

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

BENNINGTON SELECT BOARD

Monday, September 11, 2023

Bennington Fire Facility

Multi-Purpose Room - 3rd Floor

130 River Street

Bennington, Vermont 05201

A G E N D A

6:00 PM

- | | |
|---|-------------------|
| 1. Pledge of Allegiance | |
| 2. Vision Statement | |
| 3. Consent Agenda | 6:00 PM - 6:10 PM |
| A. Minutes of August 28, 2023 | |
| B. Warrants | |
| 4. Public Comment | 6:10 PM - 6:30 PM |
| 5. Health Impact Assessment for Benn High | 6:30 PM - 6:45 PM |
| 6. Benn High Development Agreement | 6:45 PM - 7:20 PM |
| 7. Errors and Omissions | 7:20 PM - 7:25 PM |
| 8. Appointment to Boards and Commissions | 7:25 PM - 7:30 PM |
| 9. Manager's Report | 7:30 PM - 7:40 PM |
| 10. Upcoming Agendas | 7:40 PM - 7:45 PM |
| 11. Other Business | 7:45 PM - 7:55 PM |

We endeavor to host inclusive, accessible events that enable all individuals to engage and participate fully. To request an accommodation or for inquiries about accessibility, please contact Paul Dansereau, Facilities Director:

pdansereau@benningtonvt.org or call 802-447-9715.

1 **BENNINGTON SELECT BOARD MEETING**

2 **130 RIVER STREET**

3 **BENNINGTON, VERMONT 05201**

4 **AUGUST 28, 2023**

5 **MINUTES**

6 **SELECT BOARD MEMBERS PRESENT:** Jeannie Jenkins-Chair; Tom Haley-Vice Chair; Jeanne
7 Conner; Ed Woods; Gary Corey; and Jim Carroll.

8 **SELECT BOARD MEMBERS ABSENT:** Sarah Perrin.

9 **ALSO PRESENT:** Stuart Hurd-Town Manager; Dan Monks-Assistant Town Manager; Shannon
10 Barsotti-Community Development Director; Jonah Spivak-Communication Coordinator; Jack
11 Rossiter-Munley-ECDC Update; Scott Davis; Sam Restino; Sharon Stepp; Chloe Harris; 10
12 citizens; Josh Boucher-CAT-TV; and Nancy H. Lively-Secretary.

13 At 6:02pm, Chair Jeannie Jenkins called the meeting to order.

14 **1. PLEDGE OF ALLEGIANCE**

15 The Pledge of Allegiance was recited.

16 **2. VISION STATEMENT**

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

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

21 Mr. Carroll issued a public apology to Sarah Perrin and all others present for what he felt
22 were inappropriate comments that he had made to Ms. Perrin at the last Select Board meeting.
23 Ms. Perrin, although absent tonight, had previously told Mr. Carroll that she didn't feel it was
24 necessary to do so.

25 **3. CONSENT AGENDA**

26 **A. MINUTES OF AUGUST 14, 2023**

27 **B. WARRANTS**

28 **C. LIQUOR LICENSE**

29 *Jim Carroll moved and Jeanne Conner seconded to approve the Consent Agenda*
30 *amended as follows:*

Minutes of August 14, 2023, Lines 13 and 229, Change “Rhonda Maki” to “Martha Mackey”

Minutes of August 14, 2023, Line 333, Change “would like” to “asked”

Mr. Woods asked Mr. Hurd if the Doxsee Roofing Repair to the Town Office roof was just a repair, and Mr. Hurd answered yes.

Mr. Woods asked Mr. Hurd if the 2 industrial refrigerators from Hollisters Appliance were new or repairs, and Mr. Hurd responded that they were replacements for the Fire Facility.

Ms. Jenkins asked Mr. Hurd about the Casella Waste invoice for trash from MAU, and Mr. Hurd answered that we will be reimbursed for that.

The motion carried with Sarah Perrin absent.

4. 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.

Scott Davis: Noted that federal and state laws classify e-bikes as bicycles and that their usage has recently increased. He has found the e-bike riders to not be rude and encourages the Select Board to consider posting a speed limit for all bicycles of no more than 15 mph and to require signaling when passing in lieu of completely banning them on the pathways. He also requested that the Town pursue a grant for lighting - similar to the one for the Riverwalk - for the Rail Trail.

Sam Restino: 1. The following should be future agenda items - CTC fire; EPA meeting on the Jard site; Skate Park update; and a Benn Hi update. 2. Urges the Select Board to approach businesses and ask them how they're doing. 3. Get information out to those who are not able to acquire it via the methods that we are currently using.

Sharon Stepp: Stated that the traffic on South Stream Road is dangerous, and even with the speed limits of 25mph to 35mph, it needs to slow down. *Mr. Hurd: Said for her to send her ideas on how to slow traffic to him.*

Chloe Harris: Reiterated Ms. Stepp's concerns about the speed of traffic on South Stream Road and cited her personal experience of nearly being hit by a speeding car. *Ms. Jenkins: Also encouraged her and others to send their ideas for a solution to the speed to Mr. Hurd.*

5. ECDC UPDATE

Jack Rossiter-Munley did the following presentation:

- ECDC - the Ethiopian Community Development Council - is one of the 10 agencies for refugee resettlement throughout the United States.
- Their Vermont offices are in Brattleboro and Bennington.
- A person is a refugee if they are forced to leave their country involuntarily due to the threat of war, persecution, or violence.
- Prior to leaving they have gone through an intense international process to be designated as a refugee by the United Nations before coming to the United States.
- This process involves security and background checking followed by another round of security and background checking when it has been decided what country they will be going to.
- The first refugees came to Bennington in 2021 for resettlement via ECDC and the volunteers from the Bennington County Open Arms Committee.
- The Town of Bennington was designated as a resettlement site in October 2022 and the Bennington ECDC Office opened in February 2023 with direct resettlement beginning in July 2023.
- Since July 2023 we have had 14 people come to Bennington (2 have moved to Virginia to be close to family), a family of 6 tomorrow, and 1 more in early September.
- Most are Afghan and some are Congolese.
- Even though there is government involvement, resettling is a community effort.
- The main focus of resettling is within the first 90 days to see that they have a warm welcome, a place to stay, and be on a path to independence within the community.
- Housing is our top issue - as it is with everyone in Bennington - and we do much work in setting up the apartments for their arrival which includes furnishings, appropriately cultural food in the pantry, and an appropriately cultural hot meal for when they step in the door.

- We have shared a list of what the State has determined must be in an apartment, as well as, a list of what is not mandatory, but helpful, of commonly used daily items. Cash donations are also accepted to purchase items that cannot be donated second hand.
- We also have a list of people called the Mattress Squad who may be able to donate a new mattress or the dollars for us to get one.
- We then have the refugees sign up for services from our many partners, enroll in levels of education as needed, and find a job that matches their skills. Some were doctors, lawyers, carpenters, cooks, bakers, and business people in their homeland.
- Each refugee is given \$1,075 to use for food, rent, and other necessities until they start working.
- We are always working for resettlement to become a part of the community for the refugees, as well as, all community members. We had a gathering at the Bennington Free Library where refugees shared their stories and much culturally appropriate food was served. The Library has been very active in many ways to welcome the refugees, including a line of books in Dari.
- If interested in this effort, contact jrossitermunley@ecdCUS.org .

Board comments/questions answered by Mr. Rossiter-Munley:

Mr. Woods: Where does the “Ethiopian” come from in the ECDC? *It goes back to the origin of the ECDC when most of the refugees were from Ethiopia. In the future, the acronym will remain the same but stand for something else.*

Mr. Woods: Do you still see Ethiopian refugees? *Some are still coming to southern Vermont but not to Bennington at this time.*

Ms. Conner: We must remember that although the refugees are glad to be here, their preference would be to be in their homeland. The whole process must be “traumatizing” to them. *Most of the refugees still have friends and family in Afghanistan that they may support and are concerned about.*

Ms. Conner: Do the refugees now consider the United States their permanent home or do they hope to go back to Afghanistan? *It varies from person to person and they may not be able to think that far ahead when they arrive.*

6. MANAGER’S REPORT

Mr. Hurd did the following report.

VLCT Annual Meeting -

Jim Carroll moved and Ed Woods seconded to appoint the Town Manager as the voting delegate for the Town of Bennington at the VLCT Annual Meeting on September 26, 2023. The motion carried with Sarah Perrin absent.

We will be releasing the report on the police website that shows our progress on the 33 tasks with 24-25 recommendations made by the International Association of Chiefs of Police (IACP).

The Better Bennington Corporation (BBC) will be awarded a \$25,000 grant from the Downtown Vibrancy Fund. This requires a Letter of Support from the Select Board that will be available at the Town Office for a majority of the Select Board members to sign tomorrow.

7. UPCOMING AGENDAS

September 11, 2023 - Benn Hi Update Presentation

September 11, 2023 - Department of Health Update

September 25, 2023 - Housing for Those in Motels

September 25, 2023 or October 9, 2023 - Skate Park Update

8. OTHER BUSINESS

Ms. Conner: The Rec Center is currently closed for their annual maintenance and will reopen on September 11, 2023.

Mr. Woods: Today is the 45th Anniversary of Bennington Project Independence providing adult day services to the area.

Mr. Woods: Will be attending the Bennington Rescue Squad Finance Meeting this week.

Mr. Woods: Was asked by a Benmont Avenue resident to ask the Select Board if there could be additional signage for those turning left into the vegetable stand on Benmont Avenue. He will forward this e-mail to Mr. Hurd.

9. EXECUTIVE SESSION

A. PERSONNEL

B. CONTRACTS

At 7:05pm, Ed Woods moved and Jim Carroll seconded that the meeting was adjourned finding that an Executive Session be held on Personnel and Contracts as premature public knowledge would place a person involved in the subject matter at a substantial disadvantage. No action will be taken when going back into Open Session. The motion carried with Sarah Perrin absent.

Respectfully submitted,

Nancy H. Lively

Secretary

09/06/23

Town of Bennington Accounts Payable

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12:30 pm

Check Warrant Report # 8

By Vendor For Check Acct 01 Checks 330895 To 331002

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
330895	*BURKE, BARBARA M	09/01/23	09/01/23	Tax Credit Refund	258.41	01-1200.000
330896	*CHRISTOPHER OLDHAM	09/06/23	09/06/23	Reimburse Repairs	149.95	02-5100.485
330897	*COLLEEN HARRINGTON	09/05/23	09/05/23	Tax Credit Refund	238.72	01-1200.000
330898	*DUANE BENTLEY JR	09/01/23	09/01/23	Tax Credit Refund	196.85	01-1200.000
330899	*HAROLD & LINDA VLACH	08/28/23	08/28/23	Tax Credit Refund	214.94	01-1200.000
330900	*MYRA OR ALEXANDRA GRAVES	08/31/23	08/31/23	Tax Credit Refund	172.18	01-1200.000
330901	*PATRICIA LAKE	08/31/23	08/31/23	Tax Credit Refund	98.05	01-1200.000
330902	*SAUSVILLE, SYLVIA	09/01/23	09/01/23	Tax Credit Refund	644.77	01-1200.000
330903	*WEBB, KAREN M	09/05/23	09/05/23	Tax Credit Refund	723.77	01-1200.000
330904	AAA POLICE SUPPLY	08/24/23	08/24/23	Ammunition	8,091.30	01-4130.210
		08/04/23	29773	Blackington Flag Badges	2,996.00	01-4100.190
				TOTAL CHECK	11,087.30	
330905	ADVANCE AUTO PARTS	09/06/23	09/06/23	Fleet Parts	2,351.43	02-5330.220
330906	ALLIED AUTO PARTS OF BENN	08/28/23	587750	Air Filter for Blower	32.99	42-5480.210
		08/18/23	587527	Oil Filter	19.99	41-5920.220
		08/21/23	587584	Air Hose, Misc	20.98	41-5920.220
		08/22/23	587588	Service & Air Hose Fitting	10.98	41-5920.220
		08/30/23	587828	Switches	39.98	41-5920.220
				TOTAL CHECK	124.92	
330907	AMAZON CAPITAL SERVICES,	08/27/23	16NCG1DGY6HQ	Whiteboard 48x34 in	161.80	01-9520.850
		08/24/23	1XTQCDHDD6WF	Supplies	88.24	02-5120.230
		08/25/23	14HRLXP9LCTQ	Parts	18.10	02-5120.230
		09/04/23	1VRK7V61RW46V	Tech Cordless Phones	50.56	01-4110.210
		09/01/23	199FFCL6DPC6	Mildew Remover	69.98	42-5480.680
		08/30/23	13R44QGKN6NK	Drive Shaft & Chainsaw Blade	22.20	02-5330.210
					21.20	02-5330.220
				TOTAL CHECK	432.08	
330908	AT HOOSICK, LLC	08/25/23	X40501006701	Fitting Elbow Pipe	9.67	02-5330.220
		08/29/23	C40501006701	Credit	-9.67	02-5330.220
		08/22/23	X40500999601	Parts	84.19	02-5330.220
		08/29/23	X40501013101	Parts	43.29	02-5330.220
				TOTAL CHECK	127.48	
330909	AT&T	08/12/23	08/12/23	911 Long Distance Line	61.19	01-4140.340
330910	AT&T MOBILITY	08/11/23	636X08192023	Cell Phone	53.14	01-3650.340
					44.15	01-4100.850

