

M E E T I N G N O T I C E

BENNINGTON SELECT BOARD

Monday, March 28, 2022

Bennington Fire Facility

Multi-Purpose Room - 3rd Floor

130 River Street

Bennington, VT 05201

A G E N D A

6:00 PM

1. Pledge of Allegiance
2. Vision Statement
3. Consent Agenda 6:00 PM - 6:05 PM
 - A. Minutes of March 7 and 14, 2022
 - B. Warrants
 - C. Liquor Licenses
4. Public Comment 6:05 PM - 6:20 PM
5. Better Places Grant Award 6:20 PM - 6:25 PM
6. Economic Development Strategy and Infrastructure Update 6:25 PM - 7:05 PM
 - A. Skate Park
 - B. Benn High
7. Community Policing Advisory and Review Board 7:05 PM - 7:30 PM
8. Implementing the Town Vision 7:30 PM - 7:45 PM
 - A. Declaration of Inclusion
 - B. Juneteenth Partnership with SVSU
9. Manager's Report 7:45 PM - 7:50 PM
10. Upcoming Agenda 7:50 PM - 7:55 PM
11. Other Business 7:55 PM - 8:00 PM

1 **BENNINGTON SELECT BOARD SPECIAL MEETING**

2 **130 RIVER STREET**

3 **BENNINGTON, VERMONT 05201**

4 **MARCH 7, 2022**

5 **MINUTES**

6 **SELECT BOARD MEMBERS PRESENT:** Jeannie Jenkins-Chair; Jeanne Conner-Vice Chair; Bruce
7 Lee-Clark; Jim Carroll; Gary Corey; Tom Haley; and Sarah Perrin.

8 **SELECT BOARD MEMBERS ABSENT:** None.

9 **ALSO PRESENT:** Stuart Hurd-Town Manager; Dan Monks-Assistant Town Manager; Stephanie
10 Clarke-White + Burke; Nancy White; Michael Keane; 3 citizens; Jim Vires-CAT-TV; and Nancy H.
11 Lively-Secretary.

12 At 6:00pm, Chair Jeannie Jenkins called the meeting to order.

13 **1. CONSENT AGENDA**

14 **A. WARRANTS**

15 *Bruce Lee-Clark moved and Jim Carroll seconded the approval of the Consent Agenda*
16 *as presented. The motion carried unanimously.*

17 **2. PUBLIC HEARING - TIF DISTRICT SUBSTANTIAL CHANGE**

18 Mr. Monks explained that the Town adopted a Tax Increment Financing (TIF) Plan in
19 2017 that needs to be renewed and introduced Stephanie Clarke from White + Burke who did
20 the following presentation:

- 21 • TIF is a tool for a municipality to catalyze private investment into their community.
- 22 • It is the towns only way to grow its Grand List through infrastructure by removing
- 23 barriers that private investors may have.
- 24 • The town takes out a bond to remove the barriers. The town then builds the
- 25 infrastructure and the private investors build the development.
- 26 • The new taxes created by that investment go to repay the debt on that bond.
- 27 • The town not only retains the incremented municipal taxes but a portion of the State's
- 28 new incremental taxes.
- 29 • These are taxes that would not have existed without the town's infrastructure
- 30 involvement.
- 31 • There are boundaries for a TIF District which are, for the most part, in the downtown.
- 32 • Also, when a TIF District is adopted a town must have incurred their first debt within 5
- 33 years.

- For Bennington, the TIF District plan that was adopted in 2017 should have incurred their debt by March 31, 2022. This hasn't happened so an extension must be applied for.
- If you are extended, the extension will be for 5 more years so your initial debt must be incurred by March 31, 2027.
- However, because of the pandemic, the window of borrowing has been extended for existing TIF Districts by 2 years which would change your new date to March 31, 2029.
- Once the initial debt has been incurred, the town has 20 years to payback the bond debt.
- Part of the submission for an extension to the Vermont Economic Progress Council (VEPC), are plans for the use of the TIF dollars.
- In addition, the recommendation is that Bennington get a "Master TIF" instead of a "Regular TIF" which is what you have now.
- The Master TIF means that you have your plan and your set projects but you have to come back to VEPC when you're ready to do your projects.
- A Regular TIF would require extensive report changes if there were any changes to the original project, whereas, the Master TIF allows a broader interpretation of the project plans.
- Our original list of projects for public investment was for \$5.7M in years 2019-2022 and the list for our current plan is for \$4.1M in years 2023-2025.
- The plan projects are:
 - Bennington High School - 40 housing units; Town Infrastructure = a community recreation center including the relocation of the Bennington Senior Center, renovated gymnasium, locker rooms and rest rooms, auditorium, and class rooms.
 - Putnam Phase 2 - Town Infrastructure = upgrades to Washington Avenue and West Main Street, on-site parking lot improvements and assumption of the entire parking lot as a municipal asset.
 - Catamount School - 20 apartments; Town Infrastructure = storm water improvements, public parking lot, public park/green space, driveway, and lighting.
 - Old Drysdale Building - Town Infrastructure = the benefit from the changes for Catamount School.
 - 120 Depot Street - retail and commercial; Town Infrastructure = new water main, reconstruction of Depot Street Bridge, Streetscape improvements between Main Street and River Street, and driveway/circulation improvements at 120 Depot.
- The request this evening is for authorization to use the TIF tool and not a request for a particular project.
- We would submit our extension request by the end of this week and be eligible to be heard either at the April 28th or May 26th hearing which would put us in position for a bond vote in 2023 for one or two of the projects.

74 *Board questions/comments answered by Ms. Clarke:*

75 Ms. Jenkins: What do the locations CW, PW, CO stand for? That is VEPC language for
76 Completely Within, Partially Within, or Completely Outside of the District boundary.

77 Mr. Corey: Confirmed that the District boundaries will not change from what they are now.
78 They will not.

79 *Public questions/comments answered by Ms. Clarke or the Board:*

80 Michael Keane, member of VEPC since 2012: Asked for a further definition of a Master TIF. A
81 Master TIF requires all of the same planning documentation as a Regular TIF, however, it
82 doesn't require finality in each of the criteria allowing the Town to use the tool and come back
83 with more specificity at implementation.

84 Michael Keane: What have we missed by not incurring the TIF debt sooner? If we had incurred
85 the debt prior to 2022, we would have had to come back with detailed implementation and
86 probably would have been converted to a Master TIF at that time. Also, the pandemic would
87 have had an impact on the Town and private investors causing a lull in the tax incrementation.

88 Michael Keane: How will going into an inflationary period affect incurring the bond debt? The
89 increasing rates are a factor, however, the increasing construction costs are more of a factor.
90 Some municipalities are accelerating their projects and one is waiting. Ms. Jenkins added that
91 the ARPA funding has allowed us to think more broadly with our projects in conjunction with
92 TIF funding, as well as, other State funding.

93 Nancy White: Why hasn't TIF funding gone to a vote? Because we haven't started a project.

94 Nancy White: Did the BCRC put this together? No, it was the Town with the help of White +
95 Burke as our consultants in 2017.

96 Nancy White: Did the Manager of St. Albans work on this, too? He was invited to Bennington by
97 Mr. Keane 6 or 7 years ago and spoke to how TIF funding had helped St. Albans. When it was
98 apparent that we needed an extension, he and White + Burke were hired as consultants going
99 forward with the submission.

100 Nancy White: Has been told that the Putnam Block has private funding. Will the public be
101 involved with the Putnam Block? The Town is not involved in building the Putnam Block, only
102 for the infrastructure that will benefit the community.

103 Nancy White: Thinks the parking for 40 housing units at Benn High will be "a nightmare". It is
104 too early to be considering that the parking will be a nightmare when we haven't even seen the
105 plans yet.

106 Dan Monks: The citizens of Bennington will have the final say before any of these projects go
107 forward.

108 ***Gary Corey moved and Bruce Lee-Clark seconded to approve the TIF District***
109 ***Substantial Change Amendment to Extend Period to Incur Debt as presented. The motion***
110 ***carried unanimously.***

111 ***Bruce Lee-Clark moved and Jim Carroll seconded to approve submitting the TIF District***
112 ***Substantial Change Amendment to Extend Period to Incur Debt to VEPC. The motion carried***
113 ***unanimously.***

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117 ***At 6:35pm, Bruce Lee-Clark moved and Sarah Perrin seconded the adjournment of the***
118 ***meeting. The motion carried unanimously.***

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122 Respectfully submitted,

123 Nancy H. Lively

124 Secretary

1 **BENNINGTON SELECT BOARD MEETING**

2 **130 RIVER STREET**

3 **BENNINGTON, VERMONT 05201**

4 **MARCH 14, 2022**

5 **MINUTES**

6 **SELECT BOARD MEMBERS PRESENT:** Jeannie Jenkins-Chair; Jeanne Conner-Vice Chair; Bruce
7 Lee-Clark; Jim Carroll; Gary Corey; Tom Haley; and Sarah Perrin.

