



TOWN OF WINCHESTER – CITY OF WINSTED

Town Hall – 338 Main Street

WINSTED, CONNECTICUT 06098

REQUEST FOR PROPOSALS (RFP)

for Sale & Development of the Mountainside Drive Property

Date Issued:	May 16, 2023
Tour:	Available On Demand
Questions Deadline:	June 16, 2023
Answers Issued by:	June 30, 2023
Submission Deadline:	9:00 AM EDT on July 17, 2023.
Primary Contact:	Joshua Steele Kelly, Town Manager townmanager@townofwinchester.org
Send Proposals To:	Winchester Town Hall
(Sealed and marked as RFP submission)	338 Main Street Winsted, CT 06098

I. Introduction & Background

The Town of Winchester/City of Winsted is requesting sealed proposals for the acquisition and development of the property known as Mountainside Drive, +/-118.15 acres located off Wallens Hill Road (hereinafter referred to as “the Property”). This land was previously approved by the Town for a 105-lot subdivision; that subdivision approval expired in April 2014. The Property is located just over a mile from Winsted’s walkable Main Street lined with shops, restaurants, and cultural attractions. It is also located on a beautiful hillside with views of the valley below and other peaks nearby. The Town has not yet set a specific purpose for which this land must be used; it is up to the proposer to identify what specific use they would like the newly-developed space to have and to present a case to the Town about why that given proposal is best.



The Town issues this RFP in order to select the proposal that assures the best overall development of this area and that will provide the Town with positive grand list growth. The Property may be sold to the proposer submitting a proposal that a selection team evaluates as being the most responsible and advantageous to the Town of Winchester. The quality of the

property development plan, experience and capability of the prospective purchaser/developer, and the proposed financial benefits for the Town are among the evaluation criteria as noted later on in this document that will be used to make that decision. The manner in which the Property is developed shall be consistent with the Town of Winchester's Plan of Conservation & Development and all applicable town, state, and federal codes and regulations.

II. Description of Site

General: The Property is irregular in shape and encompasses +/-118.15 acres of land. The property is located in the extreme easterly area of the Town of Winchester, off the west side of Wallens Hill Road, less than half a mile from its junction with Wallens Street and Stowe Road, near the Winchester-Barkhamsted town line. Currently, the surrounding neighborhood's land use consists of a few scattered single-family residences, and the overall character of the neighborhood at this time could be considered rural. The parcel has a total of 1,057.32 feet of frontage along the westerly side of Wallens Hill Road, opposite,



northerly and southerly of its junction with Meeting House Road. In addition, there are approximately 200 feet of frontage currently utilized as the primary entrance into this site, also located on the westerly side of Wallens Hill Road. On the northeasterly side of Wallens Street is an additional access strip with 84.49 feet of frontage on Wallens Street and extending approximately 665 feet northeasterly to the main portion of this parcel. The parcel then extends 2,860 feet along the westerly property line to the rear portion of the site.

Topography: The main southerly portion of this site is reasonably level to very gently sloping with an overall downward slope to the north towards the interior portion of the site. Southwesterly portions slope more steadily downward to the west. Much of this southerly area is open, previously used as pasture and farmland, now overgrown, with some wooded peripheral areas present. The interior portion of the site consists of a large, swampy area and the rear or northerly portion is wooded and slopes steadily downward to the north and northwest. Northwestern portions of this site are steeply sloping. Previously approved as a 105-lot open space subdivision located in the southerly portion of this parcel, this area is now overgrown with portions of it enhanced by attractive northwesterly views.

Infrastructure & Utilities: A significant amount of infrastructure, including municipal water and sewer lines, underground electrical and cable, storm draining, a large retention basin and both gravel and paved roadway areas are already present. The two roadways servicing the southeasterly portion of this parcel of land have been partially completed through installation

of underground utilities, storm drainage, bituminous concrete paving and berm curbing. The finish layer of final pavement for this roadway plus storm drainage cleanout and general roadway cleanup are required in order to be acceptable to the Town of Winchester. Underground utilities service the site, to include municipal water and sewer lines, electricity and telephone.