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Town of Bennington Accounts Payable

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12:30 pm

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Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
					44.15	01-3710.340
					591.82	01-4140.340
				TOTAL CHECK	733.26	
330911	B & G RESTAURANT SUPPLY,	08/31/23	292007-IN	Ice Machine -Fire Dept	4,691.82	03-4570.230
330912	BCIC	08/29/23	6041	Stormwater Permit Fee	276.80	02-5100.720
330913	BEARCOM	08/15/23	5601147	Antenna Polyphaser	804.90	03-4540.680
330914	BENNINGTON COALITION FOR	08/31/23	08/31/23	Agency Funding	8,500.00	01-8000.018
330915	BENNINGTON COOLING & HEAT	08/15/23	I8881	Repair-Clean Ice Machine	356.50	02-5170.560
330916	BENNINGTON COUNTY REGIONA	08/31/23	08/31/23	Agency Funding	11,000.00	01-8000.002
330917	BENNINGTON FREE LIBRARY	08/31/23	08/31/23	Agency Funding	170,980.00	01-8000.004
330918	BENNINGTON POOL & HEARTH	08/25/23	130076	Chlorine Tablets/Eng Oil	210.80	01-3710.220
330919	BENNINGTON PROJECT INDEPE	08/31/23	08/31/23	Agency Funding	5,500.00	01-8000.003
330920	BENNINGTON RESCUE SQUAD	08/31/23	08/31/23	Agency Funding	75,620.00	01-8000.020
330921	BIG BOYS TOYS OF THE NORT	08/24/23	623537	Tire Repair for Tipper	20.00	42-5420.680
330922	CAPITAL TRACTOR INC.	08/30/23	PG71176	Mower Deck	2,336.52	01-7180.680
330923	CASELLA WASTE SYSTEMS, IN	08/28/23	739946	Trash	229.31	01-5430.560
		08/21/23	739914	Trash	158.72	42-5480.560
					96.83	01-5430.560
					74.97	02-5120.560
		08/21/23	739918	Trash - N Benn	30.00	01-5430.560
		08/28/23	739949	Trash - N Benn	15.00	01-5430.560
		08/21/23	739920	Trash - MAU	136.41	01-5430.560
				TOTAL CHECK	741.24	
330924	CDW GOVERNMENT INC	08/25/23	LN87945	Computer Items	61.00	01-3300.230
					44.08	01-3300.230
					27.10	01-3300.230
					37.89	01-3300.230
					27.10	42-5400.230
					44.08	42-5400.230
					284.91	42-5400.230
		08/30/23	LQ19078	2.5 HDD Enclosure	21.78	01-3300.230
		08/29/23	LP76904	Computer Items	31.19	01-3650.230
					119.99	01-3650.230
				TOTAL CHECK	699.12	
330925	CINTAS	05/12/23	4155295949	Cleaning Supplies - PD	282.83	01-4170.210

12:30 pm

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By Vendor For Check Acct 01 Checks 330895 To 331002

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
		03/03/23	4148279166	Cleaning Supplies - Rec	45.97	01-7170.210
		07/13/23	4161428863	Uniforms - Highway	233.58	02-5100.190
		07/27/23	4162814716	Uniforms - Highway	233.58	02-5100.190
		08/03/23	4163515254	Uniforms - Highway	233.58	02-5100.190
		08/10/23	4164222388	Uniforms - Highway	233.58	02-5100.190
		08/17/23	4164917335	Uniforms - Highway	233.58	02-5100.190
		08/24/23	4165626668	Uniforms - Highway	235.40	02-5100.190
		08/30/23	4166201389	Uniforms - Highway	233.58	02-5100.190
		07/13/23	4161428669	Uniforms - Water	11.16	41-5900.190
		07/27/23	4162814526	Uniforms - Water	107.89	41-5900.190
		08/03/23	4163515008	Uniforms - Water	9.76	41-5900.190
		08/10/23	4164222309	Uniforms - Water	9.76	41-5900.190
		08/17/23	4164917129	Uniforms - Water	9.76	41-5900.190
		08/24/23	4165626447	Uniforms - Water	9.76	41-5900.190
		08/30/23	4166201319	Uniforms - Water	9.76	41-5900.190
		07/13/23	4161428652	Uniforms - Wastewater	12.24	42-5400.190
		07/27/23	4162814427	Uniforms - Wastewater	12.24	42-5400.190
		08/03/23	4163515072	Uniforms - Wastewater	12.24	42-5400.190
		08/10/23	4164222267	Uniforms - Wastewater	12.24	42-5400.190
		08/17/23	4164917100	Uniforms - Wastewater	12.24	42-5400.190
		08/24/23	4165626483	Uniforms - Wastewater	12.24	42-5400.190
		08/30/23	4166201383	Uniforms - Wastewater	12.24	42-5400.190
		TOTAL CHECK			2,219.21	
330927	COEO SOLUTIONS, LLC	08/21/23	1100932	Cell Modems for PS	101.04	42-5400.340
330928	COMCAST	08/23/23	08/23/23	8773 50 030 0171680	56.54	01-7900.340
		08/18/23	08/18/23	8773 50 030 0057681	373.95	03-4500.340
		TOTAL CHECK			430.49	
330929	CURTIS LUMBER COMPANY, IN	08/23/23	2308-196107	Lumber	678.00	01-7170.220
					230.88	01-7160.220
		08/17/23	2308-170202	Siding for Woodford PS	111.48	41-5910.680
		08/30/23	2308-230890	Insulation	135.78	01-7170.680
		TOTAL CHECK			1,156.14	
330930	DE LAGE LANDEN	08/17/23	80679337	Copier Lease	240.00	01-4100.650
330931	DIOTTE, KEITH	08/30/23	08/30/23	Expense Rpt	100.43	01-4130.742
330932	DISPLAY SALES	08/31/23	INV0306	Holiday Decorations	5,001.50	01-8043.440
330933	ELECTRICAL INSTALLATION I	08/21/23	2316-08/21/2	Burgess Rd PRV	3,000.00	41-0870.000
330934	ENDYNE, INC.	08/23/23	459228	Colilert	40.00	41-5980.560
		08/30/23	459955	Colilert	80.00	41-5980.560
		08/24/23	459344	WW Analysis	296.00	42-5480.560
		08/30/23	459907	WW Analysis	296.00	42-5480.560
		08/30/23	459980	WW Analysis	296.00	42-5480.560
		TOTAL CHECK			1,008.00	
330935	F.W. WEBB COMPANY	08/17/23	82003773	Cement Hydraulic 10#can	40.68	02-5200.220

12:30 pm

Check Warrant Report # 8

By Vendor For Check Acct 01 Checks 330895 To 331002

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
		08/23/23	82076800	Water Key	8.13	01-7160.220
		08/25/23	82107761	Supplies	11.10	41-5940.210
		08/18/23	81974378	Burgess Rd PRV	246.27	41-0870.000
		08/23/23	82072716	Supplies	82.65	41-5940.210
		08/30/23	82162070	Parts-Sidewalk Sweeper	30.81	02-5330.220
				TOTAL CHECK	419.64	
330936	FERGUSON WATERWORKS #576	08/23/23	1178037	Sewer parts	2,207.41	42-5440.210
		08/24/23	1180047	Gripper Plug	111.72	42-5440.210
				TOTAL CHECK	2,319.13	
330937	FERRARA, DANIEL J	08/30/23	08/30/23	Expense Rpt	130.50	01-4130.742
330938	FISHER SCIENTIFIC COMPANY	08/29/23	5749543	Lab Supplies	124.41	42-5480.210
		08/28/23	5710563	Lab Supplies	673.53	42-5480.210
				TOTAL CHECK	797.94	
330939	FORT MILLER COMPANY INC	08/25/23	158340	Warning Plates	660.00	02-5200.560
		08/25/23	158340-1	Burgess/Main PRV	3,240.00	41-0870.000
				TOTAL CHECK	3,900.00	
330940	GOVERNMENT FINANCE OFFICE	08/30/23	2331947	Annual Dues	190.00	01-3410.400
330941	GRAINGER	08/15/23	9805044691	Shower Curtains	79.00	01-7170.230
330942	GREEN MOUNTAIN POWER CORP	08/29/23	08/29/23	Electric - Benn Hi	621.34	01-7800.760
		08/30/23	08/30/23	Electric	-19,112.51	01-1106.000
					108.92	02-5280.760
					2,735.12	02-5170.760
					17,029.35	42-5480.760
					263.33	02-5130.760
		08/30/23	08/30/23-1	Electric	2,243.91	01-4170.760
					-15,717.96	01-1107.000
					5,557.54	01-7170.760
					902.70	01-3710.760
					3,708.88	41-5980.760
					1,650.38	01-7970.760
					4,777.35	41-5910.760
					1,304.25	03-4570.760
		08/30/23	08/30/23-2	Electric	24.34	42-5480.760
					3,144.00	41-5910.760
		08/29/23	08/29/23-1	Electric	201.48	41-5980.760
					525.13	41-5910.760
					332.40	42-5480.760
		08/29/23	08/29/23-3	Electric	187.87	01-7170.760
					55.76	01-3720.760
					439.19	01-7160.760
					179.87	01-3710.760
					306.25	40-4420.760
		08/29/23	08/29/23-4	Electric	556.74	02-5130.760

