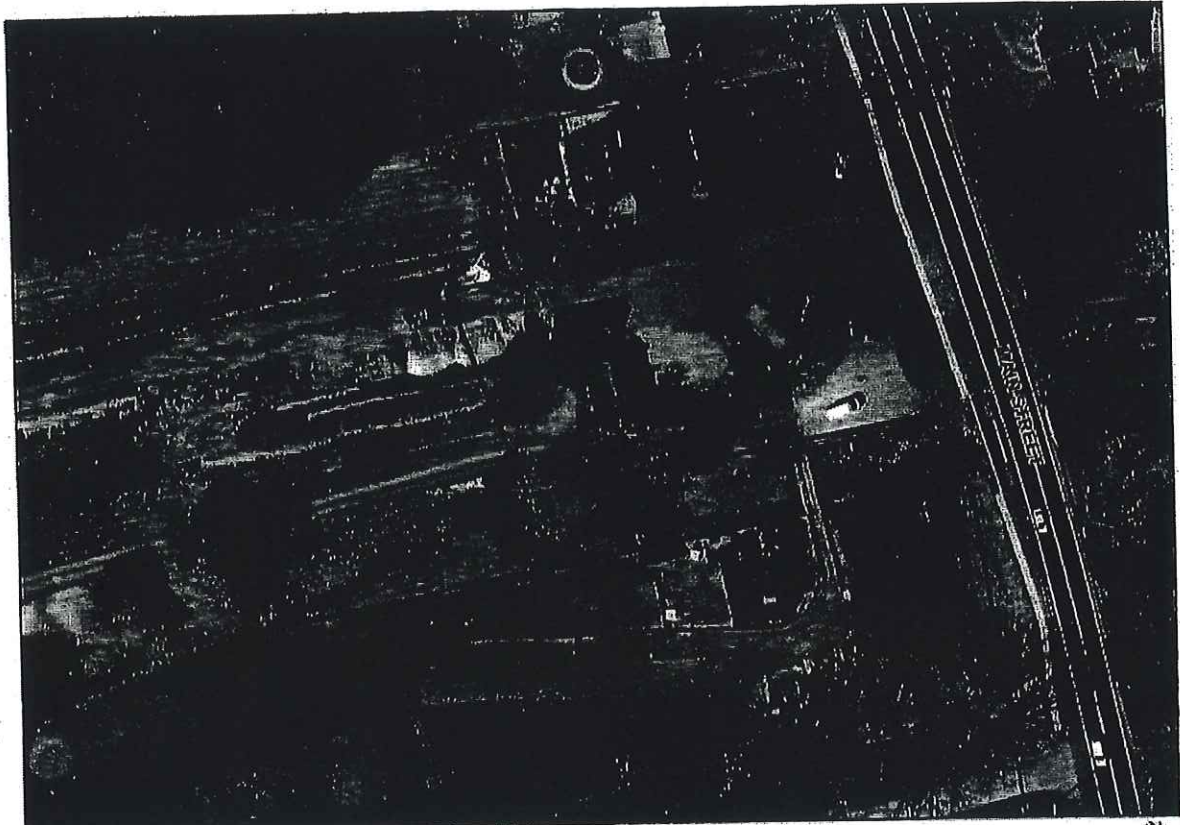
22. **Counterparts:** This lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
23. **Entire Agreement:** This lease constitutes the sole agreement between the parties with regard to the subject matter hereof and supersedes all prior understandings or agreements between the parties relative thereto.
24. **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.
25. **Other Conditions:** The Lessee further agrees to adhere to the terms and conditions set forth in *RPGL-2025-04, Old Cider Mill Property Lease*. As such, the submitted proposal shall become a part of this lease agreement but shall not super cede any restrictions listed herein.



EXHIBIT A

1287 MAIN STREET

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

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



- Legend
-  Old Cider Mill Parcel A
 -  Old Cider Mill Parcel B



Town of Glastonbury
The Old Cider Mill
1287 Main Street



EXHIBIT B

INSURANCE

The Lessee 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 Lessee and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Glastonbury and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Lessee's Commercial General Liability and Automobile Liability policies. All policies shall contain a waiver of subrogation. **These requirements shall be clearly stated in the remarks section on the Lessee's Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII. 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
- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents

2) Commercial General Liability:

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

3) Automobile Insurance:

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

The Lessee shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured on the General Liability and Auto Liability policies. The Lessee shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Lessee shall indemnify and hold harmless the Town of Glastonbury 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) to the extent 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, or breach of its obligations herein or

by 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.

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.

EXHIBIT C

RENT SCHEDULE- CIDER MILL PARCELA

September 11, 2024 \$1,500.00

October 1 (for Month of October) \$1,500.00

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

Signed, sealed and delivered in the presence of:

LESSOR:
TOWN OF GLASTONBURY

By: _____
Jonathan Luiz,
Town Manager

Witness

Witness

Witness

Witness

LESSEE:

By: _____