8 **SELECT BOARD MEMBERS ABSENT:** None.

9 **ALSO PRESENT:** Stuart Hurd-Town Manager; Dan Monks-Assistant Town Manager; Jonah
10 Spivak-Communication Coordinator; Shannon Barsotti-Community Development Director; Paul
11 Dansereau-Director of Facilities; Dr. Trey Dobson-SVMC; Eric Peterson; Kelly Carroll; Nancy
12 White; Jenny Dewar; Shirley Adams; Clarke Evans; Lynn Mazza; Rose Telford; 5 citizens; Jim
13 Vires-CAT-TV; and Nancy H. Lively-Secretary.

14 At 6:00pm, Chair Jeannie Jenkins called the meeting to order.

15 **1. PLEDGE OF ALLEGIANCE**

16 The Pledge of Allegiance was recited.

17 **2. VISION STATEMENT**

18 Ms. Conner read the Town's Vision Statement that was adopted by the Select Board on
19 August 24, 2020:

20 "Bennington is a welcoming, engaged, inclusive, resilient community where everyone
21 regardless of identity shares in our vitality and benefits from an outstanding quality of life."

22 **3. CONSENT AGENDA**

23 **A. MINUTES OF FEBRUARY 14, 2022 AND FEBRUARY 21, 2022**

24 **B. WARRANTS**

25 **C. LIQUOR LICENSES**

26 *Bruce Lee-Clark moved and Jim Carroll seconded to approve the Consent Agenda*
27 *amended as follows:*

28 *February 14, 2022 Minutes -*

29 *Line 141, Change "warfed" to "morphed"*

30 *Line 163, Change "Gentleman from Pownal" to "Marsh Hudson-Knapp"*

Line 271, Change <https://vtdeclarationofinclusion.org/support-for-the-declaration/> “
to <https://benningtonvt.org/community-policing>”

February 21, 2022 Minutes -

Line 25, Add “Jim Vires”

Line 174 and Line 225, Change “NOCALE” to “NACOLE”

Line 210, Change “Ms.” To “Mr.”

The motion carried unanimously.

4. COVID UPDATE

Dr. Trey Dobson did the following presentation:

- In our area, the CDC has indicated that mask wearing is “optional” by the CDC and “recommended” for those who are at risk for getting a severe case of COVID 19.
- Even though not vulnerable, he is wearing a mask because he has travelled and out of respect for others.
- We are moving toward individualism in our decision making.
- Being current on vaccinations is the best strategy we have.
- Case numbers are skewed because people aren’t testing, however, the number of admissions to the hospital with COVID is accurate, which for SVMC recently, has been 2-3.
- If you get sick and are vulnerable, self-test, and if positive, get treatment right away. The treatments are more readily available that they were originally. There are two oral medications and one administered with an IV. Prescriptions for these are available at Express Care or the Emergency Room at the hospital.
- If you get sick and are not vulnerable, self-test, and if positive, isolate for 5 days or until no longer sick. The treatment is not available to the non vulnerable population.

Board questions/comments answered by Dr. Dobson:

Ms. Perrin: Questioned that those not vulnerable could not get the treatment? Dr. Dobson clarified that this fall those not vulnerable with symptoms will be able to get a prescription for the treatment.

Mr. Carroll: Pfizer is recommending a 2nd booster shot. What are your thoughts? The FDA has not approved that yet and there isn’t enough data now to verify that this is helpful.

Mr. Carroll: Does Bennington have an unusually high level of cancer cases? We have a higher evidence of late stage lung cancer which could be due to an unforeseen variable or due to people not being screened in the earlier stages. The New York Times released erroneous data on this that they have redacted. Overall, the total number of cases is not higher.

Ms. Conner: Will the hospital close the COVID Resource Center? Vaccinations are now done at Express Care but we are still testing. We will try to keep it open as long as possible but reassess the numbers in April. And then be ready to open back up in the fall if needed.

5. PUBLIC COMMENT

The following Public Comment Practices to make the experience for all involved a productive and informative use of the Public Comment period at Select Board meetings was placed on the podium for those that wish to make Public Comments to reference:

1. Public Comment is to allow residents an opportunity to share information or make announcements that benefit the community at large.

2. The topic should not be related to an agenda item. If a member of the public wants to comment on an agenda item they can do so during the discussion of that item.

3. Comments should be 3 minutes or less.

4. You are required to state your real name and town of residence.

5. Sharing comments, announcements and concerns are encouraged rather than asking questions. Public Comment is not a time for discussion. If you have specific questions it is best to call the Town Manager to get a full explanation and accurate information.

6. If the topic requires much discussion the item will be considered as an agenda item at a future meeting.

Kelly Carroll: Invited everyone to the Walloomsac Riverwalk on March 19th at 10:00am at People's Park. It's free, pet friendly, child friendly, and a great way to start Spring. Also, the Bennington American Legion Post #13 is having a takeout spaghetti supper on March 26th. Tickets are \$10.00 and can be purchased at the Legion. Proceeds will benefit the Bennington Free Library for a Lego table in the children's section in memory of Natalie Hammond.

Nancy White: Why wasn't the public told the tax increase if the agencies passed on the ballot? Mr. Hurd explained that when he speaks of the budget increase (3.4%), that doesn't relate directly to the tax rate increase. The combined increase from all of the budgets was 4.1%, and if the agencies were approved, that increased it another 1%, which got us to ~5.2%. The tax rate is based on last year's Grand List and the problem with projecting a budget out 18 months. It is confusing and next year's presentation will be clearer.

Jenny Dewar-BBC Executive Director: We will start bringing some of the small downtown merchants to the Select Board meetings. There is no St. Patrick's Day Parade this year but there will be some buskers downtown that will be playing for tips. The hope is that they will be doing this multiple times this year. Also starting Thursday, March 17th, and running through Sunday, March 20th, there will be Shop for Shamrocks at participating merchants. On Monday, March 21st, there will be a raffle with 1st prize \$50 Downtown Dollars, 2nd prize \$25 Downtown Dollars, and 3rd prize \$10 Downtown Dollars. Participating merchants were listed.

6. COMMUNITY POLICING ADVISORY AND REVIEW BOARD

Ms. Jenkins stated that we have had a 4-week comment period. All of the comments are in tonight's packet and will be online tomorrow. We also have asked Town Counsel questions concerning parameters.

Mr. Hurd explained that one of the questions to Counsel was concerning the authority of a Committee to review police complaints, and Counsel stated that all of the authority that a municipality has flows through State statute. Currently State Law does not authorize a citizen review panel to investigate personnel issues. A Committee, such as CPARB, can review data trends and police decisions but they are unable to take any actions.

Ms. Jenkins spoke to Brian Corr from NACOLE this afternoon and he didn't feel what is allowed is very different from what we had. We need to get more information. Ms. Jenkins suggested that we look through Sections 1 through 4 of the Final Recommendations of the Safety and Equity Task Force tonight - first the Board and then the Public. Then the Community Policing Work Group (Ms. Jenkins, Ms. Conner, and Mr. Lee-Clarke) will work on Sections 1 through 4 while gathering information on Section 5. We have received information from the Police Department on their Complaint process, and we will be reaching out to the AG and our legislative delegation.

Mr. Lee-Clarke confirmed that the Board's current process is not to do the investigation but to review the results of the investigation and that will remain in place. Mr. Hurd added that a town with a Select Board but no Town Manager would do the investigation, however, where there is a Town Manager, that responsibility is passed on to that position.

Board comments/questions/changes/discussion on the Final Recommendations, Safety and Equity Task Force, Sections 1 through 4:

Public comments/questions/changes will be in BOLD.