Zoning: The Property is located in the Town's RR (Rural Residential) Zone. Permitted land uses in this Zone are dictated by the Town of Winchester's Zoning Regulations. Permitted uses include single-family dwellings, accessory residential uses, family day care homes, farms, home farming, and seasonal cottages. Uses that require a special permit to be granted include accessory apartments, affordable housing, banquet facilities, bed and breakfasts, commercial recreation clubs, country inns, farm winery/greenhouse, commercial nursery, open space subdivision, recreation and entertainment facilities, commercial stables, and more. There are dimensional requirements in this zone for building height, minimum setbacks, maximum impervious surface coverage, and more. For specifics, please view the Town's Zoning Regulations.



III. Exceptional Location

Winchester is a friendly, vibrant, and affordable town that is attracting developers, businesses, and new residents alike.

Accessibility & Walkability

Winsted, the downtown area of the Town of Winchester, is just over a mile from the Property. Winsted is highly accessible, sitting at the crossroads of Route 44 (which travels east to Hartford and west to Albany) and Route 8 (which travels north to the Berkshires and south to Waterbury and eventually Connecticut's gold coast). Winsted is also 35 minutes from Bradley International Airport and just 90 minutes from New York City. This makes Winsted an ideal place for businesses, of which there are many in town, and an ideal place for families and individuals to live, whether they work nearby or commute to one of the larger cities nearby. Main Street (which is also Route 44) is charming and easily walkable. Any development located at the Property will be a short ride from a plethora of



restaurants and shops and one of Connecticut's largest natural lakes. For more information about Main Street, please visit the Friends of Main Street website at <https://www.fomswinsted.org/>.

Arts & Culture

Arts and culture are a feature not just in Winsted, but in the surrounding northwestern corner of Connecticut. Winsted is home to the American Mural Project (AMP), the largest indoor collaborative artwork in the world, standing at 120 feet long and five stories high. Nextdoor to AMP is Whiting Mills, an artisan community home to numerous artisanal shops and studios



that are open to the public on a regular basis. In development is the Laural City Playhouse, and right on Main Street is the Gilson Theater, where you can treat yourself to dinner and a movie or a live performance all at the same time. Small art, pottery, and photography studios line Main

Street, making it a vibrant and exciting place to be, and the Town is also home to the American Museum of Tort Law, the only museum of law in the world. Winsted is just 15 minutes away in Torrington is the Five Points Art Gallery and the Warner Theatre, and less than an hour away are both the Bushnell Theater in Hartford and the world-famous Tanglewood performing arts center in western Massachusetts.

Nature & Recreation

Winchester is located in the foothills of the Berkshires, making it a visually spectacular place to live and experience. The town is home to a number of parks, multiple pristine lakes (three of which are publicly accessible with public boat launches), and thousands of acres of publicly-owned land that is available and accessible for hikers, boaters, kayakers, mountain bikers, and the like. In addition to trails, lakes, and rivers, the Town is home to a number of recreation-based businesses and other attractions including R&B Sportsworld, which offers minigolf, bumper cars, batting cages, go-carts, and more; Be Under Par, an indoor golf simulator business; and more. The town is home to a wide variety of recreational and entertainment events year-round: from the Laurel Ball in the spring, to the Firemen's Carnival in the summer, to the Gator Parade in the winter. Businesses and residents looking to join Winchester will not be disappointed by its offerings outside of home and work.

Resources & Services

Winchester is not just home to top-notch Town services; it is also home to Northwestern Community College, the #1 top-ranked community college in



Connecticut offering a wide variety of two-year degrees and a bachelor's degree in business. The community college plays host to the Northwestern Entrepreneurial Center, an arm of the college that focuses on helping new entrepreneurs get the connections, experience, and help that they need to succeed. Younger students will attend, beginning in August 2022, the refurbished-as-new Hinsdale School, and the town also has its own middle school (Pearson Middle School) and sends its students to a private endowed academy, the Gilbert School.

IV. Proposal Process & Schedule

**An asterisk denotes estimated dates.*

RFP Public Release/Posting	May 16, 2023
Tour of the Property*	Available on Demand
Deadline for submission of written questions about the RFP (sent by email to townmanager@townofwinchester.org)	June 16, 2023 (by end-of-business)
Answers issued by	June 30, 2023
Deadline for Proposal Submission/Opening & Preliminary Review of Proposals	July 17, 2023 @ 9:00 AM
Interview Developers (optional)*	By July 31, 2023
Completion of Evaluation/Scoring of Proposals*	By August 15, 2023
Select Winning Proposal & Public Announcement of Proposal Selection*	By September 30, 2023
Planning & Zoning Commission meets to conduct an 8-24 review of proposal*	By October 31, 2023
Special Town Meeting Vote to Authorize Board of Selectmen to Sell Property*	By November 30, 2023
Purchase and Sale (P&S) Agreement Completed*	By December 31, 2023
Closing of Sale*	By January 31, 2024

Notices of the availability of this RFP will be placed on the Town website, in an advertisement in a locally-circulating newspaper, and in the Town's usual posting locations, both online and in print. A paper copy may be obtained during normal business hours by stopping into the Town Manager's Office.

