

August 31, 2023

RFP ADDENDUM # 2

RE: Request for Proposals – Sale or Long-Term Lease of Caledonia County State Airport, Lyndon, Vermont

The Request for Proposals (RFP) for the above-mentioned services has been modified to clarify the RFP by addressing the following questions and clarifications from the site visit on August 25, 2023:

1. It has been difficult to find an appraiser to conduct an appraisal for the airport, how should we proceed if we are unable to identify an appraiser?

A: The responsibility to secure a qualified appraiser is with the bidder.

2. Has the State recently conducted an appraisal of the property and is that available for review by potential bidders?

A: See response to this question previously posted in RFP Addendum #1

3. The Party requested a copy of the airport layout with lines around the leased hangars indicating the actual footprint of land engaged in each hangar lease.

A: There is a diagram in the FRP that shows all hanger leases. The general footprint of a hanger lease is the building size plus an additional 10 feet around the building.

4. The Party requested a walking tour of the hangars at the southern end of the airport and would like to know if there are any active leases which would encumber property between and adjacent to the two existing hangars in that area.

A: All existing leases are shown in the diagram attached to the RFP.

5. The Party asked for clarification regarding where additional structures could be erected on the site.

A: Additional structures would have to be permitted and follow all local, state and FAA guidelines.

6. The Party asked for a copy of the layout plan associated with the State's recent efforts to partially permit hangar locations at the airport through ANR & Act 250.

A: **The layout can be found on the ANR website.**
<https://anrweb.vt.gov/ANR/Act250/Details.aspx?Num=7C0915-8>

7. The Party asked if there are any leases associated with the aircraft tie down locations.

A: **There are no tie down leases.**

8. The Party would like to review copies of the current leases.

A: **The state provided a diagram of where each leased area is as well as a list of leases to include annual rent amounts. A copy of the current standard hanger lease template is attached. Copies of individual leases could be obtained through a public records request. Please send public records requests to**

aot.publicrecordsmanager@vermont.gov

Sincerely,

Doreen L. Carminati

Doreen L. Carminati
Services Supervisor

cc: Contract Manager
Project File

**LEASE AGREEMENT
BETWEEN
THE STATE OF VERMONT
AND
Tenant Name**

THIS LEASE AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2018 by and between the State of Vermont, a sovereign state, acting through its Agency of Transportation, with its principal office at National Life Building, One National Life Drive, Montpelier, VT 05633-5001 (“STATE”) and **TENANT, an individual with his mailing address at XXXXX** (“TENANT”).

WITNESSETH:

WHEREAS, STATE owns land and appurtenances in the **Town of Lyndon, County of Caledonia**, and State of Vermont, known as the Caledonia County State Airport (the “Airport”); and

WHEREAS, it is the intent of STATE to continue to encourage general aviation, commercial and industrial services in connection with and on the Airport;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

ARTICLE I - DESCRIPTION OF PREMISES

1.1. STATE hereby leases to TENANT, and TENANT hereby leases from STATE, the following described premises (collectively the “Leased Premises” or “Premises”), to wit:

A. **Hangar Lot.** A certain irregular-shaped parcel of land measuring approximately **60' w X 50'd (3,000** square feet more or less), upon which is built a TENANT-owned and occupied **south-facing aircraft storage T-hangar** measuring approximately **40'w X 30'd (1,200** square feet more or less) and located **approximately 360 feet north of the State-owned Maintenance Hangar/Terminal building.** The demised parcel and location of TENANT’s hangar are more particularly shown on “Exhibit A,” which is attached and incorporated herein by reference.

1.2 . The use of State Airport property is made available and affordable as a means of promoting general aviation in the State of Vermont. By signing this Lease, the TENANT agrees to keep the use personal and private and aeronautical in nature, pursuant to 5 V.S.A. Sections 203 and 807 and Sections 19 Part A and 29 Part A of the Federal Grant Assurances for Airport Sponsors (*Airport Assurances 9/99*) unless approved otherwise by the STATE in writing.

1.3. TENANT shall have the following conditional rights that include certain areas:

- A. Common Areas. TENANT shall have the right to utilize in common with others authorized by the STATE, all taxiways, sub-taxiways, and common paved ramp areas at the Airport.

1.4. The STATE and TENANT shall be responsible for maintenance in accordance with the General Conditions (G.C.) II – MAINTENANCE OF AIRPORT.

ARTICLE II - BEGINNING AND EXPIRATION

2.1. Upon execution, this Agreement shall become effective **retroactive to DATE** and shall operate for an initial term of five (5) years, subject to ARTICLE III – RENEWAL.

ARTICLE III – RENEWAL

3.1. If TENANT performs all of its obligations under this Agreement satisfactorily and in a timely manner, it shall have the right to renew this Agreement at the end of its initial term for three (3) additional five (5) year periods, not exceeding a total period of twenty (20) years. Any renewal shall be on all the same terms and conditions as this Agreement unless otherwise agreed except for rental rates, which shall be determined in accordance with Article IV, below.