SECTION ONE: PURPOSES FOR THE COMMUNITY POLICE ADVISORY AND REVIEW BOARD (CPARB)

- ✓ "3. Building accountability: a. by developing a clear process and timetable for reviewing and investigating complaints, recognizing compliments, and reporting those findings"

- *A timetable should be set so those interested in applying for CPARB knows what is expected of them.*
- *Delete "investigating complaints"*
- *Add "c. analyzing data for reviewing trends"*
- ✓ "1. Rebuilding and sustaining trust: c. by conducting reviews free from any external influences and control"
- *Is this actually attainable?*

SECTION TWO: SCOPE AND PRACTICE OF THE CPARB

- ✓ "The CPARB serves as an independent board that works in collaboration with the Town of Bennington, Bennington Select Board, Bennington Police Department, community partners and the public. The task is to ensure the fair and equitable police work within our community through the following recommendations:"
 - *Delete "the fair and equitable police work within our community"*
 - *Replace with "the safety and equity of the community"*
- ✓ "2. Complaints/Compliments: f. Review process and outcome of complaints, including looking at records, Body Worn Camera (BWC) footage, interviewing witnesses or other actions required to get a full understanding of what happened and other actions required for a conclusion."
 - *Delete "interviewing witnesses"*
- ✓ "2. Complaints/Compliments: e. Complaint/Compliment forms will support multiple learning styles. Forms and assistance in completing them will be available through the BPD, the Town Communication Coordinator, and representatives of a variety of community groups who will receive training about assisting with the process."
 - *Delete "the Town Communication Coordinator," - not germane to the position and the CPARB should be doing this*
 - **Nancy White** - *the Town Communication Coordinator is the perfect person to assist in completing complaints*
- ✓ "2. Complaints/Compliments:....."
 - *All of 2. Complaints/Compliments will be reformatted*
- ✓ "5. Community Relations: a. Community Agency education: supporting the BPD in how they might get efficient education about every town agency/organization, regardless of their size, specific to their services. The organizations believe this will provide them with relevant referral information that is not specifically a policing issue. Introductions of new officers and members of the department has been suggested. Consider how the agencies may support the BPD, for example, in education, vicarious trauma reduction, and providing written resources to use as hand-outs."
 - *Would like to see some relationship to the existing policy*
 - *Add "h. Give Select Board an Annual Report on trending and opportunities within the BPD"*
- ✓ "3. Policies and Procedures:

- *Add “reviewing existing policies to determine which policies need revision”*
- ✓ “4. Data:
 - *Add “review and request Community Policing data from other communities and statewide*

SECTION THREE: COMPOSITION OF THE CPARB

- ✓ “2. Qualifications: A resident in the Town of Bennington or a strong, long-time relationship with the Town of Bennington.”
 - *Define “long-time relationship”. There is language to acknowledge those that have dedicated their efforts to Bennington but live in another town. This language is too “loosey-goosey”.*
 - **Clark Adams** - *For example, our logic for “long-time relationship” is a member of the Task Force was a minister in Bennington and very involved with the community for “eons” but lived in Pownal and the Chief of Police lives in Shaftsbury.*
 - *Must be a Vermont resident.*
- ✓ “3. Expectations: e. Appointees must attend 75% of the meetings of the board (in person, or remotely); multiple unexcused absences in a year will be considered as resigning.”
 - *Needs a process and greater clarity. “will be considered as resigning” sounds too backwards.*
 - *Need to know how many 75% of the meetings would be*
- ✓ “7. Number of Members: Five to seven members.”
 - *Seven should be a minimum so 7-9 members*
 - *Comfortable with 5-7*
 - *Three Board members voted for 5-7; 3 Board members voted for 7-9; and one Board member found either acceptable.*
 - **Clark Adams** - *At 5-7 members we were being realistic as to the number of people that would be willing to serve.*
- ✓ “8. Term Length and Limits: a. Initial members will be appointed for 3 or 4 year terms to allow for rotating appointments. Future appointments will be for 3 years or to complete the term of a person they are replacing. No one may serve more than 7 years consecutively. After three years not serving, a person may be reappointed.”
 - *Would be more comfortable with a 2 or 3 year term instead of a 3 or 4 year term. A 4 year term is “a lifetime”.*
 - *Term length should be a minimum of 4 years because of the training involved.*
 - *Regardless of the frequency of the trainings, the assumption is that all training would be completed within six months.*
 - *Initially there would be 1 year, 2 year, and 3 year terms with 3 year terms a maximum.*
 - *Replace “7 years” with a number of terms.*

- *If we eliminated term limits, we should make the number of members greater.*
- *Limiting the number of terms loses valuable experience and knowledge, as well as, is more expensive to the Town to pay for additional trainings.*
- *A member of CPARB still has value even if they're not fully trained.*
- *It isn't easy to get people to apply for Boards and Commissions positions.*
- *It is a good idea to review this document every 3 years or so.*
- **Clark Adams** - *We wanted CPARB to be dynamic and show "Nay Sayers" in the community that we are willing to get things done. He chose to live in Bennington because it is "a damn fine community".*
- **Lynn Mazza** - *The intent of term limits was to get as many people involved as possible, however, if there are a lack of applicants, members can reapply. Regardless of the number of members on the Board, we need term limits to maintain turnover so there isn't the sense of anyone monopolizing the process.*

SECTION FOUR: TRAINING OF CPARB MEMBERS

- ✓ "Each member will participate in the following training:"
 - *Add Public Records Law to the list of trainings.*
 - *CPARB members should not do any reviews until they are trained and certified.*
- ✓ "1. Initial Training: c. The elements of a thorough investigation including a review of actual case files from a closed investigation."
 - *Ask our attorney if we can do this.*
- ✓ "3. Removal: A person may be recommended for removal by the Select Board if they no longer meet the expectations and qualifications of membership."
 - *We need a process in place as to the criteria for removal from CPARB.*
- ✓ "5. Compensation: Members of the Board shall be compensated at the same rate as Select Board members."
 - *We don't compensate anyone else.*
- ✓ "2. Ongoing Training: c. Training in other areas recommended by the Board, or the Chief of Police, or other regulatory, community organizations, or legislative agencies."
 - *We can't keep sending people to trainings.*
 - **Kelly Carroll** - *Keep an open mind with ongoing training since you never know what may happen.*
- ✓ "6. Community Resources:"
 - *Add Select Board liaison to the list.*

The Community Policing Work Group will review the comments on Sections 1-4 and Section 5 as stated above.

7. ECONOMIC DEVELOPMENT STRATEGY AND INFRASTRUCTURE UPDATE

Dan Monks, Assistant Town Manager, did the following presentation:

- After the public meeting, the Board directed staff to begin work on the projects that were deemed priorities.
- Criteria for the list was ARPA funding eligibility, project readiness, all stakeholders at the table, a clear role for the Town, and whether or not the project could be funded using other sources.
- After that work, these are the Current ARPA Projects -
 - Benn High (former Middle School) / Gymnasium / Senior Center & Programming / Youth Housing and/or other possible services such as social services offices
 - Working with current owner to gain site control
 - Willow Park Playground Replacement
 - Paul Dansereau to present this evening
 - Skate Park / Outdoor Skating Rink (synthetic ice)
 - Much public support and presentation by a local architect at the next Board meeting
 - County Street / Benmont Avenue Sewer Line Upgrades
 - Being designed now for an idea of the cost. May be funded by State Infrastructure Funding
 - South Street/Union Street Stormwater Management Improvements
 - Been monitoring this year, design and cost to be done this fall/winter. May be funded by State Infrastructure Funding.
 - Premium Pay/Benefits to Eligible Workers
 - Stuart Hurd to present this evening
 - Digitization of Town Records - APPROVED 2/14/22
- Recommend Moving From Current ARPA List:
 - Downtown Market - Other sources of funding available.
 - Putnam Block Phase II - Timing and other sources of funding available.
 - Capitalization of the Revolving Loan Fund - Complicated eligibility issues. Only loan subsidy is eligible.
- Next Steps - we will continue to work on these projects and update the Board and public regularly, the website will be updated, and presentations will be made for action as needed.

Board questions/comments answered by Mr. Monks:

Ms. Conner: There is something here for everyone.

Mr. Corey: The sewer line project and/or the stormwater project could each take all of the ARPA funds. Correct - we don't expect the implementation of those to be ARPA funded. Probably only the engineering piece, if anything.

