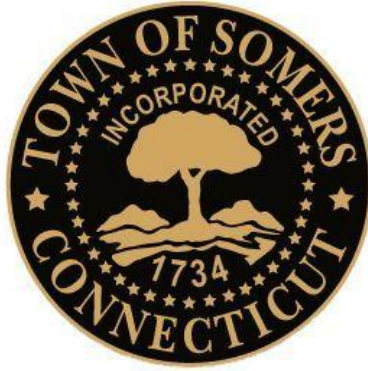




Town of Somers

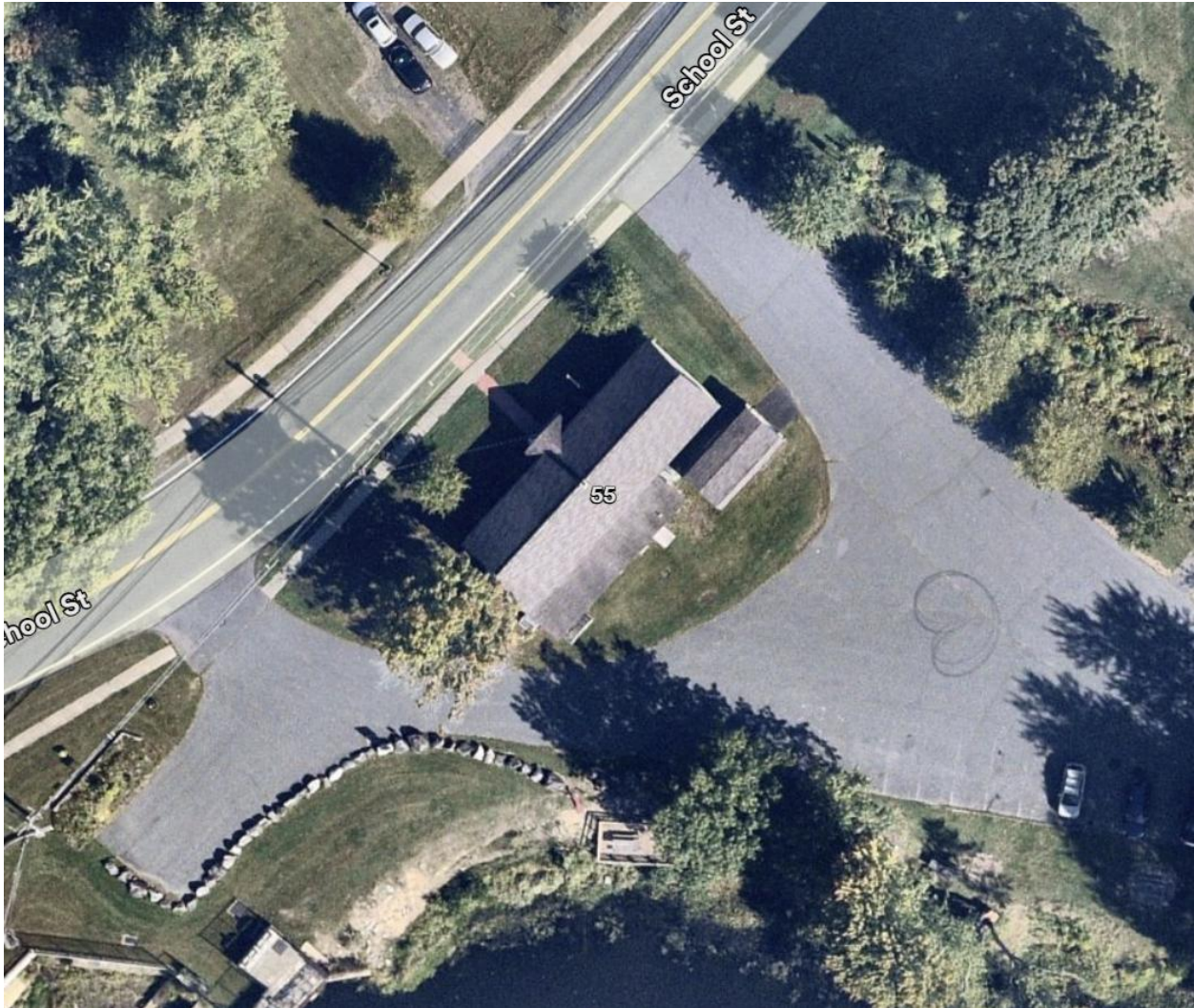
Request for Proposal

Adaptive Reuse of the (Former) Village Players Building

55 School Street, Somers, CT 06071



Aerial View



Purpose

The Town of Somers is seeking an adaptive reuse for the former Village Players Building. This Request for Proposal (RFP) solicits proposals to adaptively reuse this facility, with the goal of enabling a third party that meets the RFP specifications and enhances quality of life in Somers.

The Town of Somers is a unique place for business, nonprofit, or philanthropic ventures. We will give special consideration to nonprofit groups with a vision that promotes economic vitality and quality of life.

Timeline:

- Request for Proposal Issued: September 24, 2026.
- **Building Tour: Saturday, October 10, 2026, 10:00 a.m.**
- Proposals are due by Wednesday, October 21, 2026, at 11:00 a.m.
- Interviews with the finalist organizations: Through December, 2026.

Site

The building is located at 55 School Street and consists of approximately 2,200 square feet. The primary site totals 1.51 acres and includes a parking lot, boat launch, fishing areas, and adjacent playgrounds. The facility is within Mill Pond Park.

Conceptual Proposal

The submitted RFPs should include a conceptual narrative describing the proposed reuse and, where possible, sketches illustrating it.

Proposals should include:

- Projected use(s) for the building
- Projected use of the land immediately surrounding the building, if any
- Estimated timeline for completion of any alterations/remodeling
- Realistic, verifiable financial projections and sources of revenue for the re-use
- Financial feasibility plan for the ongoing operations of the site when fully operative

Financial Proposal

The submitted RFP should include a financial proposal, including:

- Financial benefit to the Town of Somers, if any
- Any financial requests from the Town
- The prospective tenant's ability to pay for the building's operating expenses, i.e., utilities (Electric, Heating Oil, Water, and Sewer).
- Structuring proposal – should show the ability of the respondent to finance any repairs or improvements and to operate the proposed re-use consistent with the objectives of this RFP