09/06/23

Town of Bennington Accounts Payable

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12:30 pm

Check Warrant Report # 8

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Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
					10,326.61	02-5280.760
					71.64	02-5170.760
				TOTAL CHECK	22,423.88	
330943	GREEN MOUNTAIN RSVP	08/31/23	08/31/23	Agency Funding	2,750.00	01-8000.010
330944	GREEN MOUNTAIN TRAFFIC CO	08/29/23	BENN082523	PRV Install Main St	1,736.15	41-0870.000
		09/04/23	BENN090123	Burgess/Main PRV	703.20	41-0870.000
				TOTAL CHECK	2,439.35	
330945	GREENMAN-PEDERSEN, INC.	08/08/23	368841	Benn STP Bike (26)s	689.13	01-7130.440
		08/30/23	370804	Benn STP Bike (26)s	3,061.62	01-7130.440
				TOTAL CHECK	3,750.75	
330946	GSS FIRE EXTINGUISHER	08/24/23	7395	Inspec/Refill @ Fire Dept	54.15	03-4570.560
330947	H L FUEL CO., INC.	09/01/23	1704413	273827 - Fire house	900.13	03-4570.770
		08/24/23	1704092	273825 - TO	505.95	01-3710.770
				TOTAL CHECK	1,406.08	
330948	H L PROPANE CO. INC.	08/25/23	1704070	4527 - Rec Ctr	1,127.48	01-7170.770
330949	HACH COMPANY	08/28/23	13716372	Variable Pipette& Tips	46.45	42-5480.210
		08/25/23	13714959	Variable Pipette & Tips	482.00	42-5480.210
				TOTAL CHECK	528.45	
330950	HAYDEN PLUMBING & HEATING	08/15/23	6836	Condensate Pump @ PD	545.00	01-4170.680
330951	HOME DEPOT CREDIT SERVICE	08/16/23	4010901	Supplies	18.97	41-5940.210
		08/28/23	2144155	Ryobi Elec SurfaceCleaner	182.97	01-7170.230
		09/02/23	7023067	Supplies	49.50	42-5480.210
		08/22/23	8022194	Concrete Mix	19.92	01-7160.220
		08/21/23	9022156	Burgess Rd PRV	120.55	41-0870.000
		08/22/23	8011863	Burgess Rd PRV	78.34	41-0870.000
		08/24/23	6012179	Burgess Rd PRV	390.46	41-0870.000
		08/29/23	1022627-1	Tread Tape	53.96	02-5330.210
		08/28/23	2012824	Drill Bits	172.51	02-5330.210
		08/28/23	2012770	Posts for Orchard Road	297.80	02-5110.220
		08/28/23	2624672	Grant St Hose	49.98	02-5170.210
		08/31/23	9093404	Weed Wacker Trim Line	34.47	02-5120.220
		08/30/23	22745	Grab Bar/Tray Set/Scraper	108.89	01-7170.220
		08/29/23	1022616	Tile Repair/Duster	44.80	01-7170.220
		08/31/23	9013214	Pine Boards/Drill Bits	288.87	01-7170.680
		08/31/23	9093436	Satin White Filler	29.50	01-7170.680
		08/30/23	104258	Kitchen Cabinets @ Rec	1,436.00	01-7170.680
		08/30/23	9900987	Kitchen Cabinet-Refund	-43.00	01-7170.680
				TOTAL CHECK	3,334.49	
330953	J G MCCULLOUGH FREE LIBRA	08/31/23	08/31/23	Agency Funding	14,200.00	01-8000.006
330954	JGS RECYCLING & HAULING,	08/18/23	2846	Reclaim & Recycle	407.00	01-5430.560

12:30 pm

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By Vendor For Check Acct 01 Checks 330895 To 331002

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
330955	JOHNS BUILDING SUPPLY CO.	08/28/23	16824/1	Grout/Mortor for MH	560.00	42-5440.210
330956	JOSEPH BROWN SMALL ENGINE	08/18/23	10022	Carb Repair Kit Service	239.89	02-5330.220
330957	LIVELY, NANCY	08/28/23	08/28/23	SB Meeting Minutes	114.75	01-3700.560
330958	MARKOWSKI EXCAVATING INC	08/30/23	PYMT# 28	Participating STP (26)s	12,315.97	01-7130.440
330959	MICHAEL J BAKER	09/05/23	09/05/23	Park Services August	225.00	01-7160.560
330960	MITCHELL TEES & SIGNS, IN	08/28/23	84768	4RecruitsClothing/Academy	694.00	01-4100.190
330961	MONUMENT ELECTRIC COMPANY	08/07/23	12394	Misc Elec Work @ FD	2,640.00	03-4570.810
		09/01/23	12409	Repair Fire Alarm PD	125.00	01-4170.680
		08/31/23	12410	Landscape Lights @ Splash	75.00	01-7160.680
		08/31/23	12411	12 LED in Weight Rm	1,795.00	01-7160.680
		08/31/23	12412	Sensor Mens Bath-Willow	186.00	01-7170.680
				TOTAL CHECK	4,821.00	
330962	MORSE REPAIR INC.	08/18/23	46287	Hydraulic Couplings	41.68	02-5330.220
330963	MSK ATTORNEYS	08/31/23	51500	Benn Hi Redevelopment	2,226.50	01-7800.560
330964	NEMRC	08/24/23	53362	Disaster Recovery	796.68	01-3700.560
330965	NIXON, ROBERT	08/28/23	08/28/23	WW License & Fee	275.00	42-5400.720
					20.00	42-5400.720
				TOTAL CHECK	295.00	
330966	NORTH BENNINGTON HYDROELE	09/06/23	09/06/23	Hydro	15,089.24	01-1107.000
330967	NORTHEAST MUNICIPAL LLC	08/24/23	8741	Mechanic Supplies	1,266.18	02-5330.230
		08/31/23	8766	4 Square Shovels	242.44	42-5440.230
				TOTAL CHECK	1,508.62	
330968	O'REILLY AUTOMOTIVE, INC.	07/21/23	5684-128832	Return Pipe-Inter	-27.69	02-5330.220
		08/21/23	5684-135239	Wiper Blades/Taurus #7	20.90	01-4180.680
		08/15/23	5684-133961	Fant Glass	23.44	02-5330.220
		08/28/23	5684-136652	Megacrimps	34.21	02-5330.220
				TOTAL CHECK	50.86	
330969	OTIS ELEVATOR COMPANY	08/14/23	100401282642	Maint. Service	407.09	03-4570.680
		08/14/23	10000115569	Logistics & Fuel Impact	100.00	01-4170.560
		08/14/23	10000115565	Sr Ctr Service Contract	100.00	01-7970.560
				TOTAL CHECK	607.09	
330970	PARAMOUNT ASSESSMENT GROU	08/24/23	117	Polygraph	350.00	01-4100.560
		08/24/23	116	Polygraph	350.00	01-4100.560
				TOTAL CHECK	700.00	
330971	PAULSON WOOD PRODUCTS, IN	08/24/23	082423	Lumber/ReplaceNinjaBridge	1,624.70	01-7130.680

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
330972	PECKHAM INDUSTRIES, INC.	08/26/23	1054847	County St Paving	3,847.20	02-5200.560
		08/26/23	1054849	Burgess/Main PRV-Stone	315.53	41-0870.000
		08/26/23	1054848	Burgess/Main PRV-Stone	622.13	41-0870.000
				TOTAL CHECK	4,784.86	
330973	PELTON TOOLS	08/28/23	82823121469	Ford Wheel Bearing Puller	749.95	02-5330.225
330974	PETE'S TIRE BARNS, INC.	08/24/23	62826	Tire Replacement	611.68	41-5920.220
330975	PETTY CASH - BENNINGTON P	08/31/23	08/31/23	NNO & Prisoner Meals	1.73	01-4170.560
					9.91	01-4170.560
					24.91	01-9534.850
					2.82	01-4170.560
				TOTAL CHECK	39.37	
330976	PETTY CASH - BENNINGTON T	09/05/23	09/05/23	Postage & DMV	94.00	01-4180.830
					64.41	42-5400.360
					64.41	41-5900.360
				TOTAL CHECK	222.82	
330977	PITTSFIELD LAWN & TRACTOR	08/23/23	352152	Mower Parts	423.92	01-7180.220
330978	PRUE ELECTRIC	08/13/23	1561	Bowen Rd Outlets	414.00	02-5170.680
		09/03/23	1571	Burgess/Main PRV-Electric	3,260.00	41-0870.000
				TOTAL CHECK	3,674.00	
330979	R C PEMBROKE & SONS INC	08/31/23	2022-2097	Mulch for TO	183.96	01-3710.220
330980	R.K. MILES, INC.	08/24/23	319857/1	Windows,Sash&Screens @ PD	916.96	01-9506.850
330981	RCS CONSULTING, INC.	09/01/23	21323	Managed Services	461.65	02-5100.560
					1,538.83	01-3700.560
					153.87	03-4500.560
					461.65	41-5900.560
					461.65	42-5400.560
				TOTAL CHECK	3,077.65	
330982	REYNOLDS & SONS	08/22/23	3428720	Repair Disc & Gasket	104.00	03-4580.680
330983	SANITARY EQUIPMENT CO., I	08/28/23	01-86659	Suction Tube	451.67	42-5420.220
330984	SECURSHRED	08/23/23	433897	Shredding	22.00	01-3700.560
		08/23/23	433852	Shredding	22.00	01-4100.560
				TOTAL CHECK	44.00	
330985	SHERWIN-WILLIAMS COMPANY	08/24/23	4081-6	Paint & Supplies	123.63	01-7160.220
		08/31/23	4291-1	Paint & Supplies	89.15	01-7170.220
				TOTAL CHECK	212.78	
330986	SOUTHWESTERN VT COUNCIL O	08/31/23	08/31/23	Agency Funding	3,750.00	01-8000.011

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By Vendor For Check Acct 01 Checks 330895 To 331002

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
330987	STAPLES BUSINESS CREDIT	08/28/23	761292806901	Bookshelves	266.40	01-3710.230
		08/21/23	761364672001	Copy Paper	207.64	01-3700.200
		08/22/23	737815353901	12 pk - 1" Binders	39.19	01-3700.200
		08/23/23	761372270302	Office Supplies	11.29	01-3430.200
		08/23/23	761372270301	Office Supplies	68.98	01-3430.200
		08/29/23	761412127401	Wall Calendars 2024	53.08	42-5400.200
		08/28/23	761407878401	WWTP Office Supplies	738.57	42-5400.200
		08/30/23	761424496001	DVD-R's & Office Supplies	41.10	01-4100.200
					123.16	01-4110.210
		08/30/23	761424496002	Address Labels	27.19	03-4500.200
				TOTAL CHECK	1,576.60	
330988	STATE OF VERMONT-WATER QU	08/30/23	69717	Operating Fees Apr-June23	8,212.75	41-5900.720
330989	SUNRISE FAMILY RESOURCE C	08/31/23	08/31/23	Agency Funding	5,000.00	01-8000.019
330990	SYNCARPHA BENNINGTON SOLA	08/31/23	255582	Solar	17,086.32	01-1106.000
330991	TARA SCHATZ	08/31/23	INV-000201	VBH-Social Media,News Let	220.00	01-3650.350
330992	TRACTOR SUPPLY CREDIT PLA	08/24/23	71922	Recovery Strap/Rope	160.96	01-7160.220
		08/21/23	71113	Saw Pin	2.38	02-5330.220
		08/30/23	73640	Seat for Paver	249.99	02-5330.220
		08/30/23	73638	Grease Hose Guard	21.99	02-5330.210
		08/30/23	73694	Toggle Handle Paver	8.99	02-5330.220
		08/30/23	741310	UBolt for Sweeper	11.16	02-5330.220
				TOTAL CHECK	455.47	
330993	TUTORIAL CENTER	08/31/23	08/31/23	Agency Funding	5,000.00	01-8000.012
330994	VCJTC / VT POLICE ACADEMY	07/07/23	18966	Training	11.00	01-4110.212
330995	VERIZON WIRELESS	08/23/23	9942781339	Broadband Srv.	200.05	01-4140.340
330996	VERMONT STATE TREASURER'S	09/05/23	09/05/23	Dog Licenses 5/1-8/31	935.00	01-2120.000
330997	VISITING NURSE ASSOC. & H	08/31/23	08/31/23	Agency Funding	10,800.00	01-8000.001
330998	VLCT PACIF	08/28/23	REN230041-Q4W/C & Property		27,387.00	01-4100.483
					20,602.00	02-5100.483
					4,508.00	41-5900.483
					584.00	03-4500.483
					4,508.00	42-5400.483
					3,102.00	01-3700.483
					13,543.00	42-5400.480
					23,311.00	01-3700.480
					8,904.00	41-5900.480
					30,124.25	01-4100.480
					3,772.00	01-7170.480

09/06/23

Town of Bennington Accounts Payable

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By Vendor For Check Acct 01 Checks 330895 To 331002

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
					4,824.00	03-4500.480
					17,625.00	02-5100.480
					992.00	01-7900.480
				TOTAL CHECK	163,786.25	
330999	VMERS - RETIREMENT DIVISI	09/04/23	09/04/23	Unfunded Liability	54,326.86	41-5900.156
					69,848.82	42-5400.156
					512,224.68	01-3700.156
					139,697.64	02-5100.156
				TOTAL CHECK	776,098.00	
331000	W & R FENCING, LLC	08/23/23	1043	Re-Install Fence Cemetary	600.00	01-5520.560
331001	WALTS AUTOMOTIVE SERVICE	08/28/23	10612	Towing Fees/Car#12	65.00	01-4110.560
331002	WELLS FARGO VENDOR FINANC	08/22/23	5026413133	Copier Lease	104.00	01-3700.650
		08/19/23	5026381874	Copier Lease	225.00	01-3700.650
				TOTAL CHECK	329.00	

Report Total

1,424,946.69

FOR THE SELECTBOARD

 Chair

 Vice Chair

To the Treasurer of the Town of Bennington,

We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ *1,424,946.69 Let this be your order for the payments of these amounts.