Public questions/comments answered by Mr. Monks:

287 Rose Telford: What is involved with the Senior Center? We are not ready to talk about specifics
288 at this time but should have a better idea in 30-60 days which projects we will be going forward
289 with.

290 **A. WILLOW PARK PLAYGROUND**

291 Paul Dansereau, Director of Facilities, did the following presentation:

- 292 ➤ To recommend project award for the proposed ARPA funded Willow Park Play
293 Structures & Park Upgrade to Play by Design, Ithaca, New York not to exceed \$500,000..
- 294 ➤ Our current play structure built in 1999 has non-compliant safety issues and does not
295 incorporate universally accessible (UA) design principles.
- 296 ➤ In December 2021, the Willow Park Working Group identified key design parameters,
297 requirements, specifications, and features to incorporate into a new large playground,
298 small playground, and a six station fitness trail.
- 299 ➤ On January 21, 2022, Request for Proposal (RFP) was sent to 10 vendors, announced on
300 Social Media, posted on the webpage, and published in the Bennington Banner for 3
301 days.
- 302 ➤ New play structures must meet and/or exceed all Federal, CPSC, ASTM, IPEMA, and ADA
303 guidelines; incorporate play structures for toddlers, ages 2-5, and ages 5-12; include
304 removal of the old and new play structures; and provide three conceptual designs to
305 present for public engagement and input to develop final design.
- 306 ➤ Six proposals were received and evaluated for experience and qualifications, project
307 understanding and knowledge, ability to meet project schedule, cost, quality, clarity,
308 and completeness of submittal package.
- 309 ➤ Next steps are:
 - 310 ▪ Meeting with Willow Park Working Group as soon as possible
 - 311 ▪ Submit 3 conceptual designs no later than 4/6/22
 - 312 ▪ Community engagement on conceptual designs 4/6/22-4/27/22
 - 313 ▪ Final design selected no later than 4/28/22
 - 314 ▪ Demolition of existing structures on or about 4/28/22
 - 315 ▪ Site construction about early June 2022
 - 316 ▪ Completion on or about 7/31/22

317 *Board questions/comments answered by Mr. Dansereau:*

318 Mr. Carroll: Are the all-weather plastics used recycled plastics? Not sure, would have to look at
319 specs.

320 Ms. Conner: Is the location going to be the same? Yes.

321 Ms. Conner: Do you know the schedule of when community engagement will take place? Mr.
322 Spivak answered between 4/6/22 to 4/27/22 the vendor will do a presentation and we will be
323 working with the Supervisory Union to reach out to teachers, parents, and children. There has

324 been no other project in the Town that has had more activity on Facebook than the Willow Park
325 Playground. The details will be in a report to the Select Board.

326 Mr. Lee-Clark: Noted to be sure to include grandparents, daycares, etc. when reaching out.

327 Ms. Perrin: Will there be anything left of the original playground? Yes, we will be incorporating
328 the bricks as part of the design.

329 ***Gary Corey recused himself from the Willow Park Playground agenda item.***

330 ***Bruce Lee-Clark moved and Sarah Perrin seconded to accept for ARPA Funding not to***
331 ***exceed \$500,000.00 for the Willow Park Play Structures & Park Upgrade project to Play by***
332 ***Design, LLC, 204 North Geneva Street, Ithaca, New York as presented. The motion carried***
333 ***with Gary Corey abstaining.***

334 **B. EMPLOYEE PAY AND BENEFITS**

335 Stuart Hurd, Town Manager, did the following presentation:

- 336 ➤ One-Time Hazard Pay - is an opportunity to recognize all current full-time employees of
337 the Town who performed the necessary functions of government from March 2020 until
338 March 2021 when vaccines were not available and we were all at risk.
339 ➤ We didn't layoff anyone or ask them to work from home.
340 ➤ The Town Office and Police Department, though closed to the public, were open by
341 appointment only.
342 ➤ The one-time Hazard Pay would be based on a Tier system based on risk:
343 ▪ Tier 1 = Police - \$1.00/hour for hours worked
344 ▪ Tier 2 = Public Work-Highway, Water, Sewer, Buildings and Grounds, and
345 Dispatch - \$.50/hour for hours worked
346 ▪ Tier 3 = Administration - \$.25/hour for hours worked
347 ▪ Total cost = \$86,610.00

348 *Board questions/comments on Hazard Pay answered by Mr. Hurd:*

349 Mr. Haley: Believes that this is the intent for some of the funds and it is up to us to thank those
350 who worked at risk.

351 Mr. Carroll: This is long overdue and an opportunity to recognize our employees.

352 *Public questions/comments on Hazard Pay answered by Mr. Hurd:*

353 Rose Telford: Doesn't think they should get it because they're already paid too much.

354 ***Jim Carroll moved and Tom Haley seconded to approve \$86,610.00 of ARPA Funds for***
355 ***the One-Time Hazard Pay Tier Payment for full-time current Town Staff for the period of***
356 ***March 2020 until March 2021 as follows:***

357 ***Tier 1 = Police - \$1.00/hour for hours worked***
358 ***Tier 2 = Public Work-Highway, Water, Sewer, Buildings and Grounds,***
359 ***and Dispatch - \$.50/hour for hours worked***
360 ***Tier 3 = Administration - \$.25/hour for hours worked***

361 ***The motion carried unanimously.***

- 362 ➤ One-Time Benefits - Bennington does not currently offer dental or vision plans to our
- 363 employees. ARPA funds would be used to provide these offerings beginning July 1,
- 364 2022.
- 365 ➤ Both plans are available through VLCT at a reasonable rate.
- 366 ➤ In the coming year, we will see our health benefits costs decrease by 7%, a savings of
- 367 \$81,200.
- 368 ➤ Adding these two plans will cost \$88,100 based on January 2022 estimates with the
- 369 anticipation that it will be slightly lower in July 2022.
- 370 ➤ The one-time Benefits would be to purchase these plans for all current employees for
- 371 one year.
- 372 ➤ Future years would be part of the union negotiations, added to the budget where the
- 373 employee would pay 16% of vision and the Town would pay 100% of dental.

374 ***Public questions/comments on Benefits answered by Mr. Hurd:***

375 Shirley Adams: Does this potentially commit us to having to pay for these benefits in future
376 years? This would be a part of the negotiation with both contracts so only if they agree to it.

377 Shirley Adams: I will take that as a yes because once you give someone a benefit it is difficult to
378 retract it. It will more than likely continue if the Select Board agrees.

379 Clark Adams: It is important that the employees and the community understand that this is a
380 thank you for their work during COVID and not a commitment for ongoing benefits.

381 ***Jim Carroll moved and Jeanne Conner seconded to approve \$88,100.00 of ARPA Funds***
382 ***for the One-Time Benefits of Dental and Vision for all current employees for one year***
383 ***beginning July 1, 2022.***

384 Ms. Perrin will vote in favor of this but there should be a budget discussion on it.

385 Mr. Haley stated that it is important to note that other towns are already offering this
386 benefit and we are in competition for employees, especially police officers. That alone is
387 enough to implement it.

388 Ms. Conner noted that it is a well-known fact that the dental health of many people in
389 Bennington is “dismal” and she is in favor of anything we can do for our employees in this area.

390 Ms. Perrin agreed that we do want to retain and attract employees.

391 *The motion carried unanimously.*

392 **8. MASK RESOLUTION**

393 *Gary Corey moved and Jim Carroll seconded to rescind the Town of Bennington Select*
394 *Board Resolution where the Board strongly recommends wearing face masks in public indoor*
395 *spaces and leave it up to the individuals to make their own decisions. The motion carried*
396 *unanimously.*

397 **9. PATHWAYS FUNDING SUPPORT**

398 Mr. Hurd explained that Pathways Vermont is requesting \$390,000 from the legislature
399 to expand its contract with the Department of Mental Health to expand Housing First services
400 in Bennington County for an additional 30 households exiting chronic homelessness. They have
401 requested a second letter of support from the Town to be sent to the House Committee on
402 Appropriations. It is very similar to the first letter and we need authorization for the Chair to
403 sign.

