

**TOWN OF GLASTONBURY
EQUESTRIAN FACILITY AND FARM FOR LEASE
WINTER HILL FARM - GLASTONBURY**

The Town of Glastonbury will be accepting proposals from qualified individuals or firms interested in leasing the Town-owned Winter Hill Farm, Bailey Street, Glastonbury, Connecticut. The Town will consider all proposals that are permitted by and consistent with the underlying Rural Residence zoning including the continued use of the property for agriculture and/or an equestrian training facility with stables and turnout areas. Other potential uses that could be approved by either Special Permit or Special Exception to the Town's Building Zone Regulations will also be considered. **BROKERS PROTECTED.**

A pre-proposal site visit will be held on Thursday, April 14, 2011 at 11:00 a.m. Interested persons should meet at the property on Bailey Street, Glastonbury, Connecticut. Attendance is not mandatory.

Applicants are advised that the lease solicitation will remain open until a suitable lease is fully executed. Interested parties are encouraged to submit their proposal(s) at the earliest possible date.

COPIES OF THE SOLICITATION ARE AVAILABLE ON THE TOWN'S WEBSITE AT www.glastonbury-ct.gov.

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

Mary F. Visone
Purchasing Agent

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Attachments

- Attachment B – Statement of Non-Collusion
- Attachment C – Plan Depicting Existing and Possible Hay Lots Located at Marlborough Road and Bailey Street, Glastonbury, Connecticut.

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Section I – General Information

- It is the intent of the Town of Glastonbury to lease portions of the Town-owned 140± acre Winter Hill Farm property located on the south side of Bailey Street for continued agricultural use, horse boarding, equestrian training or any other use permitted in Glastonbury’s Rural Residence zone. Other potential uses that could be approved by either Special Permit or Special Exception to the Town’s Building Zone Regulations, such as greenhouses, nurseries, and recreational uses, will also be considered.
- In 2009 and 2010, approximately 65 acres of land was leased to a local farmer and horse owner for either hay production or as a turnout area as indicated below. Please refer to the map entitled, “Plan Depicting Existing and Possible Hay Lots Located at Marlborough Road and Bailey Street, Glastonbury, Connecticut”.

Hay Lot A	40 A	Hay
Turn Out B	1.0 A	Hay
Turn Out C	5.3 A	Hay
Turn Out D	12.5 A	Hay
Turn Out E	2.1 A	Turn Out Area
Turn Out F	1.85 A	Hay
Turn Out G	2.0 A	Hay
Turn Out H	1.0 A	Hay

- In addition, for the past 15+ years, the Winter Hill Farm has supported the breeding and training of Percheron horses. The property includes four (4) buildings including: (1) a building with space for two offices, storage, ten double sized horse stalls and eight single horse stalls and a loft for hay storage; (2) a barn with ten concrete walled horse stalls, several large storage areas for hay, equipment and/or other materials/supplies; (3) a three sided barn, approximately 70’ x 40’ deep, and one outdoor riding ring; and (4) a 29,000 s.f. indoor riding ring. There are seven fenced turn out areas of various sizes with electric fence and heated watering stations. Both water and electric service are available on site.
- It is the Town’s intention to install a new septic system on the site to service the L shaped barn, the floor drains in both the L shaped and E shaped barns, and a residence (apartment, trailer or modular home) that may be installed or built by a potential lessee. The septic improvements will be completed at no cost to the lessee.
- The property does not currently include residential facilities on site. The Town will, however, consider proposals that require the construction or addition of a residential housing component for a caretaker or resident owner. The Town has identified areas on the property where the installation or construction of a small residence, doublewide trailer or modular building could be permitted. It may also be possible to convert a portion of the L shaped barn into an apartment. The Lessee will need to apply for a Section 12 Special Permit for the business operation including any residential component of the application. The application will require a site plan that identifies how each building on the property will be used, among other things. The Town will provide assistance with the process of securing local permits and approvals for the operation.
- The property has frontage on Bailey Road, Hebron Avenue and Marlborough Road.

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Section II – Inspection of Land

- Each potential lessee shall inform himself fully of the nature of the conditions and peculiarities of the site, its buildings and utilities. 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.