EXECUTIVE SUMMARY

Background

The Benn High Redevelopment Project Health Impact Assessment (HIA) was conducted to better understand the potential health effects of an initiative to utilize a large, vacant downtown building as housing and community space. The proposed project is a public-private partnership between the Town of Bennington and Hale Resources, LLC. It would transform the 100,000 former high school to include mixed-income apartments; a childcare facility; University of Vermont Extension; Southwest Vermont Council on Aging; Bennington County Meals on Wheels; Bennington Senior Center; and the Berkshire Family YMCA.



This HIA was guided by two research questions:

1. What are current community conditions near Benn High?
2. What are the potential impacts (both positive and negative) of the Benn High Redevelopment Project for affected citizens?

Resulting data was used to inform recommendations for the project to better promote health equity and community wellbeing.

Methodology

Both primary and secondary data sources were utilized in completing the assessment and generating the resulting recommendations. Surveys, forums, and other community feedback mechanisms were employed to gather information from those most likely to be impacted by the project, and a thorough review of existing demographic and health data was conducted. Best and emerging practices in the fields of community development and public health were also identified, reviewed, and included when sufficiently supported by evidence.

A steering committee led the HIA process and defined the parameters of the assessment, including the identification of priority topics (Figure 2).

Conclusions and Recommendations

The HIA process highlighted the utility of explicitly and methodically considering health and equity as the reason for, and center of, community development



Figure 2 HIA Priority Topics

initiatives. The Benn High Redevelopment Project has the potential to promote wellbeing in the Bennington community through the provision of housing, colocation of important community services, and revitalization of a vacant building. While these features of the project are arguably necessary to address the root causes of health inequities in Bennington, the Benn High Redevelopment Project in isolation will not remedy the upstream factors that warrant attention and community-wide action: lack of safe and affordable housing; threats to public safety; isolation and loneliness; difficulties accessing necessary community services; and historic disinvestment and socioeconomic segregation. It is vital that the Bennington community (including engaged and empowered citizens) leverages the Benn High Redevelopment Project as a launching point for long-term, concentrated efforts to address these topics. The lack of a coordinated effort to explicitly examine health and wellbeing in relation to development will serve to entrench or even exacerbate existing inequities in opportunity and wellbeing.

Many of the recommendations generated in the HIA address these factors: the community context of the project, and meaningful involvement of citizens in decision-making. Additional recommendations regarding specific features of the site are also proposed. Organized by topic, a summary of recommendations is included on the following pages, with links to the topic's location in the full report, which can be referenced for the evidence justifying a given recommendation.

While leaders of the Benn High Redevelopment Project are under no obligation to carry out any of the recommendations as proposed, it is respectfully hoped that the activities suggested will prove to be economically and politically feasible for consideration and eventual implementation.

Recommendations: Housing

Recommendation and Reasoning

- Promote access to and use of indoor common space for all tenants, regardless of rent amount.**
Promote social connection and reduce social isolation of residents.
- To the greatest extent possible, ensure parity in design, appearance, and features of Low Income Housing Tax Credit (LIHTC) and unrestricted units. Ensure equitable access to amenities.**
Mitigate potential social divide between LIHTC and unrestricted unit tenants.
- Consider retaining some private green space for residents of properties abutting Benn High.**
Benefit physical and mental health of residents and neighbors and promote community wellness.
- Consider incorporating universal design features in all apartments.**
Make small design changes to ensure unit accessibility and allow residents to age in place.
- Improve community resiliency to climate change by maximizing tree canopy and green space, including ensuring green space on Pleasant Street side of Benn High building.**
Shield residents and pedestrians from heat and promote physical and mental health.
- Use the Vermont Department of Health's Smoke- and Vape-Free Housing toolkit and signage to promote clean indoor and outdoor air and reduce harmful exposure to secondhand smoke.**
Leverage an evidence-based toolkit to provide a smoke/vape-free environment for residents and visitors.
- Examine local-level housing initiatives that promote affordable housing and minimize risk of displacement, such as Community Benefit Agreements.**
Embrace initiatives for future housing projects to benefit community members of all incomes.
- Consider relocation assistance for tenants if affordability/income restrictions evolve over time.**
Prevent residential instability and offer financial/informational supports for securing new housing.

Recommendations: Social Connection & Pride in Place

Recommendation and Reasoning	
1. When possible, incorporate design elements highlighting local materials & artists. Encourage community selection of aesthetics (murals, artwork) – inside and outside.	Promote community engagement, pride, and connection through participatory placemaking activities.
2. Encourage the design of inviting outside and inside spaces specifically for residents, including the already-designated outdoor seating areas and indoor lounge space.	Foster the development of genuine connections across socioeconomic lines through shared amenities.
3. Recruit tenants to live in the building based (in-part) on a desire to be part of community.	Encourage residential stability, longer tenure for tenants, and development of social ties.
4. When possible, facilitate intergenerational activities for participants at the Senior Center, Meals on Wheels Café, UVM Extension, and YMCA.	Reduce social isolation and promote social development via intergenerational connection.
5. In addition to intergenerational programming, ensure age-specific programming for seniors.	Create comfortable spaces and social opportunities for individuals to meet those with similar interests.
6. Consider the establishment of a resident-led steering committee for large development projects.	Empower community members to play a larger role in the decision-making process for community projects.
7. Continue incorporating diverse communication and engagement strategies into Town-led/involved projects as important supplements to Select Board/other formal board meetings (surveys, in-person and virtual meetings, drop-in sessions).	Offer multi-modal, non-intimidating opportunities for individuals to provide feedback and ask questions.
8. Combat spatial stigma (persistent stereotyped constructions of place) through training and modeling appropriate person-first and non-discriminatory language.	At every opportunity (public-facing meetings, media, etc.) discourage stigmatizing language about Bennington neighborhoods and people.

Recommendations: Access to Community Services

Recommendation and Reasoning

- 1. Incorporate high-quality bike racks into outdoor space, within 50-feet of entrance or at least as close as the nearest parking space.**
Promote active transportation for residents and users of the Benn High space.
- 2. Consider the addition of a covered, well-lit, bus shelter near the main entry of the building.**
Encourage use of public transportation through the maintenance of a comfortable and safe infrastructure.
- 3. Add benches approximately 35-feet apart from the parking lot to the building entrance.**
Provide supports for individuals with limited mobility to access the building with dignity and comfort.
- 4. Complete an audit of the proposed layout led by individuals from the Vermont Center for Independent Living.**
Identify ways to improve building accessibility for all potential users.
- 5. Consider the rotation of high-need services into the space for program participants to access.**
Leverage Benn High space to bring services to individuals, reducing transportation burden.
- 6. Add 650 Main to the Green Mountain Express Lines at convenient times.**
Encourage use of public transportation through establishment of convenient/timely routes.
- 7. Consider incentives for ride sharing, carpooling, and use of public or active transportation amongst program employees and participants.**
Alleviate parking burden and promote social connection.
- 8. Continue active partnership with SVSU and other community organizations to ensure access to space and supportive programming.**
Support youth access to programs promoting healthy development and consider formalizing collaborative efforts via shared use agreements.
- 9. Promote active collaboration, shared decision-making, and integrative efforts among organizational tenants in the Benn High building.**
Leverage co-location of services to better serve Bennington community.
- 10. Consider offering discounted/free YMCA membership or priority for childcare slots to those living near the Benn High site.**
Ensure that those living near the Benn High building truly benefit and can financially access the services offered inside.

Recommendations: Disinvestment, Poverty, Public Safety

Recommendation and Reasoning

- 1. If on-street parking increases, consider in-street crosswalk sign to promote pedestrian safety.**
Increase pedestrian safety and encourage active transportation.
- 2. Incorporate Crime Prevention Through Environmental Design principles into the site design.**
Utilize design modifications to naturally deter crime.
- 3. Explore the installation of an additional signed crosswalk on eastern portion of Pleasant Street.**
Support pedestrian safety and encourage active transportation.
- 4. With neighborhood resident leadership, consider adding bike lanes to Pleasant Street.**
Promote safe and active transportation to and from the Benn High building.
- 5. With neighborhood residents, study traffic increases related to the project, and identify traffic calming and pedestrian safety measures as needed.**
Identify additional traffic and pedestrian safety measures needed after completion of project.
- 6. Ensure that anti-crime or violence efforts are embedded in a broader antipoverty agenda.**
Continue collaborative effort to address the root causes of health/wealth inequality.
- 7. Leverage the wide variety of rural development tools available in Vermont to continue building entrepreneurial opportunities that provide appropriate capital options and skill-building for local entrepreneurs, with a focus on geographic equity in investment.**
Bring an equity lens to economic and workforce development activities and investments.
- 8. Review neighborhood-level crime and first responder data to tailor prevention efforts.**
Utilize a data-driven approach to prevent community violence without stigmatizing populations/places.
- 9. Continue establishment of working relationships with landlords and property owners to collaborate on neighborhood and town-wide development initiatives.**
Explore the utility of additional public-private partnerships to address community-wide challenges.
- 10. Streamline methods for data sharing across divisions within the Vermont Department of Health.**
Facilitate timely access to data to inform community public health efforts.
- 11. Prioritize neighborhood infrastructural change based on health data.**
Center health in decision-making to prevent pockets of disinvestment.
- 12. Prioritize community development initiatives and offer revolving town loan funds to businesses and efforts that prioritize health, wellbeing, and economic dignity.**
Consider health as a foundational aspect of all economic and community development efforts.
- 13. Balance development in “opportunity zones” with development in wealthier areas**
Discourage community socioeconomic segregation.
- 14. Leverage resident-led steering group to explore neighborhood- specific economic empowerment efforts, such as participatory budgeting, to fund improvements to built environment.**
Empower residents to engage in determining investments to promote wellbeing and remedy inequities.
- 15. Give residential preference for jobs created through redevelopment activity.**
Acknowledge, address, and remedy the socioeconomic circumstances that perpetuate poverty.

DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is entered into as of September ____, 2023, by and between Hale Resources, LLC, a Vermont limited liability company ("**HR**"), and the Town of Bennington, Vermont (the "**Town**"). HR and the Town are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

Background

- A. Bennington High, LLC, a Vermont limited liability company ("**Benn High**") owns the real property measuring ± 2.29 acres numbered 650 Main Street, Bennington, Vermont (the "**Property**") which is improved with the former Bennington High/Middle School building measuring $\pm 100,000$ sq. ft. (the "**Building**").
- B. The Town and Benn High are parties to that certain Lease & Purchase Agreement, dated as of March 30, 2022 (as amended by that certain First Amendment to Lease & Purchase Agreement dated as of August 29, 2022, and by that certain Second Amendment to Lease & Purchase Agreement dated as of August 19, 2023, the "**Purchase Agreement**") which is attached hereto as **Exhibit A** and pursuant to which the Town has the right to lease and purchase the Property as described therein.
- C. The Purchase Agreement provides, among other terms, that (1) the Town is obligated to pay rent for the use of the Building beginning April 1, 2022, and (2) if the Town fails to terminate the Purchase Agreement on or before June 30, 2024 (the "**Termination Deadline**"), the Town is obligated to convey to Benn High certain property located at 124 Pleasant Street, Bennington, Vermont (the "**Pleasant Street Property**") no later than December 31, 2025 (the "**Transfer Deadline**") regardless whether the Town acquires the Property.
- D. The Town and HR desire to acquire the Property and redevelop the Building as a mixed-use project as depicted and described on the plans attached as **Exhibit B** hereto and made a part hereof with the following characteristics (the "**Project**"):
- Municipal Space: $\pm 27,000$ sq. ft. leased to the Town comprised of $\pm 14,000$ sq. ft. that is initially anticipated to be subleased to and/or occupied by the Bennington Senior Center and Meals on Wheels, and a $\pm 13,000$ sq. ft. fitness center including gymnasium space, exercise/activity rooms, and locker rooms/changing rooms that is initially anticipated to be operated by the YMCA.
 - Residential Space: $\pm 70,000$ sq. ft. comprised of a mix of market rate and affordable rental housing and a childcare facility that is initially anticipated to be leased to and operated by the YMCA.
 - Office Space: $\pm 3,000$ sq. ft. that is initially anticipated to be leased to UVM Extension and to the Council on Aging.
- E. The Town and HR are parties to that certain Memorandum of Understanding, dated as of August 22, 2022 (the "**MOU**") which sets forth certain preliminary understandings between the Town and HR regarding the Project. Pursuant to the MOU, HR and the Town have performed extensive pre-development work with regard to the Project. The Town has committed \$2,000,000 of municipal American Rescue Plan Act ("**ARPA**") funding to pay a portion of Project construction costs, and HR

has identified a funding stack to pay for the balance of Project construction costs. The Town and HR are committed to working collaboratively to apply for and support grants and other funding sources identified by the Town and HR to fund the Project, and they enter into this Agreement to establish and define their ongoing efforts and responsibilities. This Agreement replaces and supersedes the MOU in its entirety.

Now therefore, in consideration of the covenants, considerations and mutual benefits set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Background Section; Continued Efforts. The Background section of this Agreement is incorporated herein by reference. HR and the Town agree to continue to use cooperative, diligent, good faith efforts to design and construct the Project, and HR agrees to continue to use diligent, good faith efforts to secure and commit the financing and funding sources necessary to develop and construct the Project, and to procure payment, performance and completion bonds for the construction of the Project. Upon procuring such bonds and securing the financing and funding sources necessary to develop and construct the Project, HR will provide the Town with written notification that it is prepared to purchase the Property and construct the Project. By October 1, 2023, the Town will post and publish public notice of the proposed conveyance of the Pleasant Street Property in the manner required by 24 V.S.A. § 1061, and the Town agrees to inform HR whether a petition signed by at least 5% of legal voters shall have been submitted within 30 days following the Town's provision of public notice objecting to the proposed conveyance and, if so, the date on which the voters will consider whether to disapprove the conveyance; in such event, the parties agree that if the proposed conveyance is disapproved by the voters, then notwithstanding any other provision of this Agreement, the Town may terminate the Purchase Agreement and this Agreement in its discretion by written notice delivered within thirty (30) days following the vote.

2. Transaction Structure. Once HR shall have satisfied the requirements established in Section 1 and notified the Town that it is prepared to purchase the Property and construct the Project, the Town will assign the Purchase Agreement to HR (or to one or more entities created by HR or its principals to acquire and develop the Property with the Project, referred to herein as "**HR Designees**") by an assignment and assumption agreement that will include the following terms: (a) HR will be required to purchase the Property and pay Benn High the cash purchase price for the Property or otherwise satisfy its obligation to pay for its purchase of the Property to the satisfaction of Benn High (such as through seller financing if agreed to by Benn High); (b) HR will be required to close on the purchase of the Property and commence construction of the Town Lease Space (defined below) on or before October 1, 2024 or risk losing the allocation of ARPA funds described in Section 5(a)(i) below¹; (c) the Town will provide and assign its title work with respect to the Property; and (d) HR agrees to indemnify and hold the Town harmless from and against any damages, expenses or liabilities associated with or arising from HR's failure to complete the Project prior to the Transfer Deadline. If HR fails to notify the Town that it is prepared to purchase the Property prior to the Termination Deadline (as such date may be extended as contemplated below), the Town may terminate the Purchase Agreement and this Agreement in its discretion.

¹ The Town must officially allocate its ARPA funds by the end of 2024, so this date provides the Town with time to pivot to another project if necessary, bearing in mind that HR will have provided its notice of intent to proceed by the June 1, 2024 Termination Deadline so it should be able to close on the purchase and commence construction by October.

3. Lease Obligations. If HR or if an HR Designee fails to close on the purchase of the Property before January 15, 2024, then from and after January 15, 2024² HR shall pay all rent due under the Purchase Agreement directly to Benn High and shall be responsible for all maintenance and insurance obligations established by the lease provisions of the Purchase Agreement, and HR agrees to indemnify and hold the Town harmless from and against any obligation or liability to make such payments or to perform such obligations from and after such date.

4. Project Financing. At the time of the financial closing and acquisition of the Property:

- a. The Town shall contribute, loan and direct the following grants and other funds to pay a portion of Project expenses:
 - i. Subject to Section 2(b), above, grant \$2,000,000 of ARPA funds³ to NeighborWorks of Western Vermont ("**NeighborWorks**") or to another designee, on the following conditions: (1) NeighborWorks or the other designee invests the funds in the Project, (2) NeighborWorks covenants and agrees, on a nonrecourse basis, to repay these funds to the Town if the Municipal Space Lease (defined below) is not extended for at least an additional 35 years beyond its initial term, (3) HR guarantees NeighborWorks' agreement to repay the Town, in form and content reasonably acceptable to the Town, to include the right for NeighborWorks to assign such guaranty to the Town, (4) NeighborWorks assigns such guaranty to the Town in form and content reasonably acceptable to the Town, and (5) upon NeighborWorks' assignment of such guaranty to the Town, the Town shall look solely to HR to fulfill the covenant and agreement to repay the Town. Documentation memorializing this provision must be executed to the Town's reasonable satisfaction before the Town makes the grant of ARPA funds to NeighborWorks or to another designee.
 - ii. Subgrant \$980,000 of Northern Borders Regional Commission ("**NBRC**") funds, if the corresponding grant to the Town is approved by NBRC, to NeighborWorks or to another designee, on the condition that NeighborWorks or the other designee invests the funds in the Project;
 - iii. Subgrant \$386,190 of Community Development Block Grant ("**CDBG**") funds, if the corresponding grant to the Town is approved by the Agency of Commerce and Community Development ("**ACCD**"), to NeighborWorks or to another designee, on the condition that NeighborWorks or the other designee invests the funds in the Project; and
 - iv. Subject to final approval from the State of Vermont and from the Town's Selectboard after a public meeting, grant \$160,000 of Town Program Income ("**TPI**") funds to NeighborWorks or to another designee, on the condition that NeighborWorks or the other designee invests the funds in the Project.

² Alternatively, the Town can keep paying rent but rent paid after 1/15/24 reduces the amount of the Town's ARPA contribution dollar for dollar. The Town does not have the ability to increase this amount.

³ See the prior footnote.

- b. HR shall contribute all other funding sources necessary to pay for all Project expenses including, without limitation, architectural, engineering, design, development, permitting, construction, furnishing, equipping, management, accounting and legal expenses except as otherwise set forth below.

5. Other Project Responsibilities. The following obligations shall commence at the time of the financial closing and acquisition of the Property:

- a. HR will construct, equip and fit-up the Project, including the Municipal Space, in accordance with a design and specifications approved in advance by the Town.
- b. The Town will furnish the Municipal Space at its expense and will, at its expense, purchase and install telephone and data equipment in the Municipal Space and all desired computer and security system equipment in the Municipal Space.
- c. Upon completion of the Project, HR will be responsible for the overall management, maintenance and repair of the Property, subject to the terms of a lease between HR and the Town for the use of the Municipal Space (the "**Municipal Space Lease**").
- d. HR recognizes that the Town intends for the services which are currently operated from the Pleasant Street Property to be operated from the Municipal Space upon completion of the Project, and that once HR shall have assumed the Town's purchase obligations under the Purchase Agreement, the Town will be obligated to convey the Pleasant Street Property to Benn High prior to the Transfer Deadline. Accordingly, time is of the essence to complete the Project prior to the Transfer Deadline in order to avoid an interruption of such services.

6. Lease Agreement. Upon acquisition of the Property by HR or by an HR Designee controlled by HR, the Town and HR, or an HR Designee controlled by HR, shall enter into the Municipal Space Lease, which shall include the following terms:

- a. The initial term will be 15 years.
- b. The Municipal Space Lease will comprehensively address (i) shared use of interior common spaces within the Building; (ii) the shared use of exterior facilities including access driveways, walkways, and parking lots; and (iii) the shared use of building systems or utility services or infrastructure, including fire alarm and suppression systems. The Town shall lease approximately 27,000 s.f. of the Building (the "**Town Leased Space**") and shall be free to sublease the Town Leased Space to Meals on Wheels and other nonprofit entities and organizations on terms to be reviewed and approved by HR, including compliance with Sec. 4.02(2)(c) of Rev. Proc. 2014-12.
- c. HR will construct, equip and fit-up the Municipal Space in accordance with a design and specifications approved in advance by the Town.
- d. The Town will furnish the Municipal Space at its expense and will, at its expense, purchase and install telephone and data equipment in the Municipal Space and all desired computer and security system equipment in the Municipal Space.

- e. The Town shall pay an annual rent of \$7.50 per sq. ft. (adjusted by CPI as of date of lease commencement) triple-net. The annual rent amount shall increase annually following lease commencement by the lesser of increases in the CPI or 3.5%.
- f. The Town shall maintain the parking areas and other outdoor spaces on the Property in good condition (i.e., snow plowing and lawn mowing/landscaping), provided that the landlord will be required to pay for all necessary capital improvements to the outdoor spaces and for all repaving or other capital repairs to or replacements of the parking areas when required.
- g. Landlord will be responsible for all capital repairs and replacements to the Building and Property, for the maintenance, repair and replacement of all building systems (including HVAC, electrical, plumbing, fire alarm, and fire suppression systems) and structural elements including the roof, and for the maintenance, repair and replacement of all exterior Building elements.
- h. Subject to the requirements of Section 7(a), the Town shall agree to all reasonable terms to conform the Municipal Space Lease to the Net Lease requirements of the Federal Historic Tax Credit and New Markets Tax Credit financing of the Project.

7. Additional Project Support. The Town and HR agree to reasonably consider additional measures to support the Project, such as a tax stabilization agreement, subject to review and approval by the Town's Selectboard.

8. Funding of Respective Development Obligations. Until such time that HR informs the Town in writing that it is no longer pursuing the Project, or the last date that the Town can terminate the Purchase Agreement without incurring the obligation to transfer the Pleasant Street Property, (a) each of the Town and HR shall continue to fund all of their respective development obligations and (b) the Town shall continue to pay the applicable rent under the Purchase Agreement, subject to Section 4, and shall not terminate the Purchase Agreement.

9. Termination. HR shall have the right to terminate this Agreement at any time prior to the date on which it provides the Town with written notice that it is prepared to purchase the Property and construct the Project, including if the Town is unsuccessful in its efforts to amend the Purchase Agreement in the manner contemplated by Section 3. The Town shall have the right to terminate this Agreement on the Termination Deadline if HR shall have failed to satisfy the requirements established in Section 1 and shall not yet have notified the Town that it is prepared to purchase the Property and construct the Project.

10. Assignment. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns, provided that HR may only assign its rights under this Agreement to an HR Designee, and any other assignment or purported assignment shall be null and void.

11. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Vermont, without regard to its conflicts of law rules. The Parties consent to and submit to in personam jurisdiction and venue in the State of Vermont and in the federal district courts which are located therein. The Parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and

submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the Parties' actions took place in the State of Vermont or elsewhere in the United States.

12. Severability. If any term, covenant or condition contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice any Party in their respective rights and obligations contained in the valid terms, covenants or conditions hereof, and the Parties shall cooperate to modify the Agreement to cause it to conform to the original language of the Agreement to the extent consistent with the finding of the court.

