

TOWN OF TUSTEN

REQUEST FOR PROPOSALS TO LEASE 93 MAIN STREET, NARROWSBURG, NEW YORK

Summary of Request

The Town of Tusten in Sullivan County, New York (hereinafter “the Town”), is seeking proposals from applicants to lease the building located at 93 Main Street in the Hamlet of Narrowsburg (“the Building”).

Submission Information

Sealed proposals will be accepted until October 11, 2022, at 6:30 p.m., prevailing time. Any proposal received after that time will not be considered. Proposals must be submitted by mail or nationally recognized private carrier or by hand to the office of the Town Clerk of the Town of Tusten, 210 Bridge Street, P.O. Box 195, Narrowsburg, New York 12764.

Faxed or e-mailed proposals will not be accepted. Interested parties must submit their proposals on paper and be typed and legible. Proposals must be submitted in a sealed envelope and it must be clearly identified on envelope “93 Main Street Lease Proposal.”

Inspection of the Building

Interested parties may arrange to inspect the Building prior to submitting a proposal on an appointment only basis. Requests for an appointment to inspect the Building should be made by calling the Town Clerk or the Supervisor of the Town at (845) 252-7146.

Requirements

The selected party will enter into a negotiated lease agreement with the Town for an initial term of five (5) years. The Town has the following minimum requirements for such lease agreement:

1. The proposed rent to be paid for the initial year of the lease agreement shall not be less than \$2,900.00 per month, payable on the first day of each month. The monthly rent shall increase by 3.00% each year.
2. The proposal must be for a “triple net” lease such that the tenant shall pay for all costs associated with the use, occupancy, maintenance, repair, insurance, taxes, utilities and other applicable expenses.
3. The proposal must be for the purpose of using and occupying the Building for a use authorized by the Town of Tusten Zoning Law for the zoning district in which the Building is located. It shall be the obligation of

the tenant to obtain at its sole cost and expense all required permits and approvals, including, if applicable, special use and site plan approval from the Town Planning Board.

4. The tenant must accept the Building “AS IS, WHERE IS,” subject to all faults and indemnify, defend and hold harmless the Town and its officers and employees for all claims, liabilities, losses, demands, damages and expenses, including reasonable attorney’s fees, arising out of the use and occupancy of the Building. The tenant shall be required to carry fire and hazard and general liability coverages, as well as statutory workers compensation coverage naming the Town as an additional insured and loss payee.

5. All alterations and physical improvements to the Building desired to be made by the tenant, which shall be at the tenant’s sole cost and expense, shall be subject to prior written approval by the Town.

6. The parking areas adjacent to the Building may be used by the tenant, but such use shall be in common with the use thereof by the Town as a public parking facility.

Information to Accompany Proposal

The proposal must include the following information:

1. The monthly amount of rent proposed to be paid for the first year of the lease agreement.
2. The nature of the business or activity contemplated to be conducted in the Building, with as much detail as possible.
3. The experience, if any, of the proposed tenant in connection with the business or activity contemplated to be conducted in the Building.
4. Evidence of financial wherewithal to meet the financial obligations of the lease agreement.
5. The names, addresses, telephone numbers and e-mail addresses of the proposed tenant and the primary contact person for the proposed tenant.

Right to Reject

The Town reserves the right to waive informalities in the proposals and to reject any and all proposals and re-solicit proposals at any time prior to actual execution of a formal written lease agreement.

The Town reserves the right to negotiate a final lease agreement that is in the best interests of the Town and the public; and to request any additional information the Town deems reasonably necessary to allow the Town to evaluate, rank and select the most qualified proposal received in response to this request.

If the Town and the selected proposal submitter cannot agree upon the final form of the agreement of lease, the negotiations will be terminated, and the Town reserves the right to begin negotiations with the next highest ranked submitter.

Non-Collusion Certificate

Each proposal submitted must be accompanied by a statement of Non-Collusion as required by §103 of the General Municipal Law.

Miscellaneous

Any individual or firm failing to submit information in accordance with the request or otherwise reasonable requested by the Town may be considered non-responsive and result in rejection of such individual's or firm's proposal.

All costs incurred by individuals or firms choosing to participate in this process shall be borne solely by such individual or firm regardless of whether or not a proposal is submitted.

All proposals submitted in response to this request are the property of the Town and once submitted shall not be returned for any reason.