404 *Bruce Lee-Clark moved and Jim Carroll seconded to authorize the Select Board Chair to*
405 *sign the second letter of support to be sent to the House Committee on Appropriations for*
406 *Pathways Vermont requesting \$390,000 for an additional 30 households exiting chronic*
407 *homelessness in Bennington County as amended below:*

408 *Last sentence, Change “the Board” to “the Select Board”*

409 *The motion carried unanimously.*

410 **10. ZONING BYLAW AMENDMENT - SET HEARING DATES**

411 Mr. Monks stated that we have a proposed amendment to Town Plan and Land Use &
412 Development Regulations (LUDR) on the Everett Estate (former SVC campus). SVMC has
413 purchased this land and a portion of it needs to have the zoning modified to encourage
414 appropriate development and re-development of the property.

415 *Bruce Lee-Clark moved and Sarah Perrin seconded to acknowledge receipt of the*
416 *Proposed Amendment to Town Plan and Land Use & Development Regulations (LUDR) -*
417 *Everett Estate (former SVC campus), and to set two Public Hearing dates at the regularly*
418 *scheduled Select Board Meetings on May 9, 2022 and May 23, 2022, respectively. The motion*
419 *carried unanimously.*

420 **11. SUPPORT FOR ARTS GRANT**

421 Eric Peterson stated that Vermont is planning a big celebration of the 250th anniversary
422 of the Battle of Bennington. There will be events all year long and the local committee is
423 working on creating a new play based on the events leading to, and including, the battle. His
424 expectation is that the research needed to write the play will take ~18 months and the actual

writing of the play will take an additional 18 months. Mr. Peterson is applying to the Vermont Arts Council for a \$4,000.00 Creation Grant to facilitate the work and is requesting a letter of support from the Select Board.

Bruce Lee-Clark moved and Jeanne Conner seconded for the Select Board to write a letter of support to the Vermont Arts Council for the \$4,000.00 Creation Grant for the writing of the play to commemorate the Battle of Bennington 250th anniversary and send to Eric Peterson by March 31, 2022. The motion carried unanimously.

12. IMPLEMENTING THE TOWN VISION

A. DECLARATION OF INCLUSION

Mr. Haley noted the 5 following items from the Community Suggestions on Action Steps for the Declaration of Inclusion that he and Ms. Jenkins had selected:

- ❖ Review Town Accessibility Plan with an eye to what we can do that goes beyond the basics - *will bring back to the Select Board*
- ❖ Review accessibility in playgrounds and recreation to include equipment, cost, and location - *will see Paul Dansereau on this*
- ❖ VLCT resources on Equity and Inclusion should be utilized as appropriate - Explore resources
- ❖ Select Board should continue to evaluate and discuss the Town vision at their meetings
- ❖ Include inclusivity clauses on websites, and in ads and flyers for community meetings, events, forums with 1) wording that actively invites people with disabilities to attend and 2) includes specific contact information for assistance

Mr. Haley added that the Community Driven Action Steps need to be reviewed.

All of the Action Steps will ultimately come back to the Board, however for now, Ms. Conner will join Mr. Haley and Ms. Jenkins to work on them.

Ms. Jenkins read the following quotes:

“Every attractive person has their moment whether it’s at a traffic stop, or going to the DMV, or getting access to SNAP, that is where democracy is happening. If we can get all of those small interactions right, then we can create a society of government that is responsive to it’s citizens and citizens trust that it will never be insensitive to them.”

It was the consensus of the Board for Ms. Conner, Mr. Haley, and Ms. Jenkins to continue pursuing the Community Suggestions on Action Steps for the Declaration of Inclusion list.

13. MANAGER’S REPORT

▪ Events with Road Closures

Tom Haley moved and Gary Corey approved the following road closures:

Mayfest - May 28, 2022, close Main Street from the 4 Corners to Valentine Street, School Street from Pleasant Street to Main Street, and Silver Street from Union Street to Main Street from 5:00am until 6:00pm.

Hemmings Cruise-ins - May 19, 2022, June 16, 2022, July 7, 2022, and August 18, 2022, close Main Street from the 4 Corners east to Union Street from 5:00pm until 8:00pm. The BBC will seek to clear the on-street parking to allow the cruise-in vehicles to park diagonally.

Harvest Fest - October 8, 2022, close Main Street from the 4 Corners to Valentine Street, School Street from Pleasant Street to Main Street, and Silver Street from Union Street to Main Street from 5:00am until 8:00pm.

Annual Food Truck Festival - August 13, 2022, close School Street from Pleasant Street to Main Street from 8:00am until 8:00pm.

The motion carried with Sarah Perrin abstaining.

- **Bennington Sports Foundation** - The newly created entity is introducing itself to the community and seeks partners that will offer support by lending its name to a list of organizations. The goal is to support teamwork among youth through sports. We will invite them to a meeting to share their mission. This does not mean financial support.

Sarah Perrin moved and Bruce Lee-Clark seconded to approve the Bennington Sports Foundation to name the Town of Bennington as a partner on their website.

Ms. Perrin asked if we lend our name to other organizations, and Mr. Hurd answered we have actually sponsored a few other organizations financially. This is a unique request.

Mr. Spivak added that the Appalachian Trail Community Designation had also asked only for our name without any financial transaction.

The motion carried with Jeannie Jenkins abstaining.

- **Support Ukraine Sign for Town Office Lawn** -

Jim Carroll moved and Bruce Lee-Clark seconded to name Jim Carroll as Board Sponsor and approve the placement of the Support Ukraine Sign on the Town Office front lawn. The motion carried unanimously.

- **Legislative Concern** - S.254 has been entirely rewritten and it isn't clear where this is all going at this time.
- **Stormwater Permit Issues** - Still no word on next steps.

14. UPCOMING AGENDA

492 March 28, 2022 - CPARB Discussion

493 March 28, 2022 - Economic Strategy Update

494 **15. OTHER BUSINESS**

495 Mr. Corey: Reminded everyone of the St. Gobain class action suit with significant dollars coming
496 back to people. Any questions contact David Silver at 802-442-6341 or go to
497 www.benningtonvtclassaction.com .

498 Mr. Haley: Thanked Jim Vires for his steadfastness at a long meeting.

499 Ms. Conner: Congratulations to everyone who worked on CLUE, and we are working with the
500 Banner to have a designated spot in the paper where we can update the public on our
501 meetings.

502 Mr. Lee-Clark: Thanked Mike Bethel for his article in the Banner on voting and we hope we can
503 develop strategies to encourage more people to vote.

504 Mr. Carroll: Thanked the people that did vote.

505 Ms. Perrin: Thanked anyone still watching and acknowledged the great show that was at the
506 Bennington Theatre this weekend.

507

508 Clark Adams: Expressed his love for Bennington and wished more people would get involved.

509

510

511

512 ***At 9:00pm, Bruce Lee-Clark moved and Sarah Perrin seconded the adjournment of the***
513 ***meeting. The motion carried unanimously.***

514

515

516

517 Respectfully submitted,

518 Nancy H. Lively

519 Secretary

TOWN OF BENNINGTON

2022 LIQUOR LICENSE RENEWAL APPLICATIONS

2022 1st Class Renewals

1. 421 Craft Bar & Kitchen
2. Avocado Pit
3. The Coffee Bar
4. Harvest Brew
5. Madison Brewing (& Outside Consumption)
6. Papa Pete's (& Outside Consumption)
7. Ramuntos Pizza (& Outside Consumption)
8. Village Garage (& Outside Consumption)

2022 2nd Class Renewals

1. Bennington Beverage Outlet
2. Beshara's 99 Cents & Up
3. Buck Stop Mini Mart
4. Cumberland Farms
5. Madison Brewing
6. Maruti, Inc.
7. Speedy Mart
8. Walgreens
9. Yott's Market

2022 3rd Class Renewals

1. 421 Craft Bar & Kitchen
2. The Coffee Bar
3. Madison Brewing
4. Ramuntos Pizza
5. Village Garage

**The Bennington Select Board hereby approves the above
2022 Liquor License Renewal Applications**

Dated: March 28, 2022

Jeannette Jenkins, Chair

Jeanne Conner, Vice Chair

Jim Carroll

Bruce C. Lee-Clark

Gary Corey

Sarah B. Perrin

Tom Haley

cc: Town Clerks Office

Memorandum of Understanding

March 24, 2022

The Town of Bennington intends to enter into a lease to own agreement with the current owner of the Benn High building at 650 Main Street. The building has over 100,000 square feet of space and the Town is interested in the approximately 30,000 square feet that would be used for community programming, including the former auditorium, home economics classrooms, cafeteria kitchen, gymnasium and shop rooms. The remaining 70,000 square feet will be developed for housing. The Town will develop and maintain the public portion of the building and Shires Housing, as well as other potential partners, will develop and maintain the housing portion of the building.