13. Construction; Headings. The Parties waive the benefit of any rule that this Agreement is to be construed against one Party or the other. The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning hereof.

14. Integration; Modification. This Agreement, together with the exhibits referenced herein and/or attached hereto, constitutes the entire agreement between the Parties, superseding any prior agreements, understandings or representations, oral or written, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. The Agreement can be modified only by written agreement executed by authorized representatives of each Party.

15. No Partnership. The Parties do not intend by this Agreement to create, nor shall this Agreement be deemed to create, a partnership or a joint venture among the Parties; each Party is an independent actor and entity, and nothing in this Agreement shall be deemed to make either Party an agent or partner of the other, or to give either Party the right to bind the other in any way, notwithstanding any reference to the Project as a "public-private partnership."

16. Waiver. The failure of either Party to insist on strict performance of any of the provisions of this Agreement or to exercise any right it grants will not be construed as a relinquishment of any right or a waiver of any provision of this Agreement. No waiver of any provision or right shall be valid unless it is in writing and signed by a duly authorized representative of the Party granting the waiver.

17. Incorporation by Reference. The content of the Background section to this Agreement, including without limitation the definitions set forth therein, and all exhibits hereto and the terms contained therein and the contents thereof, are incorporated into this Agreement by reference.

18. Authority. Each of the Parties warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and to thereby bind the Party on whose behalf such person, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

19. Notices. Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing: deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid; by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender; by facsimile; or by email (provided that the electronic process used is reasonably secure and not easily susceptible to manipulation) addressed as follows:

If to the Town: Daniel Monks
Assistant Town Manager
Town of Bennington
205 South Street
Bennington, VT 05201
dmonks@benningtonvt.org

With a copy to: Jeremy Farkas, Esq.
MSK Attorneys
275 College Street
P.O. Box 4485
Burlington, VT 05406-4485
Email: jfarkas@mskvt.com

If to Owner: Hale Resources, LLC
111 South St., Suite 203
Bennington, VT, 05201
Attention: Zachary Hale
Email: zak@haleresources.com

With a copy to: Craig Miskovich, Esq.
Downs Rachlin Martin PLLC
199 Main Street
PO Box 190
Burlington, VT 05402-0190
Telephone: 802-846-8617
Email: cmiskovich@drm.com

or to such other person, address or number as the Party entitled to such notice or communication shall have specified by notice to the other Party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by facsimile, when transmission has been electronically confirmed; and (iv) if sent by email, when transmitted as long as the sender does not receive a delivery failure notification.

17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; all such counterparts may be evidenced by a facsimile, .pdf or similar reproduction methods and/or may be executed electronically using electronic signature software (e.g., DocuSign or similar software) or similar methods (each a method of "Electronic Execution"), and each facsimile or pdf or Electronic Execution shall have the same legal and binding effect as original signatures

18. Attorneys' Fees. The substantially prevailing party in any dispute arising out of or relating to this Agreement, its breach or enforcement that is resolved by a binding arbitration or by litigation shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first entered above.

HALE RESOURCES, LLC

By: _____
Name:
Title:

TOWN OF BENNINGTON

By: _____
Name:
Title:

EXHIBIT A

Lease & Purchase Agreement, dated as of March 30, 2022, as amended by that certain First Amendment to Lease & Purchase Agreement, dated as of August 29, 2022, and that certain Second Amendment to Lease & Purchase Agreement, dated as of August 19, 2023

LEASE & PURCHASE AGREEMENT

THIS AGREEMENT ("Lease"), made as of March 30, 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 April 1, 2022 ("Lease Commencement Date"), for a term ending on March 31, 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 April 30, 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 93 Fraleigh Lane, Red Hook, NY 12571. Notice shall be given to Lessor at 205 South St, Bennington, VT 05201.

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]

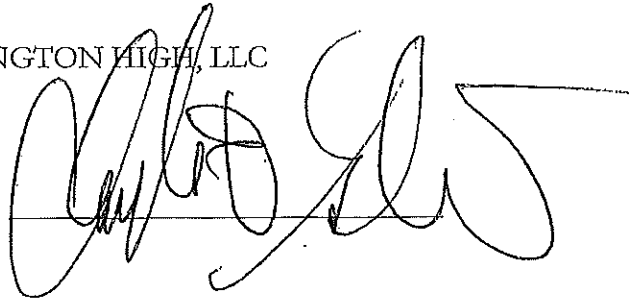
Signed at Bennington, Vermont, this 30 day of March, 2021²².

LESSOR/SELLER:

BENNINGTON HIGH, LLC



Witness as to Lessor

Signed By:

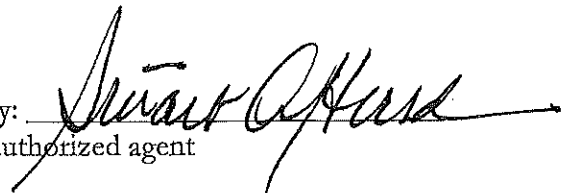


LESSEE/PURCHASER:

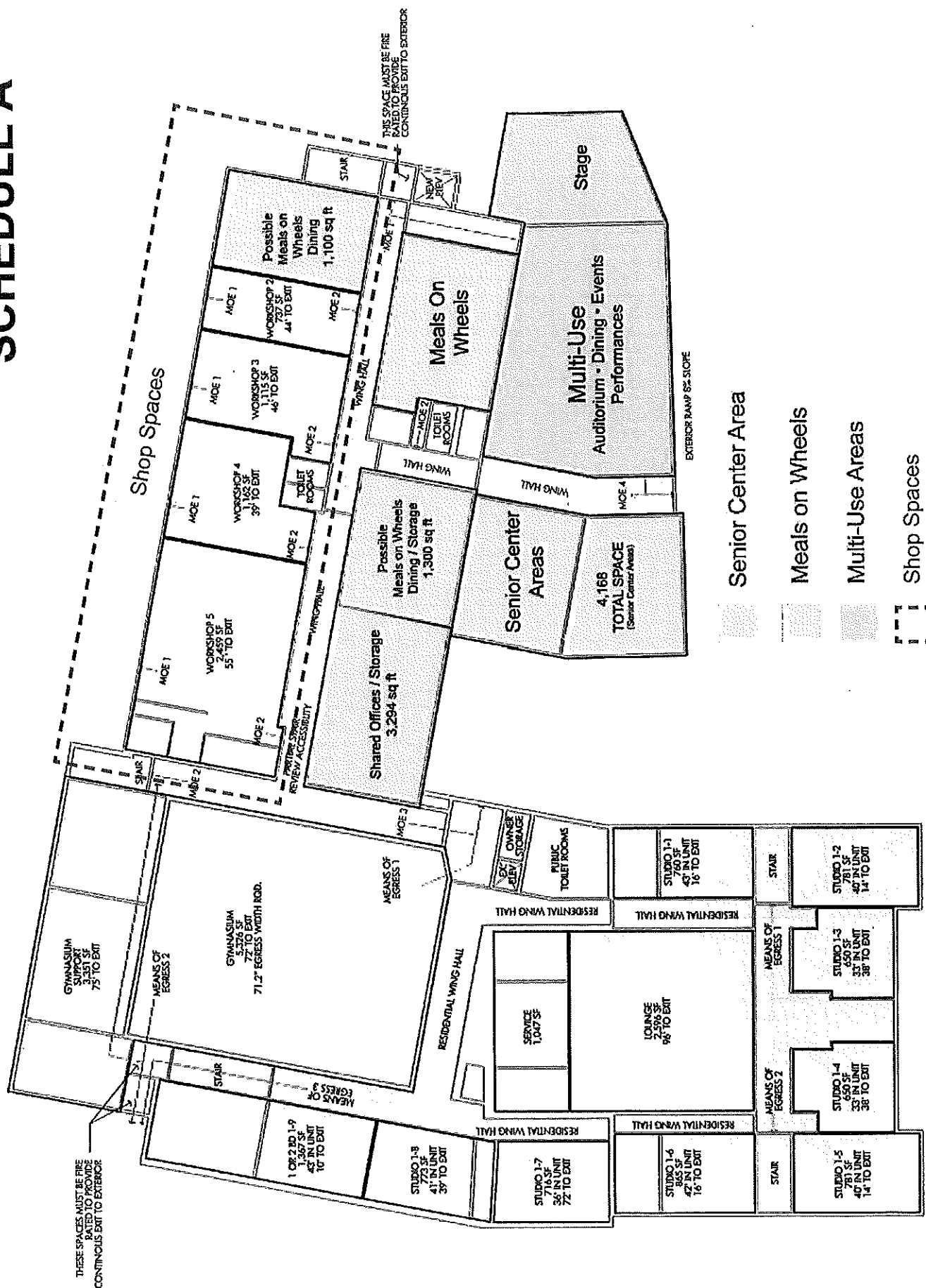
TOWN OF BENNINGTON


Witness as to Lessee

Signed By:
Its duly authorized agent



SCHEDULE A



FIRST AMENDMENT TO LEASE & PURCHASE AGREEMENT

This First Amendment to Lease & Purchase Agreement is made and entered into as of the ___ day of July, 2022, by and between Bennington High, LLC of Bennington, Vermont (Lessor and/or Seller) and the Town of Bennington (Lessee and/or Buyer). Lessor and Lessee are parties to a certain Lease & Purchase Agreement dated March 30, 2022 (Agreement) for the lease and subsequent purchase and sale of property identified therein as 650 Main Street, Bennington, Vermont (Property), and the transfer to Lessor of certain property identified therein as the Senior Center at 124 Pleasant Street, Bennington, Vermont.

IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. The following sentence shall be inserted into Paragraph 2 of the Agreement:

The transfer of the Senior Center Building to Lessor in accordance with this Paragraph shall occur no later than 27 months after the Lease Commencement Date.

2. Paragraph 4 of the Agreement is hereby stricken and the following inserted in lieu thereof:

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:

- A. Repair of all windows in the building, including the windows on the west side of the old High School, as follows:

- o 78 windows at an estimated cost of \$1,200.00 per window
- o Value for item 4(A) = \$ 93,600.00

- B. Install new roof on fitness rooms and locker rooms behind the gymnasium as follows:

- o Approx. 3,500 square feet of roof (using Google Earth measurement tools), using 30-year warranty roof and required installation at an estimated cost of \$18.50 per square foot.
- o Value of Item (4)(B) = \$ 64,750.00

- C. Gymnasium Floor Vapor Barrier and Humidity Controls as follows:

- o Complete vapor barrier protection beneath the gymnasium floor
- o Install temporary humidity controls and ventilation in the gymnasium floor crawl space to protect the newly installed floor from warping, swelling, and/or damage
- o Install temporary humidity controls and ventilation in the gymnasium to protect the newly installed floor from warping, swelling, and/or damage
- o Value of item 4(C) = \$ 85,000.00

- D. Removal of all scrap materials, junk, and debris from the building to prepare for upcoming construction (once final design is approved conduct project demolition

tasks identified in the area of the building to be renovated by the Town (30,000 sq. ft.)) as follows:

- All rooms shall be clear and broom swept.
- Once final design is complete demolition includes the removal and proper disposal of construction materials.
- Value of item 4(D) = \$156,650.00

All such improvements shall be completed to specifications approved in advance by Lessee. The Parties have assigned and agreed to the value of such improvements. 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 shall be adjusted accordingly. Lessor shall not permit any liens to attach to the Property in the course of performing such improvements.

Except as herein provided, the Agreement remains in full force and effect.

Signed at _____, Vermont, this ____ day of _____, 2022.