Proposal scope:

The Property falls within the Town's Rural Residential Zone; proposals may want to consider the zone's current regulations when preparing their proposal, but proposals outside the strict scope of the zone's regulations will be considered. Such information can be found within our Zoning regulations, located on our website.

Questions concerning this RFP:

Questions concerning this RFP must be submitted in writing to the Town Manager at townmanager@townofwinchester.org or mailed to the Town Manager's Office at 338 Main Street, Winsted, CT 06098. All questions must be received by the Town Manager's Office as indicated above. Written responses will then be emailed to all proposers on record as having picked up or downloaded the RFP.

Proposal submission deadline:

Sealed proposals are due in writing or via digital/electronic copy saved on a USB (jump/thumb) drive at the Town Manager's Office, 338 Main Street, Winsted, CT 06098 by the time and date detailed above. **Faxed or emailed submissions WILL NOT be accepted.**

All costs and expenses of purchasing and developing the premises, including without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

The premises will be sold in an "AS IS" condition. Each proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the premises, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the premises and the use of the premises. Any available reports regarding the Property can be found on the Town's website at townofwinchester.org.

Proposals may be corrected, modified, or withdrawn prior to the deadline for submission of proposals by submitting the required number of copies of such correction, modification, withdrawal or a new submission, clearly marked on the outside envelope with the appropriate heading, by the submission deadline listed above.

No proposer may withdraw its proposal for a period of one hundred fifty (150) days after the due date for submission of the proposals to the Town.

The Town reserves the right to conduct a standard criminal and business background check of each proposer which may include, but is not limited to: contacting contractual business associates and practices, researching employment histories, conducting background checks with former colleagues or customers, and verifying a bidder's financial wherewithal to complete the proposed project and maintain the property over the long-term. By submitting qualifications to the Town of Winchester, the developer consents to such an inquiry and also agrees to make available to the Town financial books, records, and references as the Town deems necessary to conduct the inquiry.

The Town may, at its option, interview developers as part of this selection process. However, selection may take place without such interviews. Therefore, proposals should be complete as initially submitted.

The Town reserves the right to reject any and all proposals, to negotiate any and all nonmandatory contract terms with the successful proposer, or to cancel this procurement at any time if it is in the Town's best interest to do so.

The successful proposer must be prepared to enter into a purchase and sale agreement within sixty (60) days of Winchester's Special Town Meeting. At this Special Town Meeting, voters will vote whether to approve the sale.

V. Goals of the Property Sale & Development

The sale and development of the Property shall aim to accomplish the following goals:

1. Create a new, sustainable, residential use for the Property.

Proposals submitted to the Town should focus on providing significant residential usage on the site that will greatly enhance the Town's grand list and provide meaningful types of housing to key demographics, including but not limited to seniors and first-time homebuyers. The Zoning Regulations can be found on the Town's website, the property is located in the Rural Residential Zone.

2. Provide financial benefits to the Town via a combination of the initial sale price and grand list growth.

The Town hopes that proposals put forward will greatly improve the site's grand list value and expand Winchester's tax base.

3. Provide amenities on the site that will help build Winchester's character as a desirable place to live with a high quality of life.

The Town will favor proposals that take amenities in this new neighborhood into account and seek to invest in such amenities for the betterment of the people who will live at this new development (and perhaps beyond). Such amenities may include, but are not limited to: playground space and equipment, tennis and/or pickleball courts, a pool, trails, bocce courts, and other outdoor recreational spaces and facilities.

4. Provide an aesthetically pleasing new development that will continue to enhance the value and desirability of the surrounding neighborhood.

5. Protect natural lands.

The Property includes some inland wetlands, which the Town expects any developer to consider and protect in their proposed developments.

6. **Select a bidder who has experience with similar projects, provides solid references, and is able to proceed with the development project in a timely manner.**

VI. Submission Requirements

Parties interested in responding to this RFP are invited to submit a proposal in accordance with the following terms and conditions. With submission of a response to this RFP, the proposer acknowledges that he or she has read and understands the requirements and conditions herein.