Our core partners in the redevelopment of Benn High include:

The **Bennington Senior Center**, which would relocate to the Benn High building once renovations to the space are complete. Current Senior Center programming would continue in the new space, and new programs could be added based on additional space and partners.

Bennington County Meals on Wheels, which would relocate from the Town's current Senior Center to the new location at Benn High. The Town will be responsible for the renovations to the former cafeteria and auditorium at Benn High to create a new commercial kitchen, large dining area, and office spaces for Meals on Wheels staff. The Town will also move the current MOW kitchen equipment to the new location.

Southwestern Vermont Council on Aging will offer programming for seniors at the Benn High location, including their popular Bone Builders and Green Mountain Retired Senior Volunteer Programs, as well as support for the Meals on Wheels program.

Berkshire Family YMCA will offer senior exercise classes at the Benn High space and will manage and operate recreational activities in the auditorium and gymnasium at Benn High.

Shires Housing will seek funding to redevelop the section of the Benn High building that will not be for public use. Shires will develop a mix of affordable and market rate housing, with a goal of approximately 40 additional housing units at this central downtown location. Shires will also create a SASH (Support and Services at Home) location at Benn High to offer classes and support for seniors.

All partners agree to work together collaboratively to reimagine and redevelop the Benn High building as a vibrant community center with a focus on senior programming, affordable housing, and community wellness.

Town of Bennington

Stuart Hurd, Town Manager _____

Bennington County Meals on Wheels

Ilsa Svoboda, Executive Director _____

Southwestern Vermont Council on Aging

Pamela Zagorski, Executive Director _____

Berkshire Family YMCA

Jessica Rumlow, Executive Director _____

Shires Housing

Stephanie Lane, Executive Director _____

LEASE & PURCHASE AGREEMENT

THIS AGREEMENT ("Lease"), made as of _____, 2022, by and between Bennington High, LLC of Bennington, Vermont (referred to herein as "Lessor" in paragraphs 1–11, and "Seller" in paragraphs 12–23) and The Town of Bennington, a municipal corporation with a place of business in Bennington, Vermont (referred to herein as "Lessee" in paragraphs 1–11 and "Purchaser" in paragraphs 15–23).

WITNESSETH:

1. The Lessor, in consideration of the rental and the covenants hereinafter contained to be paid and performed by the Lessee, has let and demised and by these presents does lease and demise unto the Lessee the lands and premises located at 650 Main Street in the Town of Bennington, Vermont ("Property").

Lessor reserves, however:

- A. access to the Property to the extent necessary to carry out the obligations set forth in Paragraph 4, below, such right of access being personal to Lessor and Lessor's agents hired for the express purposes set forth in Paragraph 4; and
- B. access to the shop spaces on the north side of the new wing of the Property, from the shop space on the northeast corner of the building to the old woodworking shop, as more particularly depicted in the attached Schedule A. Such right of access shall be personal to Lessor, and shall continue until the date Lessor acquires title to the Senior Center as provided in Paragraph 2, below.

Lessor will deliver the Property to lessee free of all occupants. Under no circumstances shall any person be permitted to occupy any part of the Property as a dwelling or to sleep overnight on the Property.

TO HAVE AND TO HOLD the same to the Lessee for the period set forth in Paragraph 2, below.

2. Rental Payments and Term: In consideration whereof, the Lessee covenants and agrees to pay the Lessor monthly rent, on the first day of each month beginning _____, 2022 ("Lease Commencement Date"), for a term ending on _____, 2052 ("Lease Term"), as follows:
 - (A) For the first five years, in an amount equal to a payment under a \$1,100,000.00 30-year note at an interest rate of 4% (\$5,252.00);
 - (B) At the end of five years, and every five years thereafter the interest rate shall be adjusted at the current WSJ prime lending rate plus 1%, and the amount of the rent due shall be adjusted accordingly.

The portion of such rent payments that would represent the amount of principal paid

under such terms shall be credited to the purchase price at a closing on the Property as set forth in the Purchase Terms in Paragraphs 12–23 hereof. The rent amount is subject to adjustment as set forth in Paragraph 4.

Lessee shall have the right to terminate this Lease & Purchase Agreement at any time, for any reason, upon 90 days' notice of termination, without further obligation, except as provided in this Paragraph. If no such notice of termination has been given within 18 months of the Lease Commencement Date, Lessee shall be obligated to transfer to Lessor (and Lessor shall be obligated to accept) title to the Town of Bennington Senior Center Building located at 124 Pleasant Street, which shall be conveyed without liens and encumbrances and free of occupants. The Town shall give public notice pursuant to 24 V.S.A. § 1061 within 90 days of the Lease Commencement Date. In the event that a petition is thereafter filed pursuant to 24 V.S.A. § 1061(a)(2), and subsequently disapproved by the voters of the Town, then this Lease & Purchase Agreement shall be terminated, and neither party will have further obligation hereunder, except that the Town shall have 30 days to surrender possession of the Property.

3. Property Tax: Lessor and Lessee agree that all Bennington real property taxes, if any, shall be paid by Lessee.
4. Improvements by Lessor: Within one year of the Lease Commencement Date, Lessor shall complete all of the following improvements to the Lessee's satisfaction:
 - Repair of all windows in the building, including the windows on the west side of the old high school.
 - Install heating units and air exchange units for the gymnasium and all fitness rooms and locker rooms. Such installation shall be performed by a licensed HVAC contractor.
 - Add bathrooms to gymnasium area. Such addition shall be performed by a licensed plumber.
 - Install a new roof on fitness rooms and locker rooms behind gymnasium.

All such improvements shall be completed to specifications approved in advance by Lessee. The Parties shall assign a value to the completion of such improvements within 60 days of the Lease Commencement Date. In the event that Seller fails to make all of the improvements to Lessee's satisfaction within one year of the Lease Commencement Date, the Purchase Price shall be reduced by the value of such uncompleted improvements, and lease payments adjusted accordingly. Lessor shall not permit any liens to attach to the Property in the course of performing such improvements.

5. Improvements by Lessee. Lessee at its sole cost and expense may make capital improvements to the Property during the term of this Agreement. Lessee shall not permit any liens to attach to the Property. In the event that Lessee makes such capital improvements to the Property and in the event that the closing should not occur due to termination of this Agreement pursuant to Paragraph 2, then Lessor shall keep the capital improvements made by the Lessee at no cost to Lessor. All alterations, changes, and improvements built, constructed, or placed

on the Property by Lessee, with the exception of fixtures removable without damage to the Property and moveable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor until such time as Lessee purchases the Property pursuant to the provisions of this Agreement, at which time all such improvements shall become the property of Lessee.

6. Assignment. Lessee may assign or sublease this lease, or any part thereof.
7. Lessor's Covenants. Lessor agrees that, in consideration of Lessee's full compliance with the terms herein and so long as Lessee remains in full compliance, Lessor forfeits the right to sell or lease the Property, or market the Property therefore, to any other party during the term of this Agreement, provided, however, that if Lessee notifies Lessor that it will not exercise its right to Purchase, Lessor may show the Property to prospective tenants or purchasers during the remaining term of Lessee's lease.

Lessor shall not permit any liens or other encumbrances to attach to the Property at any time during the lease term.

8. Insurance: Lessee shall procure and maintain in force fire, extended coverage and liability insurance on the entire Property. Lessee covenants to procure and maintain in force at all times during the term of this lease public liability insurance sufficient to satisfy and pay any judgment to the extent of Two Million Dollars (\$2,000,000.00), which may be recovered against Lessee by reason of its negligence, nonfeasance, lack of care or violation of any applicable statute, ordinance or regulation, with respect to the maintenance, condition or operation or use of the Property hereby demised, or the conduct of any business or any activities or transactions in or therefrom. The Lessee agrees to name the Lessor as an additional insured on any policy secured and to deliver to Lessor a certificate thereof in a timely manner.
9. Expenses. Throughout the lease term, Lessee shall be responsible for all utilities, plowing, lawn care, all costs of heating the Property and for repairs and maintenance of the Property and its systems, except for the repair of damage that may have been caused by Lessor. Throughout the lease term, Lessee shall be responsible for keeping the Property in good order and repair and in compliance with all federal, state, or local laws and regulations, unless non-compliance is caused by Lessor's acts or omissions.
10. Waiver: Any assent, expressed or implied, by the Lessor to any breach or failure to perform any covenant or condition herein contained, or any waiver, expressed or implied, by Lessor of any such covenant or condition, shall operate as such only in the specific instance, and shall not be construed as an assent or waiver of such covenant or condition generally or any subsequent breach thereof.
11. Miscellaneous Provisions:
 - A. Lessee shall have the right to quietly enjoy the Property during the term of this Lease without hindrance by anyone claiming by or through Lessor, except as expressly provided

in Paragraph 4, above.