References

The submitted RFP should include resumes from the entity or individuals who will operate the facility.

To the extent possible, the response should also include examples of other successful, completed projects comparable to the proposal.

Contact Person

Organizations using the facility shall designate, in writing, a person in charge who shall assume responsibility for their use. This person will be held accountable for the organization's use of the facilities and will serve as the point of contact for day-to-day operations.

The organization shall be responsible for repairing or replacing items broken, damaged, or lost during its use of the facilities.

Utilities

The User (Tenant) of the facility shall be responsible for all utilities, including:

- Electricity,
- Heating Oil,
- Water and Sewer,
- Waste disposal,
- Cleaning,
- Snow removal from the stoops and stairs.

Insurance Requirements for Groups or Organizations using Town Property

Commercial General Liability	\$1,000,000 per occurrence for bodily injury/property damage
General Liability Conditions	Liability coverage must be written on ISO form CG 00 01 or equivalent, and <u>must include</u> coverage for: Liability from premises and operations. Liability from actions of independent contractors. Liability from products/completed operations Liability assumed by contract The Town of Somers and the Board of Education must be named as additional insureds on the user's CGL policy with form CG 20 11 or an equivalent.
Automobile Liability (if applicable)	\$1,000,000 per accident for bodily injury/property damage, covering all owned, hired & non-owned vehicles
Workers' Compensation	Statutory
Employers Liability	\$500,000 each accident
Umbrella Liability	May be required depending on the function.

Certificates of Insurance should include the following

Designate the Town of Somers and the Board of Education, 600 Main Street, Somers, CT 06071 (the "Town") as the certificate holder.

1. Provide that the Town shall be notified at least 30 days in advance of cancellation or change in coverage.
2. The Town of Somers and the Board of Education, its officers, officials, agents, and employees must be named as an additional insured on the General Liability Policy, with the specific endorsement indicated.