Each proposer shall submit three (3) paper copies of the proposal (one of which shall be the original) OR a digital/electronic copy saved on a USB (jump/thumb) drive, complete with all supporting materials, to the Office of the Town Manager, 338 Main St, Winsted, CT 06098, no later than the date and time as marked at the beginning of this RFP. The sealed proposal shall be marked "Proposal for Mountainside Drive Property."

Responses to the RFP must include all required documents, completed, and signed per the instructions and attached forms included in this RFP package. Emailed and faxed proposals will not be accepted and will be deemed non-responsive and will not be evaluated. No proposals submitted after the above-referenced deadline will be accepted.

All proposals must include the following materials:

1. **Cover Letter.** A letter signed by the proposer, or, if the proposer is an entity, principal(s) of the proposer who is authorized to submit its RFP response, including a statement of interest, the identity of the proposer, and name of the purchaser of the Premises (if other than proposer), and the name, address and contact information of all interested parties.
2. **Price Proposal.** Proposers must state their proposed offered price to be paid for the acquisition of the Property.
3. **Development Plan; Closing Date.**
 - a. Each proposer must submit a narrative on the proposer's proposed use of the Property.
 - b. Proposers must also identify a proposed closing date.
4. **Site Plan.** Proposers must include a conceptual site plan which identifies landscaping and placement of new structures, driveways, or other basic features.
5. **Proposal Security.** Proposal security in the form of a certified check or cashier's check payable to the "Town of Winchester, CT" in the amount of \$5,000.00 must accompany the proposal package. The proposal security of parties not selected will be returned within a reasonable time after the date of an award. Proposal packages which fail to

include security, or those of responding parties who fail to provide the aforementioned security by the submission deadline, will be rejected as non-responsive. In the event that the successful proposer and the Town fail to enter into a Purchase & Sale Agreement (P&S) within thirty (30) days of the date of the approval vote to sell the property at Special Town Meeting, or an alternative date if agreed to by both parties, the Town shall retain the proposal security. Otherwise, the proposal security shall be credited towards the purchase price.

6. **References and Property Photos/Addresses.** Each proposer shall include the names, telephone numbers and email addresses of three to six (3 to 6) references. Please state the relationship with each reference. These references should be a combination of current or former business partners/colleagues, a former employer, or owners of residences that her/his company has previously built and sold. Photos and addresses of two or more previous developments constructed or renovated by the proposer shall also be included. By submitting qualifications to the Town, the developer consents to such an inquiry and agrees to make available to the Town financial books, records and references as the Town deems necessary to conduct the inquiry.
7. **Certifications.** Proposers are required to certify, in their submission, that they have not colluded with any other person submitting a proposal; they must supply a Certificate of Legal Existence from the Secretary of the State's Office; and they must provide a Certificate of Authority in which the proposer, if an entity, identifies the names and addresses of the managers, directors, and/or other parties authorized to act on behalf of the entity.
8. **Financing Information and, if applicable, Loan Commitment.** Financial statements and background information must be attached to the proposal. If a proposer intends to purchase and improve the Premises with a purchase money mortgage, the proposer must specify how much is to be borrowed and submit, in its proposal package, a pre-approval letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions. If the proposer intends to pursue an affordable housing development of any kind, details around the funding that will be pursued and obtained must be attached to the proposal, including timelines for the acquisition of such funds. The proposer must deliver a firm letter of commitment to the Town within sixty (60) days from the date the parties enter into a Purchase and Sale Agreement.
9. **Other.** The proposer should include in this section any other information which the proposer believes the Town should know in order to fully evaluate the proposal, or any special conditions to the proposal. If a proposal is missing any of the required materials, or the required materials are combined, the Town reserves the right to evaluate the

proposal if, in the sole discretion of the Town, the overall proposal is responsive to the evaluation criteria and required material. For example, a proposal will not necessarily be discarded if the Site Plan and Development Plan are submitted as one document, assuming that all of the required information is still included.

