

TOWN OF GLASTONBURY

Request for Proposals
Farm Land Ground Lease - Longo

RPGL-2011-24

The Town of Glastonbury is accepting proposals from persons interested in leasing town-owned property for agricultural purposes. Interested persons may obtain proposals on the Town's website at www.glastonbury-ct.gov or at the office of the Purchasing Agent, 2155 Main Street, Glastonbury, CT 06033. The Following parcel of land is included in this solicitation.

Hebron Avenue Parcel D 2.0 Acres

Proposals must be submitted to the Purchasing Agent no later than 11:00 a.m. on Wednesday, March 2, 2011. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Mary F. Visone
Purchasing Agent

Intent

It is the intent of the Town of Glastonbury to lease Town-owned property for agricultural use.

Available Parcels

Please refer to location and property maps for specific site information. The Town is accepting lease proposals for the following parcel.

<u>Parcel Name</u>	<u>Street Reference</u>	<u>Acreage</u>
Hebron Avenue–Longo (Parcel D)	Hebron Avenue	2.0 Acres

The parcel is located off Hebron Avenue in East Glastonbury. The land available for lease is one small portion of a larger parcel that is currently leased to two farmers. Proposals are being accepted for Parcel “D”. The area subject to the lease totals 2.0 acres and is depicted on the map titled, “Site Plan Depicting Farm Land at Longo Parcel located at 3006 Hebron Avenue, Glastonbury, CT; 08/25/2009”.

Basis For Selection

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

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

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

Inspection of Land

Each potential lessee shall inform himself fully of the nature of the conditions and peculiarities of the site. Failure to do so will not relieve a person submitting a successful proposal from carrying out any of the provisions and obligations of the lease agreement. The Town makes no representations about the suitability of the land for farming or raising livestock.

The area was previously used, several years ago, as grazing land for cows. The topography is sloping and may not be suitable for all types of agriculture. The area has not been tilled for several years and has some brush/woody vegetation. A low spot on the north end may have served as a detention pond for silage runoff several years ago.

Public water is not available on site.

Adjacent lands are currently leased to two other farmers who grow either a hay crop or vegetables. Neither operation is an organic farm.

Term of Lease

The length of the lease period shall be for a minimum of one year. The Town will consider longer lease terms and renewal periods. The final lease term will be subject to negotiation between the Town and interested lessees and may be a factor considered as part of the basis for selection.

Suggested Minimum Per Acre Price

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

Farm Land Ground Lease

The lease form to be used by the Town is attached. Interested lessees should review its terms and language carefully and be prepared to satisfy all of the lessee's obligations required under the agreement if their proposal is accepted by the Town.

Town Representatives

Questions and requests for information about the property should be directed to Raymond E. Purtell, Director of Parks and Recreation, at (860) 652-7687 or ray.purtell@glastonbury-ct.gov.

Administration questions or requests for information about the Request for Proposal process should be directed to Mary Visone, Purchasing Agent, (860) 652-7589 or mary.visone@glastonbury-ct.gov.

All questions, answers and/or addenda, as applicable will be posted on the Town's website at www.glastonbury-ct.gov. (Upon entering the website click on Bids & RFP's). The request must be received at least three (3) business days prior to the advertised response deadline. **It is the respondent's responsibility to check the website for addenda prior to submission of any bid/proposal.**

Proposal

Parcel Name: Longo – Parcel D

Acreage: 2.0 Approximately

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

1. Proposed Price Per Acre: \$ _____

2. Proposed Term:

Initial Lease Period: _____

Renewal Period: _____

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

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

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

6. Identify restricted Pesticides to be used.

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

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

9. Crops to be grown.

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

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

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

13. Cover Crop:

Type:

Rate/Acre:

Seeded By Date:

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

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

Respectfully submitted:

Signature

Company Name

Title

Address

Date

Telephone Number

E-mail Address

Fax Number

(Seal – If Bid is by a Corporation)

Attest: _____

**FARM LAND
GROUND LEASE**

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

WITNESSETH:

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

1. Demise of Premises

Lessor does hereby demise and lease to the Lessee, and the Lessee does hereby lease and hire from the Lessor the premises described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises"). The Leased Premises consist of 2.0 acres for Parcel D, more or less.

2. Title and Condition

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

3. Use and Occupancy of Premises

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

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

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

4. Term and Options to Extend or Renew

a. The Effective Date of this lease shall be _____, 20__.

b. The term of this Lease shall be until _____, 20__.

Notwithstanding any other provision of this lease, Lessor shall have the right to terminate this Lease at any time for its sole convenience upon thirty (30) days prior written notice to Lessee

without any liability therefore. Notwithstanding this right, Lessor will attempt to accommodate Lessee, if possible, in the harvest of any growing crop.

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

5. **Rent**

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

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

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

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

6. **Taxes**

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

7. **Compliance with Law**

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

8. **Liens**

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

9. **Termination**

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

10. Condemnation

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

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

11. Indemnity and Insurance

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

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

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

- Commercial General Liability – Limit \$1,000,000 occurrence/\$2,000,000 aggregate
- Business Automobile Liability – Limit \$1,000,000 per accident
- Worker's Compensation – Limit \$100,000/\$500,000/\$100,000. Statutory coverage.

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

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

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

12. Sub-letting: Successors and Assigns

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

13. Conditions of Default

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

14. Fences, Crops and Trees

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

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

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

15. Notice and Demands

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

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

Lessee:

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

16. Surrender

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

17. Miscellaneous

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

IT WITNESS WHEREOF, the parties hereto have executed this Lease this _____ day of _____, 2011.

Signed, sealed and delivered in the presence of:

LESSOR:
TOWN OF GLASTONBURY

By: _____
Richard J. Johnson
Town Manager

LESSEE:

By: _____