Certificates must be current and show coverage is in force for the dates the property will be used. If necessary, provide renewal certificates before any policy expires. Insurance requirements must be met. Receipt of a non-compliant certificate, other documentation of insurance, or policies by the Town or any of its representatives does NOT constitute a waiver of the obligation of the Group or Organization to fulfill the insurance requirements of the Town.

Factors Considered in Evaluating Responses

The overriding objective in extending this Request for Proposal is to make the former Village Players Building available to a third party in a manner and for uses consistent with the best interests of the Town of Somers. The successful proposal(s) will come from the person or entity demonstrating the financial capacity to maintain, care for, and keep the property over the long term, while operating the facility in a manner consistent with the community's best interests. In evaluating proposals, any final determination will include the consideration of:

1. The proposed use(s) of the building
2. The benefit of the proposed use to the community
3. The financial means of the proposer(s) to maintain and care for the building over time
4. Other factors affecting the best interest of the community

Evaluation Process

The Somers Special Project Committee will review all submitted proposals and interview the finalists. The Special Projects Committee may ask the finalists for more information or clarification on their proposals. Once the Special Projects Committee votes for a finalist, it will recommend the finalist (s) to the Board of Selectmen. The Board of Selectmen has final authority to accept, reject, or require modifications to the proposal(s).

Sample Lease (Attached)

The attached Lease Agreement is for illustrative purposes only. The town expects, however, that any Lease will be substantially similar to the attachment.

Sealed Proposals should be sent or delivered by Wednesday, October 21, 2026, at 11:00 a.m. to:

Somers Town Clerk
600 Main Street
Somers, CT 06071

****SAMPLE LEASE AGREEMENT****

THIS LEASE AGREEMENT, made the _____ day of _____ by and between The Town of Somers, a municipal corporation having its territorial limits within the County of Tolland, State of Connecticut (hereinafter referred to as "Lessor") and (hereinafter referred to as "Lessee").

1. Premises. Lessor does hereby lease the building, located at 55 School Street, Somers, Connecticut to Lessee for Lessee's use as _____.

2. Term. The term of this Lease shall commence on _____ and shall continue for a term of _____ years there from, unless terminated earlier as provided herein.

3. Rent. Lessee shall pay to Lessor rent without demand during the term as follows:

4. Option to Renew. The Lessee shall have the exclusive right to renew this lease for a _____ year period. Lessee shall give written notice to the Lessor sixty (60) days prior to the expiration of the term of its intention to renew. The rent for the renewal period Lessee shall pay Lessor rent during the term as follows:

5. Late Payment: In the event that the Tenant shall not make payment to Landlord within ten (10) days of the date a payment is due Landlord, the Tenant shall pay to the Landlord an amount equal to five (5%) percent of any payment not paid within said ten (10) days as a late charge.

6 Security Deposit: Lessee shall pay to the Lessor on _____ a security deposit in the amount equal to two month's rent to be held by Lessor. Interest on the security deposit shall be paid to the Lessee annually at the statutory rate.

7. Alterations and Improvements. Lessee, at its cost and expense, may make such alterations, improvements and additions in and to the premises as they find necessary and beneficial for its purpose provided so long as the Lessor has given prior written approval, said approval shall not be unreasonably withheld. All alterations, additions and improvements must meet any and all federal, state and town requirements. All alterations, additions and improvements erected or installed by Lessee shall remain the sole responsibility of the Lessee. Any and all repairs or general maintenance of such improvements are the responsibility of the Lessee. All fixtures installed by tenant shall become the property of the Lessor upon termination of the lease.

Notwithstanding anything in this lease to the contrary tenant shall not make any alterations or improvements to the premises until it has received necessary approvals from state and local authorities. This shall not apply to tenant's certificate of occupancy. In the event that the tenant initiates its improvements or alterations and then vacates the premises prior to completion of said improvements it shall be obligated to restore the premises to substantially the same condition as existed on the date of this lease.