- B. The titles and headings of all provisions hereof are intended to be descriptive and as a matter of convenience only, and as between a title or heading of a provision and the provision itself, in all cases the language and meaning of the provision shall govern.
- C. The covenants and conditions herein contained shall extend to and bind the respective heirs, executors, successors, assigns, and legal representatives of the Parties.
- D. This agreement is the entire understanding of the Parties and may not be changed, altered, varied, modified, discharged, or terminated orally. This Agreement may only be modified if agreed to in writing by both Parties.
- E. If any part or provision of this lease shall be rendered or declared illegal by federal or state law, the remainder shall not be invalidated.

PURCHASE TERMS

- 12. Option: Seller, in consideration of the promises herein contained, grants to Purchaser the exclusive right, option, and privilege to purchase the Property at any time during the lease term. Seller shall be obligated to convey the Property to Purchaser within thirty (30) days receipt of notice of exercise of this option, or if such option is not exercised earlier, within 30 days of the expiration of the term set forth in Paragraph 2, above.
- 13. Total Purchase Price: The Senior Center referenced in Paragraph 2, plus One Million One Hundred Thousand Dollars (\$1,100,000.00), in consideration for the real property described about in Paragraph 1, adjusted for that portion of rent payments representing principal paid during the Lease Term pursuant to Paragraph 2, above, and/or further adjusted as provided in Paragraph 4, above.
- 14. Inspection: Purchaser acknowledges that it has inspected the Property to its full satisfaction and it hereby waives its rights to any potential property inspection or financing contingencies and agrees that it is accepting the Property in its current "AS IS" condition, with any and all faults, except as provided in Paragraph 4, above.
- 15. Closing: At any mutually agreeable time during the term of this Agreement and, at the latest on or before _____, 2052 ("Closing"). Closing and transfer of title shall be held at the office of either the Seller's or Purchaser's attorney, in Bennington County, Vermont, or such other place as the Parties agree.
- 16. Payment of Purchase Price: Payment of the Purchase Price is to be paid by wired funds, or a Vermont Attorney's trust account check.
- 17. Deed: At Closing, Seller shall deliver to Purchaser, via Vermont Warranty Deed, marketable title, free and clear of all defects and encumbrances other than easements of record which effect the Property.

18. Examination of Title: Purchaser shall cause the title to the Property to be examined and shall notify Seller in writing within ninety (90) days of full execution of this Agreement of the existence of any encumbrances or defects which are not accepted in this Contract. In such event, Seller shall have an additional thirty (30) days from the time Seller receives such notice to remove the specified encumbrances or defects. If at the expiration of (30) days from the receipt of such notice or on the date set for closing, whichever is later, Seller is unable to convey marketable title free and clear of all such encumbrances and defects, Purchaser or Seller may terminate this Contract. At their option, Purchaser nevertheless may accept such title as Seller can convey, without reduction in sale price.

Purchaser shall also have the right to update the title examination within thirty (30) days of closing to identify any aspects of marketable title that may have changed since the initial title examination was conducted.

19. Environmental: Seller shall provide to Purchaser, within 30 days of full execution of this Agreement, any and all environmental reports, studies, certificates, and any other information related to environmental issues at the Property that are in Seller's possession or control.

20. Notices: All notices herein provided for shall be in writing. Notice shall be given to Seller at _____.
Notice shall be given to Lessor at _____.

21. Default of the Purchase Terms: If Seller fails to close, or is otherwise in default, Purchaser shall be entitled to pursue all legal and equitable remedies. If Purchaser fails to close, or is otherwise in default, Seller shall be entitled to pursue all other legal and equitable remedies.

22. Effect: This Contract is for the benefit of and is binding upon Seller and Purchaser, and their respective heirs, successors, administrators, executors and assigns. This Contract, together with any written, signed addenda thereto, contains the entire agreement by and between Seller and Purchaser and supersedes any and all prior agreements, written or oral. This Contract shall be governed by the laws of the State of Vermont. The Seller and Purchaser agree that in the interest of time the facsimile signatures of the Parties shall be sufficient to bind the Parties, and that this Agreement may be signed in counterpart. No change, modification, amendment, addition or deletion affecting this Contract shall be effective unless in writing and signed by Seller and Purchaser.


23. Efforts of Agents: The Parties agree that this transaction was brought about by no real estate agent or broker.

[SIGNATURES ON FOLLOWING PAGE]

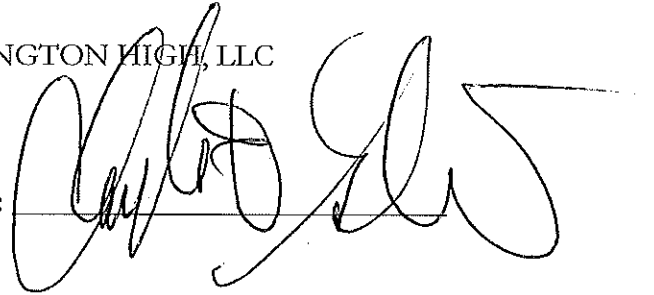
Signed at _____, Vermont, this ____ day of _____, 2021.

LESSOR/SELLER:

BENNINGTON HIGH, LLC


_____))
Witness as to Lessor

Signed By:



LESSEE/PURCHASER:

TOWN OF BENNINGTON

_____))
Witness as to Lessee

Signed By: _____
Its duly authorized agent

Resolution for Community Policing Advisory Review Board DRAFT

The Bennington Select Board, through its authority, hereby establishes a Town Board to be known as the Community Policing Advisory Review Board (CPARB), to provide meaningful community involvement in safety, equity, and law enforcement decision-making.

Through the creation of the CPARB, the Town of Bennington, its Police Department and the Select Board are committed to working with the entire community to ensure safety, accountability, transparency, and trust and to move Bennington toward achieving its vision of becoming “a welcoming, engaged, inclusive, and resilient community where everyone, regardless of identity, shares in our vitality and benefits from an outstanding quality of life”.

Goals

In partnership with the Select Board, Town of Bennington, and the Bennington Police Department (BPD), the CPARB has the following goals:

- Recommendations on police department training and community collaboration efforts
- Recommendation and review of proposed new and existing Bennington Police Department (BPD) policies and procedures
- Review of anonymized data on complaints and compliments
- Analysis of town-wide safety data with a focus on equity and areas of need
- Comparison of local data to state and national trends
- Fostering of collaborative efforts within the community to hear all voices
- Work with the Select Board and Town staff, including the BPD, to promote learning on community safety and equity issues

Activities

In collaboration with the BPD, the CPARB will:

- Provide an alternative, confidential entry portal where members of the public can enter complaints and/or compliments directed toward the Bennington Police Department.
- Review required training for the BPD and outcomes and make recommendations on additional areas for training such as de-escalation, fair and impartial policing, verbal and non-verbal communication skills; inherent bias; and officer discretion.
- Review existing collaborations with local organizations and agencies and make recommendations on ways to strengthen and develop additional working relationships between the BPD and the community.
- Develop a database for analysis of anonymized compliments and complaints.
- Provide an annual summary of data and trends relating to police policy and training; complaints and compliments; police/community collaborations, and CPARB education activities.
- Undertake other activities consistent with the goals of the CPARB and this resolution.

Considerations

The CPARB shall be governed by the same general requirements as other Town Boards and Commissions regarding appointments, conduct, term requirement, Open Meeting Law, and Open Records Law.

The CPARB does not have the power or authority to investigate, review, or otherwise participate in matters involving specific police personnel or specific police-related incidents. The CPARB will not receive, or review complaints initiated against personnel of the police, nor play any role in civil or criminal litigation. The Bennington Select Board will retain the Town Review Board function as required by the Bennington Town Charter and Vermont statutes.