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

SECOND AMENDMENT TO LEASE & PURCHASE AGREEMENT

This Second Amendment to Lease & Purchase Agreement is made and entered into as of the ~~19th~~ day of August, 2023, by and between Bennington High, LLC of Bennington, Vermont (Lessor and/or Seller) and the Town of Bennington (Lessee and/or Buyer). Lessor and Lessee are parties to a certain Lease & Purchase Agreement dated March 30, 2022 (Lease) and First Amendment to Lease & Purchase Agreement dated August 29, 2022 (First Amendment) for the lease and subsequent purchase and sale of property identified therein as 650 Main Street, Bennington, Vermont (Property), and the transfer to Lessor of certain property identified therein as the Senior Center at 124 Pleasant Street, Bennington, Vermont (Senior Center).

IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Paragraph 1 of the Lease is hereby stricken and the following inserted in lieu thereof:

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 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.

2. The last section of Paragraph 2 of the Lease, as amended by the First Amendment, beginning with the words "*Lessee shall have the right to terminate...*" is hereby stricken and the following inserted in lieu thereof:

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 on or prior to June 30, 2024, 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 (Senior Center), 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 30 days of the execution of this Second Amendment. 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 the parties shall negotiate in good faith a cash payment to Lessor in lieu of the transfer of the Senior Center. If the parties fail to agree on a cash payment and/or other form(s) of compensation within 45 days after the vote, 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.

The transfer of the Senior Center to Lessor in accordance with this Paragraph shall occur no later than December 31, 2025. Upon transfer of the Property (650 Main Street) to Lessee (or its designee), the Lessee shall place a deed transferring the Senior Center to Lessor (or its

designee) in escrow with an attorney acceptable to both parties. The deed shall be released from escrow and delivered to Lessor (or its designee) upon the relocation of the Senior Center and Meals on Wheels to the Property, but in no event later than December 31, 2025.

Lessee shall maintain the Senior Center in as good or better condition as its current condition and shall maintain property insurance on the Senior Center until the Senior Center is transferred to Lessor (or its designee). All insurance proceeds received by Lessee due to real property damage to or loss of the Senior Center that is not repaired/reconstructed prior to the transfer of the Senior Center shall be paid to Lessor at the time of transfer, if such loss or damage occurs while the deed to the Senior Center is in escrow. After the transfer of the Senior Center to Lessor the assessed value of the Senior Center shall be adjusted to the then current fair market value.

3. Paragraph 4 of the Lease, as amended by the First Amendment, is hereby stricken.
4. Paragraph 13 of the Lease is hereby stricken and the following inserted in lieu thereof:

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 in Paragraph 1, adjusted for that portion of rent payments representing principal paid during the Lease Term pursuant to Paragraph 2. Provided however, and notwithstanding anything to the contrary in the Lease, if Buyer (or its designee) exercises its option to purchase the Property on or before June 30, 2024, then the Purchase Price shall be the Senior Center referenced in Paragraph 2, plus One Million Dollars (\$1,000,000.00) and the Purchase Price shall not be adjusted for that portion of rent payments representing principal paid during the Lease Term pursuant to Paragraph 2.

Except as herein provided, the Lease remains in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

Signed at Bennington Vermont, this 19 day of August, 2023.

LESSOR/SELLER:

BENNINGTON HIGH, LLC

[Signature]

Witness as to Lessor

Signed By:

[Signature]

LESSEE/BUYER:

TOWN OF BENNINGTON

_____)

Witness as to Lessee

Signed By:

[Signature]

Its duly authorized agent

EXHIBIT B

Floor Plans and Site Plan

Attached

22107145.2

THE LEGEND	
A	FLYER ONLY
C	COVER
M	MOUSE OVER
R	RECORD
B	BALLS OVER
E	COVER SPACE
S	SLIT PAPER COVER SPACE
T	COVER SPACE

GA GOLDSTONE
ARCHITECTURE

CONFIDENTIAL



MEV Engineering & Design, Inc.
P.O. Box 126, 150 Church Street
Barnstable, MA 02536
For more info, visit our web site



SEI Engineering, Inc.
300 W. 5th
Dallas, TX 75201

CONSULTING
 1200 N. 1st St., Suite 201
 Minneapolis, MN 55401
 (612) 338-1111
 Fax: (612) 338-1112



PROJECT
BENNY HIGH
REDEVELOPMENT
PROJECT
HALE RESOURCES
860 MAIN ST.
BRISTOL, VT.
05601

CHILDREN DEVELOPMENT

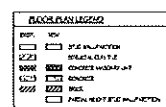
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PRELIMINARY
NOT FOR CONSTRUCTION

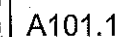
PROJECT NUMBER	
DATE	DISC
DRAWN BY	ISS
DESIGNED BY	JO

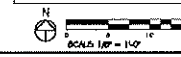
OVERALL FIRST FLOOR PLAN

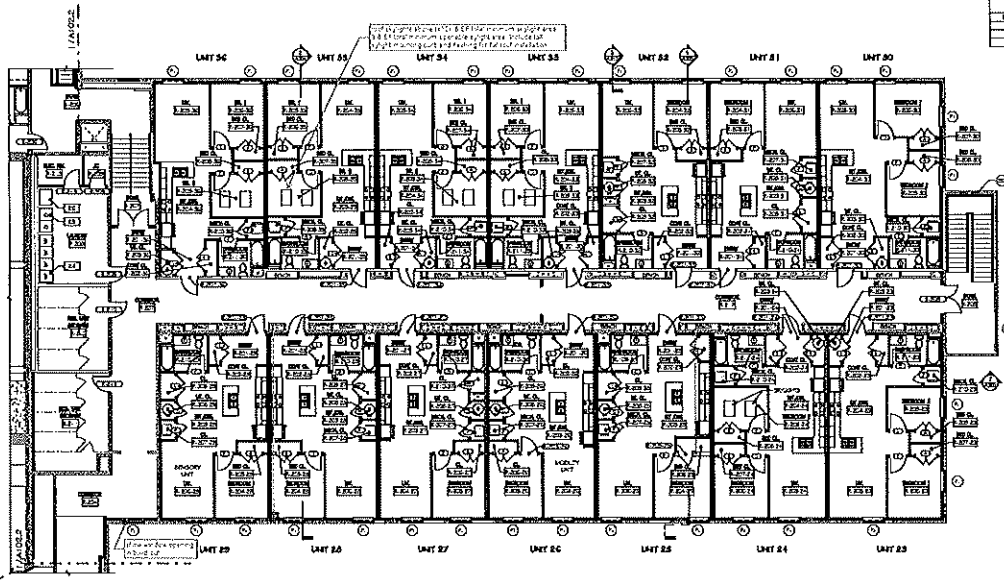
G100.2



G100.2







SEE FLOOR PLAN PART 3
1/2" = 1'-0"

PLAN NOTES	
NO.	DESCRIPTION
1	CONCRETE FLOOR FINISH
2	CONCRETE WALL FINISH
3	CONCRETE CEILING FINISH
4	CONCRETE CURB FINISH

- GENERAL NOTES (1-10)**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF THE STATE OF VERMONT.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES NOT TO BE REMOVED.
 5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
 6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND BARRIERS AROUND ALL CONSTRUCTION AREAS.
 7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
 9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATION WITH THE PROJECT MANAGER.
 10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL MATERIALS AND LABOR USED.

FLOOR PLAN LEGEND

WALL	WALL
DOOR	DOOR
WINDOW	WINDOW
CEILING	CEILING
FLOOR	FLOOR
STAIR	STAIR
ELEVATOR	ELEVATOR
ENTRY	ENTRY
HALLWAY	HALLWAY
COMMON AREA	COMMON AREA
PRIVATE AREA	PRIVATE AREA
STORAGE	STORAGE
MECHANICAL	MECHANICAL
ELECTRICAL	ELECTRICAL
PLUMBING	PLUMBING
HEATING	HEATING
Cooling	Cooling
Other	Other

SCALE: 1/2" = 1'-0"

GOLDSTONE AND ASSOCIATES
160 DEPOT STREET
P.O. BOX 407
BRANDENBURG, VERMONT 05751
(802) 735-7408

GOLDSTONE ARCHITECTURE

CONSULTANTS

MSK
MAYNARD SMITH & COMPANY, P.C.
P.O. BOX 100, 100 DEPOT STREET
BRANDENBURG, VT 05751
PH: (802) 735-7408

ENGINEERING & ARCHITECTURE
AN ENGINEERING & ARCHITECTURE FIRM
160 DEPOT STREET
BRANDENBURG, VT 05751
PH: (802) 735-7408

CONSULTING
P.O. BOX 100, 100 DEPOT STREET
BRANDENBURG, VT 05751
PH: (802) 735-7408

VERY PLAN

PRELIMINARY
BENNY HIGH
REDEVELOPMENT
PROJECT
HALE RESOURCES
600 MAIN ST.
BRANDENBURG, VT. 05751

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NUMBER
DATE: 07/20/23
DRAWN BY: TMB
CHECKED BY: JMB

RECORDS FLOOR PLAN - PART 3

A102.3

Proposed Site Plan & Parking

The diagram illustrates a proposed site plan and parking layout for a building. Key features include:

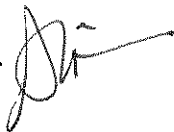
- Building Footprint:** A large rectangular building with a central section labeled "PLAZA".
- Parking Areas:**
 - PAVED PARKING AREA AND ACCESS DRIVES (FULL-DEPTH REPLACEMENT):** A large paved area with numbered parking spaces (1-15).
 - ON-STREET PARKING (ADEQUATE FOR 6 VEHICLES):** Located along the bottom edge of the site.
 - RELOCATED TREE:** Several trees are marked as relocated, with labels like "RELOCATED TREE" and "RELOCATED TREE (ADEQUATE FOR 6 VEHICLES)".
- Landscaping and Site Details:**
 - NEW SCREENED REFUSE AND RECYCLING ENCLOSURE:** Three locations are marked with labels (1) 8 TO DUMPSTICK, (2) COMPOSTING TOTE, (3) RECYCLING TOTES.
 - NEW PAVEMENT MARKINGS FOR PARKING STALLS:** Located along the top edge.
 - NEW CONCRETE WALKWAYS:** Several walkways are shown, including one labeled "NEW CONCRETE WALKWAYS (5' x 6' 1/2' MAX)".
 - PLANTING BEDS (TYPICAL AS SHOWN):** Located near the plaza.
 - POLE-MOUNTED RAILINGS, TYPICAL AS SHOWN (SEE ARCHITECTURAL DETAILS FOR DETAILS):** Located near the plaza.
 - NEW PLANTING SCREENING AND/OR VINE OR OTHER AFFORDABLE SPECIES:** Located along the left edge.
 - RESTORE CONNECTION TO EXISTING WALKWAY:** Located near the bottom left.
 - RELOCATED TREE:** Several trees are marked as relocated, with labels like "RELOCATED TREE" and "RELOCATED TREE (ADEQUATE FOR 6 VEHICLES)".
 - NEW TENANT HALLWAY:** Located near the bottom left.
 - APPROXIMATE LOCATION OF RELOCATED UNDERGROUND PROPANE STORAGE TANK (IF FINAL LOCATION OF SERVICE LINES PER MFC):** Located near the bottom right.
 - RELOCATED TREE:** Several trees are marked as relocated, with labels like "RELOCATED TREE" and "RELOCATED TREE (ADEQUATE FOR 6 VEHICLES)".
- Other Features:**
 - NEW STAIR AND LANDING:** Located near the top left.
 - INSTALL FLUSH CURB FOR POTENTIAL LOADING ACCESS:** Located near the top right.
 - PATIO:** Located near the bottom right.
 - ALL AND OVERLAY EXISTING PAVEMENT:** Located near the bottom right.
 - RELOCATED PAVEMENT AND RE-ESTABLISH TURF WITH 4" MIN. TOP SOIL DEED AND TRAIL:** Located near the bottom right.
 - RELOCATED TREE:** Several trees are marked as relocated, with labels like "RELOCATED TREE" and "RELOCATED TREE (ADEQUATE FOR 6 VEHICLES)".

.....

MEMORANDUM

To: Select Board

From: Stuart A. Hurd, Town Manager



Re: Errors and Omissions

Date: September 6, 2023

When necessary, the Board of Listers will ask the Select Board to amend the current year's Grand List through the Errors and Omissions process. This is used to correct errors made by the Listers when compiling the Grand List.