8. Liens. If any lien, including any mechanics lien, is recorded against the demised premises by a contractor or materialman hired by Lessee or Lessee's contractor, Lessee shall

cause the mechanics lien to be released within sixty (60) days after said filing. If Lessee fails to do so, Lessor may cause the lien to be released and/or discharged and charge all reasonable attorney's fees and other costs related thereto to Lessee as additional rent which shall be paid within ten (10) days after written demand therefore.

9. Utilities Lessee shall pay all charges for heat, oil, water, electricity, telephones sewer usage, sanitation removal, snow removal and sanding of the landlord's share of the parking area, snow removal and sanding of the front sidewalks and back stairs, landscaping maintenance, Lessee must make application in its name for all utilities used in connection with its business. Landlord shall not be liable in the event of any interruption in the supply of utilities to Tenant, unless caused by landlord.

10. Damage to or Destruction of Premises If the premises shall be damaged by fire or other casualty, such damage shall be promptly repaired by Lessor at its expense, subject to such delay as may be caused by adjustments with insurance carriers or by labor or material shortage or other causes beyond the control of the Lessor. Until such repairs shall be completed, the rent shall be abated proportionally in accordance with the useable space available and occupied by the Lessee. If a portion of the building aggregating more than fifty percent (50%) of the total floor area thereof is substantially or totally destroyed by fire or other cause, then either party may within thirty (30) days after the occurrence of such fire or other cause, notify the other party in writing of its election to terminate this lease upon the thirtieth (30th) day after such notice is given. If Lessor or Lessee so terminates, Lessee shall pay rent to the date of such fire or other casualty.

11. Quiet Enjoyment. Lessor covenants that Lessee may peaceably have and quietly hold and occupy the premises for the term herein granted, subject to the terms and conditions hereof.

12. Assignment and Subletting. Lessee shall not assign, mortgage, pledge or encumber this Lease or sublet the premises in whole or in part without the prior written consent of Lessor, said consent not to be unreasonably withheld. In the event of an assignment tenant shall remain obligated under the terms of this lease unless the new tenant agrees to obligate itself to the terms and conditions of this lease. Notwithstanding the above the landlord may choose not to accept the assumption of the lease by any person the landlord determines is not credit worthy. This clause does not prohibit the Lessee from leasing out individual workstations for the purpose of doing business as a full service hair salon.

13. Insurance. During the term of this Lease and any renewal or extension thereof, Lessee shall maintain public liability insurance and property damage coverage covering Landlord and Tenant and the demised premises against any and all suits, actions, damages, losses, claims and judgments arising out of tenants occupancy of the premises in an amount of not less than ONE MILLION (\$1,000,000), single limit and/or in such greater amount as Landlord may reasonably determine is necessary with an insurance company licensed to do business in Connecticut, which policy shall name the Landlord as an additional insured. The Landlord shall not be responsible for loss or damage to property or injury to persons occurring on or about the demised premises which liability or damages are caused by Lessee or the Lessee's agents, employees, customers or invitees. During the term of the lease the Tenant will indemnify and save harmless, the Landlord against any and all claims, demands, debts or obligations which may be made or asserted against Landlord or Landlord's title in the Demised Premises, arising out

of, or in connection with, any alleged act or omission of the Tenant or the activities of Tenant or their agent, contractors, servants, officers, employees, invitees, or licensees, upon or about the premises, and if it becomes necessary for the Landlord to defend any action seeking to impose any such liability, the Tenant will pay Landlord all court costs and reasonable attorney's fees incurred by the Landlord in effecting such defense, in addition to any other sums which the Landlord in effecting such defense, in addition to any other sums which the Landlord may be called upon to pay by reason of entry of a final judgment against the Landlord in the litigation in which such claim is asserted. Copies of all policies for the above-described insurance shall be provided and given to the Landlord at the commencement of this Lease. Tenant further agrees that all insurance policies above mentioned may not be canceled without thirty (30) days prior written notice to the Landlord. Notwithstanding the above the Lessee shall not be responsible for losses or damages to property or persons caused by the Landlord's negligence or carelessness.

The risk of loss or damage to property of the Tenant on or about the Leased Premises will be borne solely by the Tenant and neither the Landlord nor any other tenant will have any liability for loss thereof or damage thereto.