3.2. To exercise its right to renew, TENANT must advise STATE in writing at least three (3) months, but not more than six (6) months, prior to the expiration of the lease term of TENANT's desire to renew this lease. Failure to do so may result in cancellation of this Agreement.

ARTICLE IV - RENT

4.1. TENANT shall pay STATE rent for the demised parcel described in ARTICLE 1.1, the conditional rights described in ARTICLE 1.2, and TENANT's use of the facilities and privileges of the Airport (collectively "Rent"). The annual lease rate at Knapp is \$0.18 per sq. ft., so the annual rent for the initial five-year period will be **Four Hundred Eighty and 00/100 Dollars (\$480.00)**.

$$3,000 \text{ sq. ft.} \times \$0.16/\text{sq. ft.} = \$480.00$$

4.2. TENANT's rent for the first year of the five-year period shall be due upon execution, and subsequent rent shall be paid annually, due and payable on or before the first day of month of this Agreement's execution, pursuant to the terms and conditions of this Agreement.

4.3. At the end of the first five-year period, and at the end of each succeeding five-year period, the STATE may adjust the amount of rent to reflect any increase for the Consumer Price Index for All Urban Consumers (CPI-U) over the previous five years, current market value for the land, and the maintenance costs for the airport. The new rate shall be used each year for the

next five-year period. For the purposes of this Lease, the CPI-U is 249.554 (based on the United States Department of Labor Statistics for March, 2018).

4.5. In the event of past due accounts, STATE may assess interest on the overdue amount at the maximum legal interest rate allowed by Title 9 of Vermont Statutes Annotated, Section 41a *et seq.*, or successor statute.

4.6. Rent checks shall be made payable to “State of Vermont” and mailed/delivered to:

Vermont Agency of Transportation
Financial Services Division
National Life Building
One National Life Drive
Montpelier, Vermont 05633-5001

The STATE’s Financial Services Division may bill TENANT directly approximately thirty (30) days prior to the payment due date. Regardless of whether the STATE sends TENANT a bill or not, rent shall be due and payable as specified in paragraphs 4.1 and 4.2 above.

4.7. TENANT shall pay all taxes imposed upon the business, aircraft, inventory, leasehold improvements, equipment, or buildings of TENANT.

ARTICLE V – NOTICES

5.1. Any notice or other communication connected with this lease shall be deemed to have been given when made in writing and mailed to the parties, by registered or certified mail with the United States Postal Service, at their addresses as set forth below or at such other address as may hereafter be designated by notice:

A. As to STATE: Vermont Agency of Transportation
Division of Policy, Planning & Intermodal Development
Aviation Section
National Life Building
One National Life Drive
Montpelier, Vermont 05633

B. As to TENANT: RXXXXXX
4ZZZZZZZ Road
Town, Vermont 05495

In addition, at the option of STATE, any notice herein provided to be given by the STATE to TENANT may be given by leaving it at the residence or place of business of TENANT or any officer of TENANT or by posting such notice on any part of the leased

premises.

ARTICLE VI – GENERAL CONDITIONS

6.1. The STATE’s “General Conditions for State-Owned Airports, Leased Land, Privately Owned Hangars, dated September 12, 2012,” are attached hereto and incorporated herein by reference.

ARTICLE VII – ENTIRE AGREEMENT

7.1. This Agreement, with the terms and conditions herein contained, constitutes the entire agreement between the parties and supersedes and replaces all other agreements and representations in connection with leasing the premises herein described, including but not limited to the leases and amendments enumerated in the recitals above.

*** The rest of this page is left blank intentionally ***

IN WITNESS WHEREOF, the **STATE OF VERMONT** has caused this instrument to

be subscribed by Joe Flynn, its Secretary of Transportation and duly authorized agent, this ____ day of _____, 2018.

**STATE OF VERMONT
("STATE")**

By: _____
Joe Flynn, its Secretary of Transportation
and Duly Authorized Agent.

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Montpelier, this _____ day of _____, 2018, personally appeared Joe Flynn and acknowledged the foregoing instrument, by him as Secretary of Transportation and duly authorized agent of the **STATE OF VERMONT** subscribed, to be his free act and deed, and the free act and deed of the **STATE OF VERMONT**.

Before me,

Notary Public
(My commission expires Feb. 10, 2019)

APPROVED AS TO FORM:

DATED: _____

ASSISTANT ATTORNEY GENERAL

IN WITNESS WHEREOF, XXXXXXXXX has caused this instrument to be subscribed, this _____ day of _____, 2018.

XXXXXX
("TENANT")

XXXXXX

STATE OF VERMONT)
_____) COUNTY, ss.)

At _____, this _____ day of _____, 2018, personally appeared **XXXXXX** and acknowledged this instrument, by him subscribed, to be his free act and deed.

Before me,

Notary Public
(My commission expires: Feb. 10, 2019)