Section III – Pre-proposal Site Visit(s)

- There will be an optional pre-proposal site visit and tour on Thursday, April 14, 2011 at 11:00 a.m. Potential lessees should meet at the large barn at the Winter Hill Farm, Bailey Street, Glastonbury, Connecticut. Potential lessees should be prepared for inclement weather. Site visits and property inspections at other times can be arranged by appointment with Ray Purtell, Director of Parks & Recreation, at (860) 652-7687 or ray.purtell@glastonbury-ct.gov.

Section IV – Term of Lease

- The length of the lease period shall be for a minimum of five years.
- The Town will consider any and all lease terms of five years or greater, and renewal periods, proposed by potential lessees. It is understood that the lessee may require a longer lease period in order to recover specified capital investments. The Town will consider such proposals.
- The final lease term and the terms of agreement will be subject to negotiation between the Town and interested lessees and may be a significant factor considered as part of the basis for selection.
- Respondents may submit more than one proposal for consideration by the Town.

Section V – Basis for Selection

- Financial benefits to the Town in the form of lease payments, capital improvements to the property by the Lessee and the cost avoidance benefits derived by the Town as a result of having a Lessee assume responsibility for the on-going operating and maintenance costs of the property.
- 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/building use will be carefully considered. Factors to be considered may include, but are not necessarily limited to, type of operation, hours of operation, compatibility with the abutting properties, parking, traffic, noise, capital improvements proposed, building modifications required, financial stability of the Lessee, and benefits to the Town. The decision of the Town to lease any parcels to a specified party or parties shall not be subject to legal challenge or appeal in any form.
- The Town also reserves the right to lease the property in its entirety to one Lessee or to lease portions of the property to more than one Lessee.
- 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.

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- 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.

Section VI – Submission of Proposal

BROKER’S PROTECTED

The Lessor, Town of Glastonbury, is willing to work with licensed real estate brokers. Brokers who refer potential Lessees to the Town should be certain that they are listed as a “referring broker” in the proposal(s). Should the applicant’s proposal be accepted by the Town and result in execution of a lease agreement, the Town will compensate the broker for their service.

Depending on the length of the lease, its terms and conditions, the Town is prepared to provide a commission of up to two months lease payments subject to negotiation with the broker(s) and the specifics of the Lease Agreement.

In the event that more than one broker is included, the total broker’s fee remains the same and is to be split equitably between the brokers. The brokers shall be responsible reaching a mutually agreeable split of the broker’s fee, as appropriate.

Proposal Instructions

- By submitting a proposal, you represent that you have thoroughly examined and become familiar with the Town’s intent as outlined in the lease advertisement.
- All interested parties are required to submit an original and four (4) copies of their proposal(s) to Mary F. Visone, Purchasing Agent, 2155 Main Street, Glastonbury, CT 06033. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked as follows:

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- Applicants are advised that the lease solicitation will remain open until a suitable lease is fully executed. Interested parties are encouraged to submit their proposal(s) at the earliest possible date.
- All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein. (Please only include relevant information as requested).
 1. Table of Contents to include clear identification of the material provided by section and number.
 2. A letter of transmittal indicating the party’s interest in leasing land and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the party to a contract.

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3. Name, address, telephone number, and email address of person(s) to be contacted for further information or clarification.
4. A background statement including a description of the party or business submitting the proposal.
5. A detailed description of proposal to include nature of the operation, type of business, hours of operation, parking requirements, number of employees, planned building use, and any other information that would help the Town understand the nature of the proposed use.
6. A detailed description of the proposed rent or financial benefits to the Town including the proposed payment terms (monthly, quarterly, etc.).
7. If significant building or site improvements are anticipated, describe the nature of the proposed improvements. To the extent possible, quantify the value of the proposed improvements and provide supporting documentation.
8. If the proposal is contingent on the applicant's ability to secure required approvals for local regulatory authorities, licenses, or other contingencies (such as project financing), please list each and describe in detail. Please provide an accurate timetable for securing approvals, licenses and/or other contingencies.
9. A concluding statement as to why the respondent is best qualified to meet the needs of the Town.
10. Respondent is required to review the Town of Glastonbury Code of Ethics adopted by July 8, 2003 and effective August 1, 2003. The selected Respondent will be required to complete and sign an Acknowledgement Form prior to lease execution. The Code of Ethics and the Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the **Disclosure Statement – Town of Glastonbury Code of Ethics** and the **Acknowledgement Form**. If the Respondent does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.
11. Statement of Non-Collusion (**ATTACHMENT B**).
12. Any technical questions regarding this solicitation shall be made in writing (email acceptable) and directed to Raymond E. Purtell, Director of Parks & Recreation, 2155 Main Street, Glastonbury, CT 06033; ray.purtell@glastonbury-ct.gov. Questions, responses and/or addenda that materially affect this solicitation, as applicable, will be posted on the Town's website at www.glastonbury-ct.gov. Upon entering the website click on Bids and RFP's. It is the respondent's responsibility to check the website for addenda prior to submission of any proposal. For administrative questions concerning this solicitation process, please contact Mary F. Visone, Purchasing Agent, at (860) 652-7588 or purchasing@glastonbury-ct.gov.
13. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Respondents are encouraged to submit proposals that are printed double-sided (except for the signed proposal