14. Unlawful or Dangerous Activity. Lessee shall not use the premises for any unlawful or ultra hazardous activity, nor operate its business so as to constitute a nuisance. Lessee agrees to comply with all the laws of the State of Connecticut and the by-laws, rules and regulations of the Town of Suffield relating to health, nuisance and fire so far as the premises are concerned, and to save Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same.

15. Default. Any of the following occurrences shall constitute a default under this Lease:

a. Failure of Lessee to pay any installment of rent within ten (10) calendar days of date rent is due.

b. Any breach by Lessee to observe or perform any of its other obligations under this Lease, which shall continue for twenty (20) calendar days after notice in writing to lessee of such default, and in connection with which Lessee shall not have in good faith commenced performance if full performance cannot be reasonably had within the (20) calendar day period.

c. Lessee becoming insolvent or bankrupt, or making an assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against Lessee.

d. Lessee vacating or abandoning the demised premises.

16. Lessor's Remedy Upon Default. Upon Lessee's default, as provided above, Lessor's rights are as follows:

a. To cancel and terminate this Lease by giving Lessee not less than thirty (30) calendar days notice of such cancellation and termination.

17. Condemnation/Eminent Domain. If the whole or a portion of the

premises shall be taken or condemned by a competent public authority, this Lease shall cease and terminate on the date which title shall vest in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date. Landlord reserves and excepts the rights to awards for damages to the Leased Premises and the leasehold hereby created not accrued or hereafter accruing (excluding a separate award for Tenant's moving expenses, if any, or awards for damages to Tenant's trade fixtures or any other awarded damages to the lessee due to condemnation or eminent domain, so long as such separate awards do not reduce, delay or hinder Landlord's award) by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done in pursuance of any public or other authority; and covenants to execute and deliver such further instruments of assignments thereof as Landlord may from time to time request.

18. Lessor's Access. Lessee agrees that Lessor and his agents and other representatives shall have the right to enter into and upon the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. In the absence of any emergency to person(s) or property, Lessor shall give Lessee reasonable notice prior to entry. Reasonable notice is agreed to be 24 hours prior to entry. Lessee agrees to permit Lessor or his agents to show the premises to persons wishing to lease or purchase the same, if Lessee has notified Lessor in writing that lease will not be renewed and/or Lessee rejects property purchase or if Lessor has given written notice to Lessee to cancel and terminate this Lease due to Lessee's default.

19. Subordination. This lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages which may now or hereafter affect the premises. Lessee shall execute and acknowledge any and all instruments necessary to subordinate this Lease to such lien and any renewal or extension thereof. In no event, however, shall the Lessee be disturbed from possession by a mortgage if the said Lease is not in breach of any of the covenants and conditions of the Lease.

20. Strict Performance. The failure of Lessor to insist on strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies Lessor may have hereunder.

21. Surrender of Possession. At the expiration or other termination of this Lease, Lessee shall surrender the premises in as good condition as it was in at the beginning of the Lease term, reasonable wear and tear excepted.

22. Benefit. The covenants and agreements herein contained shall bind and inure to the benefit of the Landlord, its successors and assigns, and the Tenant, successors and assigns, except as may be otherwise provided herein.

23. Notice: Any and all notices called for or required by any provision of this Lease, unless specifically described herein, shall be delivered to the respective parties by certified mail, return receipt requested, to the following addressee:

- a. To the Landlord
- b. To the Tenant:

24. Waiver of Pre-Judgment Notice and Hearing

LESSEE AGREES THAT THE LEASE OF THE DEMISED PREMISES IS A COMMERCIAL TRANSACTION AS DEFINED IN THE GENERAL STATUTES OF CONNECTICUT, AND LESSEE SPECIFICALLY WAIVES ITS RIGHT TO A NOTICE AND HEARING FOR A PREJUDGMENT REMEDY.

25. Personal Guaranty. If the Tenant is a corporation, limited liability company or other type of entity the Landlord shall have the right to request the personal guaranty of all of the members or shareholders on the entity.

Dated at _____, Connecticut as of this _____ day of.

Landlord

Landlord