Additional Instructions:

- If any changes are made to this RFP, an addendum will be issued. Each addendum will be emailed to all persons on record as having requested the RFP. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from the obligation to comply with the terms of such addenda. All addenda so issued shall become part of this RFP.
- At the time of the opening of bids each proposer will be presumed to have inspected the Premises and to have read and be thoroughly familiar with the RFP (including all addenda). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation to comply with the RFP.
- Proposers are cautioned that it is the responsibility of each individual proposer to assure that his/her proposal is in the possession of the responsible official or a designated alternate prior to the stated time and at the place of proposal by the due date. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature. Late responses will not be accepted, nor will additional time be granted to individual respondents unless the Town extends the required submittal date for all proposers.
- All signatures must be handwritten and in ink by the submitter. All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, or which contain additions not called for in the specifications, erasures, alteration, or irregularities may be rejected.
- All proposals become the property of the Town. All proposals are deemed to be public records, excluding financial supporting documentation, under Connecticut General Statutes.
- The Town will not be liable for any costs incurred by any respondents in the preparation and presentation of responses to this RFP, or in the participation in views, interviews, negotiations, or any other aspect of this RFP process.
- Failure to meet the submittal requirements may be sufficient cause to reject a proposal. Proposers are solely responsible for reviewing all the provisions of this RFP and any attachments prior to submitting the proposal. Proposals that are incomplete, not properly endorsed, or are otherwise in conflict with the requirements of this RFP, may be rejected.

VII. Evaluation Criteria & Selection Process

The Town may, but is not required to, select a list of responders to invite to an interview. The use of an interview is dependent on the number and scope of the proposals submitted.

- A. Evaluation Criteria: A small committee, formed by the Town Manager that will include at least two other staff members and as many as two Selectmen, will review all proposals to determine which one is most advantageous to Winsted. Evaluation will be based on the following criteria:

CRITERION 1: Experience (of proposer)

- Has the proposer been in business for a reasonable period and had actual experience with similar development projects?
- Does the proposer have examples of similar work and related materials?
- Has the proposer included at least 3 references for past projects?
- Has the proposer demonstrated that they have a solid understanding of the technical and logistical aspects of the project?

CRITERION 2: Ability to Meet Schedule

- Has the proposer demonstrated that they could complete the development project within a reasonable amount of time?
- Do they have sufficient staff and contractors/sub-contractors to perform work in a timely manner and are they able to make the necessary time commitment required to meet the schedule?
- Have they established a detailed timeframe for their activities, and are they committed to that timeframe?

CRITERION 3: Proposed Use

- The proposer should identify how they will approach this project.
- Will the proposed use of the land enhance the physical appearance and the attractive nature of the neighborhood in which the property exists?
- Will the proposed use of the land enhance the character of Winchester and help meet the needs that the town's economy has?
- Will the proposed use of the land include a level of additional amenities for residents aside from housing?
- Will the proposed development adequately mitigate environmental impacts and/or otherwise preserve significant habitat?
- Is the proposed use permitted (either by right or under special permit) in the zone in which this lot exists?
- Has an anticipated permit list been provided?
- How will expected difficulties and challenges be addressed/met?

CRITERION 4: Financial Benefit

- Was a reasonable level of payment offered for the acquisition of the parcel?

- Will the development increase Winchester's tax base in a way that is meaningful to the town's finances?
- B. All proposals submitted by the proposal filing deadline set forth at the top of this RFP will be opened at the prescribed time, in public and recorded. All information contained in the proposals is public, excluding financial supporting documentation.
 - C. Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Town of Winchester reserves the right to disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information. The Town may request additional information of one or more respondents relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time.
 - D. Following the receipt of any additional information requested of the proposers by the Town, if any, proposals will be evaluated and rated by the Town according to the comparative evaluation criteria set forth in this RFP. The Town will select the most advantageous proposal, taking into consideration all of the evaluation criteria set forth in this RFP. For this reason, sale price will not be the primary decision factor, and as stated earlier, proposals offering the best overall value to the Town, but with a lower than market value price, may be selected.
 - E. The proposer selected by the Town will be given exclusive rights to negotiate with the Town the terms of the purchase and development of the premises. If, at any time, such negotiations are not proceeding to the satisfaction of the Town, in its reasonable discretion, then the Town may choose to terminate said negotiations. The Town may select another proposer with whom to initiate negotiations.
 - F. The selected proposer and the Town shall enter into the (P&S) agreement within thirty (30) days of approval of the voters at the Special Town Meeting, unless an alternative date has been agreed to by both parties. Extensions given on this date. Responses to all questions must be sent to the Town Manager at townmanager@townofwinchester.org.