Meetings

The CPARB will meet monthly, in person, or in a virtual setting. It is expected that each member will contribute and provide input on the topics on the agenda set by the chair. The CPARB may form sub-groups and engage the community in CPARB work, as appropriate. The Chief of Police or designee will attend all CPARB meetings and report on BPD matters as directed by the CPARB Chair. A Select Board or staff liaison will be appointed to provide assistance as needed by the CPARB.

Composition and Eligibility

The CPARB will consist of seven members from the community. Community is defined as a resident of the Town of Bennington, Old Bennington or North Bennington or someone who works or has demonstrated a significant (8 hours per week or more) commitment to volunteerism in Bennington.

In year one, three CPARB members will be appointed to hold (3) year terms and four members to hold (2) year terms. In year two, two members will be appointed to (3) year terms and two members will be appointed for (2) year terms. Beginning in year three, all terms will be for three years. No member may serve more than seven consecutive years on the board. Former members are eligible to apply after not serving for one year.

The CPARB will elect a Chair on an annual basis following annual board appointments by the Select Board. A member of the CPARB will act as the recording secretary.

The CPARB members are expected to demonstrate a:

- high level of objectivity and integrity.
- collaborative working style.
- strong commitment to strengthening community policing efforts.
- willingness to listen and to continuous learning.
- ability to maintain confidentiality.
- readiness to attend BPD-sponsored events.

CPARB members will represent a range of interests and experiences, such as business owners, education sector, non-profits, faith community, youth representation, and others. Diversity by age, sexual and/or gender identity, ethnicity, socio-economic status, disability, and other identity is desired.

Familiarity and or knowledge in any of the following areas would be useful but not required:

- Behavioral and/or mental health
- Substance misuse disorder

Draft #1

- Domestic violence
- Statistical analysis
- Mediation and conflict resolution
- Criminal justice system, legal and restorative justice

Police officers are ineligible for three years following the end of their service. Individuals who are under the supervision of the Vermont Department of Corrections are ineligible to serve.

The Select Board has the authority to both appoint and remove members from the CPARB. Members who are absent and inactive for three months in a row or, demonstrate a pattern of inactivity over a period of six months, or fail to meet the expectations in this resolution will be asked to reconsider their membership on the CPARB. At the discretion of the Select Board, any member may be removed from the CPARB.

Training

Members must complete training authorized by the Bennington Police Department Chief prior to active participation on the CPARB. CPARB members shall take additional training over their term; not less than one additional training per year. Training costs will be borne by the Town of Bennington.

Review

This document will be reviewed as needed but not less than every three years following adoption.

Definitions

Complaint – A complaint documents when a person witnesses or experiences a personal encounter with Bennington Police Department personnel that involves criminal conduct, misconduct, abusive or discriminatory behavior, neglect of duty, corrupt activity, inappropriate conduct or a violation of rules and regulations of the Bennington Police Department. Complaints can be made in-person, by phone, letter, or on the web. While more difficult to investigate, anonymous complaints are accepted.

Compliment – A compliment documents when a person witnesses or experiences a personal encounter with Bennington Police Department personnel that warrants special recognition as conduct that goes above and beyond the expectations of the community. Compliments may be made in-person, by phone, letter, or on the web.

Select Board Chair: _____

Adoption Date: _____

MANAGER'S REPORT

March 28, 2022

ACTION

Bennington Representative to the State-wide 250th Battle of Bennington Celebration As we all know the 250th Anniversary of the Battle of Bennington is fast approaching. Statewide groups are forming. It is our belief that a local community group should also form to highlight Bennington's historic role in the Battle. Jonah Spivak has been named to the State-wide group as a private citizen. If the Board agrees, we are recommending his formal appointment to the State-wide group. He would then be in a position to join in a local group's activities.

Action requested Motion to appoint Jonah Spivak as the Town's representative to the State-wide group.

INFORMATIONAL

Stormwater permit issues I have had a brief exchange with MSK's engineer, Nicholas Ratzer. He indicated that the State stormwater unit is in a state of flux right now. We have decided to wait for the turbulence to ease before moving forward with any changes right now.

Willow Park Playground Public Forum The Town and its design firm, Play By Design, are looking to schedule the first public forum during the first week in April. It will be held at the Fire Facility during the evening hours. A notice will be posted when times and dates are set. Three conceptual designs will be reviewed, and community input gathered to determine how we move forward.

FOLLOW UP

The Police Department Report is attached.

may be available by Monday.

The Communication Coordinator's Report is attached.



Town of Bennington

Communications Coordinator Report — March 28, 2022

After six months on the job...

I had my official six month review which was positive and I have completed my probationary time with the town. The time has gone incredibly quickly and it has been a great joy for me personally to do this work.

Citizen Outreach:

I've had fewer citizen outreaches this past month but I have seen an increase in Public Records Requests. I spent four hours this past month fulfilling these requests. While the town is not subject to Freedom of Information Act (FOIA) requests, Vermont has a Public Records Request (PRR) law that essentially serves the same purpose. The idea behind these sorts of laws is beyond reproach; we WANT all town records to be fully available to the community and we WANT everything we do to be transparent.

A.T. Community and Business Outreach

Planning is underway for a Bennington A.T. Community "Trailfest" this coming July. Part of this effort includes encouraging local businesses to become A.T. Community Supporters, and we have had eight businesses sign up to offer discounts to A.T. /L.T. hikers coming to Bennington.

Lead Lines Outreach:

In coordination with MSK Engineering, I have been helping to push out information regarding the grant funded effort to remove and replace all lead lines from the water system in Bennington. Posts on social media have generated good exposure for this effort, averaging 2,000-3,000 reach for each post.

250th Planning:

I was involved in the planning of a 250th Anniversary event honoring Remember Baker. Baker was a captain in the Green Mountain Boys and was a cousin to Ethan and Ira Allan. The ceremony was originally planned to be video taped only, but with the relaxing of COVID restrictions the event became public and drew dozens of spectators.

Willow Park Playground Outreach:

The community continues to be very interested in the Willow Park playground redevelopment. ARPA funding has been approved for the \$500,000 effort, a vendor has been chosen, and outreach will begin as soon as the design choices are ready, which should be in the next week or two. I am working closely with Katie West and the SVSU to include input from parents, teachers, students, and grandparents on the playground designs and colors.

Riverwalk:

I am assisting the BBC Design Committee with a presentation on the Riverwalk scoping study and the Town supported grant with Michael McDonough for the Bennington Rotary.

Website Update:

A vendor has been chosen for the Town website redevelopment and the initial payment to start work should be sent out next week pending warrant approval from the Select Board. The total cost for the redesign and photography for the new combined web site will be around \$12,000.

Community Newsletter:

A second issue of the new bi-monthly Community Newsletter was printed and distributed in early March. We are grateful to the Bennington Banner for this collaboration!

Cyber Security / IT:

We watch closely developments in Ukraine and how it pertains to cybersecurity risks here in the USA. An increase in cyber attacks is expected and we want to be as ready as possible.

Annual Meeting and Other Projects:

Bennington's 260th annual meeting was held via Zoom and I was very involved in the planning and execution of the town meeting event. The prior planning paid off with a smoothly run meeting with no

major problems.

I was also involved with the update to our ARPA priority list and with developing the ARPA update presentation to the select board and the community. This included gathering and reviewing public input and progress updates on projects that staff are currently working on. All the information regarding where we stand on ARPA projects, costs, and remaining ARPA funds are available on the town website.

Organizational Collaboration:

I continue to work with various organizations throughout the community and attended a Continuum of Care meeting last month. My goal is to improve

communication with the town and these various organizations and to help with the eventual creation of memorandums of understanding between the BPD and community organizations as per the new Collaboration policy adopted in January 2022.

Safety and Equity:

I was involved in a staff capacity with the development of the public presentation of the final report of the Safety and Equity task force which took place on February 21. That work has now shifted to the Select Board as they reconcile task force recommendations with applicable state laws.

Facebook POST OF THE MONTH:

Our Department of Public Works continues to be the source of many of the most popular Town posts in terms of reach with a whopping 8,400 for this post about snow plowing.

Building engagement with the community using social media is an important way for the town to bring greater awareness of what we do here on a daily basis.

Our DPW is our front line for community outreach. They are the ones that most folks see the most! I have heard over and over from members of the community about positive interactions they have with town workers. These dedicated employees work very hard and take pride in their work... and it shows.

