

TOWN OF CHESTER



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July 7, 2021

Chester Community Greenhouse and Gardens, Inc.
c/o Cheryl Joy Lipton, President
P.O. Box 1271
Chester, VT 05143

**Re: Letter of Support and Intent to Proceed with Due Diligence
Review of CCG&G Greenhouse Project**

Dear Ms. Lipton:

It is the intent and purpose of this letter to declare the Chester Selectboard's support of the Chester Community Greenhouse Project ("Project") as envisioned by Chester Community Greenhouse and Gardens, Inc. ("CCG&G"). As a volunteer domestic non-profit community organization, the Chester Selectboard is aligned with CCG&G's mission to establish, maintain, and administer "a community greenhouse in which residents of Chester, VT can grow vegetables, herbs, and flowers in a healthy, safe, accessible, and supportive environment."

The Chester Selectboard further declares its current intent to support CCG&G's Project of relocating and erecting a donated and restored Lord & Burnham greenhouse within the Town of Chester for use in fulfilling its community mission. The Project as envisioned and proposed will provide multiple benefits and opportunities to the citizens of Chester and locate another easily accessible historic structure within walking distance of the Village Green area. This letter of support and intent is based upon the following mutual understandings of the scope of the proposed Project, as well as the conditions, contingencies, and terms as are hereinafter provided.

1. The Project – The Project as currently conceived includes the construction of a historic restored 1936 Lord & Burnham Greenhouse ("Greenhouse")

"as a place for area residents to explore multi-season growing of vegetables, flowers, and herbs within allocated planting beds. At least part of the Greenhouse will be accessible to anyone with physical limitations or disabilities. Additional exterior garden plots would be considered if the selected site can accommodate

them. Ideally, the greenhouse will be located within walking distance to the Village Green and serve as a destination for residents and visitors alike.”

See CCG&G Project Information Handout at p. 5.

The list of seven (7) potential sites for locating the Greenhouse, which have been reviewed and identified to date by CCG&G, include two sites owned by the Town of Chester as follows: (a) Town property behind the Chester Historical Society building, to the west of cemetery, parcel ID 575031 (3.86 acres); and (b) Town property on Canal Street, (Dan Davis Land & Pump House), parcel ID 605031 (3.0 acres) (“Project Sites”). The remaining five (5) sites reviewed have been disqualified due to not meeting the needs of the project.

2. Anticipated Conditions and Contingencies - It is the intent of the Chester Selectboard going forward to undertake the due diligence necessary to consider the above-referenced town-owned Project Sites as possible locations for the Greenhouse for use by Chester residents under the auspices of CCG&G, provided certain conditions and contingencies are met, and subject to further refinement and review of the Project proposal, including, but not limited to, the following:

- (a) Substantiation to the Chester Selectboard’s satisfaction that CCG&G has raised and can sustain sufficient capital funding to complete renovation, construction, and ongoing maintenance of the Greenhouse to meet the Project goals and provide the contemplated community benefits without raising the funds through the Town of Chester’s taxing authority;
- (b) Selectboard review and approval of a long-term plan for the maintenance, operation, and administration, and a contingency plan for the removal/deconstruction, of the Greenhouse at CCG&G’s sole expense;
- (c) Successful negotiation of a lease or other written agreement involving one of the Project sites on terms that are mutually agreeable to CCG&G, the Town of Chester, and their respective counsel;
- (d) Obtaining all statutory approvals necessary to enable the Town of Chester to enter a lease or other written agreement with CCG&G for the construction, operation, and maintenance of the Greenhouse on Town property on agreed terms;
- (e) Providing a public forum and process for Chester citizens, interested parties, and abutting landowners to timely consider and be heard on any Project proposal or lease agreement involving Town of Chester lands before any resulting agreements are signed by the Town of Chester or CCG&G;
- (f) Confirmation that all necessary federal, state, or local permits to implement the Project as a structure open to the public have been obtained at CCG&G’s expense and to the satisfaction of the Town of Chester;

(g) CCG&G's written commitment that it will construct, maintain, and operate the facility in full compliance with all applicable federal and state statutory and common law protections as a public accommodation to be made available equally for use to all citizens of Chester regardless of race, creed, color, national origin, marital status, sex, sexual orientation, gender identity, or disability; and

(h) Written approval and confirmation to the satisfaction of the Town of Chester that CCG&G will indemnify and hold harmless the Town of Chester and its employees, agents, and elected or appointed officials from any and all liability claims, judgments, costs, or fees occasioned by CCG&G's use and operation of the Greenhouse on Town lands, and satisfactory proof of insurance or indemnity coverage is maintained to any such claims, judgments, costs, or fees.

3. Non-Binding – This Letter of Support and Intent is intended only to establish a sufficient understanding between the Town of Chester and CCG&G to continue mutual due diligence efforts and work toward establishing a proposed written agreement and lease on mutually agreeable terms. This Letter of Support and Intent is non-binding. The Town and CCG&G will not be bound by any specific Project undertaking unless and until an agreement is signed by both parties.

4. Post Letter of Intent Due Diligence – Subsequent to the signing of the Letter of Intent and prior to the preparation and negotiation of a lease or other written agreement, CCG&G agrees to provide Town of Chester with:

(a) IRS and State of Vermont confirmation of CCG&G's status as a 501(c)(3) non-profit domestic corporation;

(b) A detailed plan for the ongoing construction, maintenance, and operation of the Greenhouse, including a plan for meeting Project goals and achieving community benefits;

(c) An accounting of funds raised by CCG&G in an amount sufficient to construct, operate, and maintain the Greenhouse, and meet Project goals and community benefits;

(d) A contingency plan for the removal/deconstruction of the Greenhouse at CCG&G's sole expense, and evidence of a fund established to cover complete costs for such purposes; and

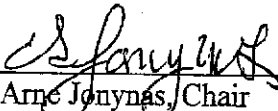
(e) Such additional information concerning the Project that will enable the Town of Chester, in its sole discretion, to complete due diligence review and approval of the Project.

5. Confidentiality – CCG&G is hereby informed that any and all information provided by CCG&G to Chester pertaining to the Project and the possible use of Chester Town lands shall be considered public information subject to review and disclosure upon request by the public under Vermont's Open Meetings and Public Records laws.

We look forward to working with CCG&G and its members toward the implementation of the Project for the benefit of the Chester community.

Sincerely,

Chester Selectboard

BY: 
Arne Jonynas, Chair