VIII. Award, Terms, and Condition of Sale

The premises shall be awarded to the proposer selected in accordance the prior section. The Town of Winchester shall send a letter to the successful proposer, informing the proposer of such award.

The Town and the selected proposer (referred to as "Buyer") shall, within thirty (30) days of approval from voters at the Town of Winchester Special Town Meeting, or an alternative date agreed to by both parties, enter into the attached purchase and sale agreement. In the event that the proposer fails to enter into the P&S with the Town of Winchester within said thirty (30) days or a mutually agreed upon alternative date, the Town may rescind the award and retain any proposal security as liquidated damages.

The P&S shall contain, in addition to the usual provisions, the following terms:

- At time of execution of the P&S, the Buyer shall pay a deposit, which, including the \$5,000.00 proposal security paid with the submission of the proposal, will equal ten percent (10%) of the purchase price. The deposit submitted by Buyer shall be held in escrow by the Treasurer of the Town in a non-interest bearing account and shall be duly accounted for at the time for performance of this agreement. In the event that the Buyer fails to fulfill its obligation to purchase the premises, the Town shall retain the deposit as liquidated damages. In the event of any disagreement between the parties, the treasurer may retain all deposits made under the P&S pending instructions mutually given by the Town and Buyer.
- If the acquisition of the Premises is financed by a lending institution, Buyer must deliver a firm letter of commitment to the Town within thirty (30) days from the date of execution of the P&S, unless an alternative date has been agreed to by both parties.
- No broker's commission shall be paid by the Town, and Buyer shall indemnify and hold harmless the Town from any claims for such commission.
- Buyer shall pay the monetary consideration for the Premises by certified, treasurer's, or bank check or by wire transfer.
- Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this RFP. Buyer represents and warrants that it will accept the Premises "AS IS."
- In the event that the Town defaults under the P&S, Buyer shall be entitled to terminate the P&S and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and equity for any breach of the P&S by the Town.
- The purchase of the Premises shall not be contingent on the sale of any other property.
- The closing shall occur within sixty (60) days from the date on which the P&S is signed by the Town and Buyer, or within such further time as the Town and Buyer shall agree.
- The Town's obligation to close shall be contingent upon approval of the sale of the Premises at Special Town Meeting.
- The Town reserves the right, in its sole discretion, to require a means of ensuring that the construction described in a Proposer's RFP is completed within a reasonable time period.

IX. Reservations & Disclaimers by the Town

- This RFP does not represent any obligation or agreement whatsoever on the part of the Town to sell the Premises described in this RFP.
- The Town reserves the right, in its sole discretion, to reject at any time any or all proposals, to withdraw the RFP, to select finalists to submit and negotiate a more fully-developed response, to negotiate with one or more applicants, and/or negotiate and dispose of the Premises on terms that are not materially different from those set forth herein.

- The Town also reserves the right, at any time, to waive strict compliance with the terms and conditions of this RFP or to entertain reasonable modifications or additions to selected proposals provided the same are not materially different from the terms set forth herein.
- While the Town of Winchester believes that the information provided in this RFP, including all information and addenda, are accurate, the Town makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments, supplements and website links) is made subject to errors, omissions, prior sale, or financing, withdrawal without prior notice, and changes to, additions to, and different interpretations of laws and regulations. Neither the Town nor any of its agents or representatives is responsible for representations made regarding the premises during the site visit or when answering questions.
- Selection of a proposer's proposal will not create any rights on the proposer's part, including, without limitation, rights of enforcement, equity or reimbursement, until the P&S and all related documents are approved by the Town and fully executed.
- All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any proposer, will be within the sole discretion of the Town.

APPENDIX A: INFORMATION & RESOURCE LINKS

1. Town of Winchester Plan of Conservation & Development.
https://www.townofwinchester.org/sites/g/files/vyhlif1461/f/uploads/06_14_2021_pzc_approved_draft_pocd.pdf
2. Town of Winchester Zoning Regulations and Maps:
<https://www.townofwinchester.org/planning-community-development/pages/zoning-regulations-and-maps>
3. Town of Winchester Website:
<https://www.townofwinchester.org/>
4. Friends of Main Street Website:
<https://www.fomswinsted.org/>
5. Discover Litchfield Hills Regional Marketing Website:
<https://www.discoverlitchfieldhills.com/>

For other information and documents, please send requests to townmanager@townofwinchester.org prior to June 16, 2023.