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page) on recycled paper, and to use paper dividers to organize the proposal for review. All pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the document contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.

Failure to include any of the above-referenced items in the submitted proposal may be grounds for a less than favorable review of the proposal.

Section VII– Evaluation Criteria

- The following factors will be considered by the Town when evaluating proposals:
 - Overall quality, thoroughness, and responsiveness to the Town’s requirements as summarized herein.
 - Financial benefits to the Town in the form of lease payments, capital improvements to the property and cost avoidance benefits to the Town as a result of having the Lessee assume responsibility for the on-going operating and maintenance costs of the property.
 - 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, type of operation, hours of operation, compatibility with the abutting properties, parking, traffic, noise, capital improvements proposed, building modifications required and benefits to the Town.
 - Other factors that may be considered by the Town are the potential environmental impact on the property of the Lessee’s proposed operation, including, but not necessarily limited to, the use of herbicides, pesticides, and fertilizers; cultivation methods; crops grown; and manure management, as applicable.
 - The Town’s assessment of the likelihood that the Lessee will be able to obtain any required approvals of local regulatory authorities, licenses, or other contingencies, including project financing, in a timely manner. The Town will provide assistance with the process of securing local permits and approvals for the operation.
 - Overall benefit to the community at large including the possibility of allowing limited public access to the property for uses that are compatible with the Lessee’s use of the property. (Access to trails, cross-country skiing, etc.)

Section VIII - Selection Process

- This solicitation does not commit the Town of Glastonbury to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request for qualifications become the property of the Town of Glastonbury. The Town of Glastonbury reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period, or to cancel in part or in its entirety the solicitation, if it is in the best interests of the Town to do so.
- An Evaluation Committee, appointed by the Town Manager, will evaluate all proposals received.

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- Following review and evaluation of proposals, the Town reserves the right to request certain additional information.
- Additional information may be requested from any respondent for clarification purposes.
- Based on the results of the review of the written proposal, discussions with the Respondent, and other provided supplemental information, the Town will negotiate a specific agreement based on these discussions.
- The selected respondent will be expected to execute a Lease Agreement with the Town.

Timeline

Applicants are advised that the lease solicitation will remain open until a suitable lease is fully executed. Interested parties are encouraged to submit their proposal(s) at the earliest possible date.

The Town intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of the Town, as required.

Publicize Solicitation	April 28, 2011
Pre-Proposal meeting (Non-Mandatory)	April 14, 2011 at 11:00 a.m.
Finalize Lease Negotiations	TBD
Lease Effective Date	TBD (late summer/early fall) 2011

Occupancy by the Lessee is anticipated after the Town completes construction of the septic system. For that reason, it is anticipated that the property will be available for occupancy by the Lessee in late summer or early fall 2011. The exact occupancy date is subject to negotiation.

Section IX - Insurance

INSURANCE

The Contractor 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 Contractor and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Contractor's Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Contractor'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-. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

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

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and

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Advertising Injury, Contractual Liability and Independent Contractors.

- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
 - A Waiver of Subrogation shall be provided
- 3) Automobile Insurance:
- Including all owned, hired, borrowed and non-owned vehicles
 - Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000

The Contractor 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 and Waiver of Subrogation on the General Liability policy. The Contractor shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Contractor'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 Contractor, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Contractor to perform or furnish either of the services, or anyone for whose acts the Contractor may be liable.

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**ATTACHMENT B
NON-COLLUSION STATEMENT**

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

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____