A vote is required by the Select Board to formally amend the Grand List as indicated on The Chief Lister's submission.

**Town of Bennington - Errors and Omissions
For September 11, 2023 Select Board Meeting**

	<u>Before</u>	<u>After</u>	<u>Difference</u>
1) Parcel 20504300 Norma Hauschild House, Outbuilding & 0.57 Acres 2613 Chapel Road, Bennington, VT	\$97,200	\$41,200	-\$56,000

A letter was received from the owner dated November 14, 2022 addressed to the Town Manager that dealt with issues relating to the owner's tax sale acquisition of the subject 2613 Chapel Road property. In addition, the letter also requested a site visit that wished to adjust the existing assessed value. This grievance request was brought to the Assessor's Office attention on August 28, 2023, after the tax bill was received with an unchanged assessment. A copy of the 11/14/22 letter was found in the Assessor's Office files. Owner pictures of improvements as of 4/1/23 and owner's contractor son-in-law's account warrant an adjustment of 2023 assessment.

**Adjusted tax bill will be \$1,837.19 less (\$56,000 x 3.2807%
outside town/non-homestead tax rate). \$3,188.84 prior & \$1,351.65 as corrected.**

MANAGER'S REPORT

September 11, 2023

ACTION

UCS Superhero 5K road closures Scheduled for Saturday November 4th, UCS is requesting permissions to close the following streets from 8am until 10:30 am (at the latest): Main Street from Benmont to Branch and Gage Street from Bradford to Safford. UCS staff, the staff from the Y, and the BPD will work closely to ensure the event is run efficiently and without too much disruption to residents and traffic.

Action requested Motion to close the roads as noted above.

INFORMATIONAL

Willow Park Playground Equipment Closure The replacement equipment has arrived. The installers are in Town. If all goes well, the playground will be fully open once again by September 16th.

Brush at Transfer Station At the next meeting, September 25th, I will be prepared to recommend a \$10 per load brush fee for all residential customers; commercial customers will change from a per ton fee to \$30 per load. Last year, charging only commercial haulers, we raised just over \$7,800 to cover the costs to chip which have been running in the \$10,000 - \$15,000+ range depending on the cost of fuel, etc. Furthermore, some haulers attempt to evade the charge by arguing the load comes from their own property. Using a per ton fee slows the line and arguing with commercial users creates anxiety for the scale house operators. By charging everyone a simple tip fee, it should increase our income while reducing strife at the site. We are assuming 1000 customers each year bring brush to the site. Only 130 commercial loads were registered last year. If we find that the number of customers using the brush pile is significantly more than our estimate, we will reduce the fee. Most transfer stations charge a fee for brush.

FOLLOW UP

The Community Development and Permitting/Planning Reports are attached.

Recreation:

YMCA program planning:

The Bennington Community Center (Rec Center) pool schedule and programs for adults and youth are updated regularly on the Rec Center Facebook page and town's website. Sign ups for fall youth sports, after school programs, and adult fitness classes are underway now.

Walloomsac Riverwalk Improvement Project:

The Town received a \$200,000 Downtown Transportation Fund grant for improvements along the Riverwalk, which include widening the pathway and adding lighting. The Improvements to the Riverwalk will also include a connection to the new Rail Trail.

Appalachian Trail Community:

I was part of the leadership committee that organized the AT Community Trailfest on July 29 at the Bennington Community Center. The event had a good turnout of hikers and community members learning about local outdoor recreation resources and enjoying free food provided by the Abbey Group. The Bennington AT Community is a volunteer run group committed to raising awareness of the Appalachian Trail in Southwestern Vermont.

Vermont Begins Here:

Eight Oh Two Marketing is continuing the digital marketing campaign to promote Bennington. The VBH blog post for September promoted the Chamber's Garlic Town U.S.A. festival, local farmstands to visit, upcoming musical events at the Bennington Museum and Little City Cider Co, and other downtown events in September.

Bennington Fair Food Initiative:

The Bennington Fair Food Initiative, including the Bennington Community Market, Southwest Tech, Bennington College, and the Vermont Veteran's Home, was funded with a 2.2 million earmark in the government spending bill that passed at the end of 2022 (nominated by Senator Peter Welch). The funds will be administered through the U.S. Department of Housing and Urban Development and will flow through the Town of Bennington to subgrantees similar to the process of Community Development block grants. I have received the grant agreement from HUD and am working through the program budget and planning with program partners. The goals of the initiative are connecting partners in the local food system and growing jobs in the food sector.

Community Development Block Grants:

The Vermont Community Development program awarded a grant of \$386,190 to the Town of Bennington to support the Hale Resources affordable housing development at Benn High. Shires Housing has also received VCDP funding through the Town for two recovery housing projects on North Street and Gage Street. I submit paperwork required for each grant agreement and subgrant agreement along with progress reports on the projects. At the end of the year, I also submit financial reports to the state of Vermont on past HUD loans that have been granted to the Town or sub-grantees.

Benn Hi Redevelopment:

I am on the team with other town staff, and we are meeting weekly to plan the redevelopment of Benn High. The Town hired Goldstone Architecture to create conceptual plans and we are working closely with Hale Resources, who will be the developer of the overall project. I am researching grants to help support the redevelopment of the building and identifying partners for the community spaces. My application for Congressionally Directed Spending for the Benn High redevelopment was nominated for \$1 million from Representative Becca Balint's office. This past month we met with Southwestern Vermont Council on Aging, the Senior Center, and Meals on Wheels to finalize the design plans for the senior spaces. We also participated in a Benn High site visit with state funders of the redevelopment project.

Health Impact Assessment of the Benn Hi Redevelopment

Zak Hale and I worked with Rory Price and Megan Herrington from the Vermont Department of Health on their Health Impact Assessment of the Benn Hi redevelopment. The assessment process included the collection and analysis of secondary data, as well as community engagement efforts to gather qualitative information about the health needs of the community and the potential impact of the redevelopment. The completed assessment is on the Town's website (under Benn Hi Redevelopment) and the Health Department will be presenting its findings at the September 11th Select Board meeting.

Vermont Council on Rural Development:

VCRD asked me to join their board as a local government representative and I attended their Vermont Community Leadership Summit on August 15th at Vermont Technical College in Randolph.

Housing Committee:

Zak Hale has organized a regular meeting of various professionals working to improve the housing crisis in Bennington, including representatives from BCRC, the Health Department, Bennington County Coalition for the Homeless, Neighborworks, Bennington Housing Authority, Shires Housing, Maple Leaf Realty, and the Sheriff's department.

Housing Crisis Team/Project Alliance:

I have been meeting with the Housing Crisis Team that grew out of Project Alliance and is addressing the end of the motel voucher program. The team met to discuss options to create more immediate housing, such as converting a motel into longer term housing with social services embedded on site.

Community Outreach:

In the past month, I have met with the Benn Hi Redevelopment team, Hale Resources, Bennington Community Market, Bennington College's CAPA program, Bennington Housing Committee, AT Community leadership committee, Meals on Meals, SW VT Council on Aging, Better Bennington Corporation, Eight Oh Two Marketing, SVHC VISTA Volunteer, and Project Alliance.

Summary of Building Permits Issued
August 2023

Construction Type	Month to date	Month to Date Volume	Year to date	Year to Date Volume
	Permit Totals		Permit Totals	
Single Family Dwelling	0	\$0.00	3	\$750,000.00
Duplex	0	\$0.00	0	\$0.00
Mobile Homes	1	\$6,000.00	4	\$271,818.00
Apartments	0	\$0.00	1	\$75,000.00
Apartment Renovations	0	\$0.00	12	\$1,880,752.00
Condominiums	0	\$0.00	0	\$0.00
Residential Renovations	2	\$80,000.00	16	\$630,560.00
Residential Additions	0	\$0.00	1	\$80,000.00
Commercial Construction	1	\$680,000.00	6	\$3,212,509.00
Commercial Renovations	3	\$470,000.00	22	\$1,851,556.00
Industrial Construction	0	\$0.00	0	\$0.00
Industrial Renovations	0	\$0.00	0	\$0.00
Garages	0	\$0.00	9	\$317,960.00
Sheds	1	\$5,000.00	17	\$107,664.00
Decks / Porch	4	\$75,300.00	19	\$176,218.85
Institutions	0	\$0.00	0	\$0.00
Signs	1	\$1,200.00	13	\$41,118.00
Use & Zoning	2	\$700,000.00	9	\$31,154,689.00
Subdivision	0	\$0.00	6	\$0.00
Home Occupation	1	\$50.00	1	\$50.00
Propane Tank/Storage Tank	0	\$0.00	1	\$320,000.00
Boilers/Furnaces/RTU's, A/C	0	\$0.00	1	\$185,000.00
Tents	1	\$3,418.00	8	\$25,733.00
Handicap Access/Ramps	0	\$0.00	2	\$9,178.00
Concreate Slabs	0	\$0.00	0	\$0.00
Cell Towers/Communications	0	\$0.00	0	\$0.00
Solar Installations	3	\$47,645.00	14	\$716,072.20
Camps	1	\$20,000.00	1	\$20,000.00
Withdrawn	0	\$0.00	3	\$0.00
Demolition	4	\$0.00	23	\$0.00
Fire Supression	0	\$0.00	4	\$0.00
Sprinkler System	0	\$0.00	1	\$0.00
Exhaust Hood	0	\$0.00	2	\$0.00
Fire Alarm	0	\$0.00	1	\$0.00
Total	25	\$2,088,613.00	200	\$41,825,878.05

**12-Years At a Glance
Permit Totals Only**

Month	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	12	11	5	8	15	10	5	6	5	11	15	16
February	7	6	7	15	8	5	7	5	8	9	10	12
March	31	13	12	10	14	19	11	13	9	19	22	18
April	31	18	22	27	14	15	15	23	11	29	33	24
May	27	38	20	23	19	27	23	24	19	23	29	36
June	32	20	19	21	19	10	14	12	25	16	21	35
July	24	33	29	47	16	29	30	28	12	16	20	35
August	30	21	29	20	18	25	25	16	27	16	28	25
September	21	32	27	22	21	21	23	26	9	14	23	
October	38	30	21	28	9	19	20	20	17	29	17	
November	10	16	11	12	8	16	11	8	15	19	19	
December	18	18	7	10	5	8	11	11	5	10	12	
Total	281	256	209	243	166	204	195	192	162	211	249	

Town of Bennington Planning and Zoning

Detailed Permit Report

Permit types included: Building

Approval status included: Granted

Occupancy status included: Any status

Decision dates included: Between 08/01/2023 and 08/31/2023

<i>Parcel number Land Record Book and Pages</i>	<i>Permit number</i>	<i>Owner's name Applicant's name Location</i>	<i>Permit type Cert. of Occ.</i>	<i>Decision</i>	<i>Fee paid Cost of project</i>
06011700	23-057	ONORATO MARK & HOURAN AUDRA Mark Onorato & Audra Houran CHAPEL RD Construct A 24x28 Seasonal Camp	Building C.O. Pending	Granted 08/21/2023	140.00 20,000.00
51532000	23-088	BISCEGLIA JR PAUL M Paul Bisceglia Jr 104 SAFFORD ST Exterior Renovation & Repairs	Building C.O. Pending	Granted 08/03/2023	50.00 20,000.00
24502100	23-115	BRYANT STEVEN & LAUREN Steven & Lauren Bryant 782 HARWOOD HILL RD Construct A Kitchen Expansion (940 Sq-Ft)	Building C.O. Pending	Granted 08/01/2023	523.00 80,000.00
50562500	23-129	TUTORIAL CENTER Tutorial Center (Sean-Marie Oller) 451 MAIN ST Interior Renovations & Change of Use (Commercial	Building C.O. Pending Adult Learning/Tutorial Center)	Granted 08/18/2023	1,543.00 350,000.00
29502900	23-140	CINELLI TYLER R & LAUREN R Tyler & Lauren Cinelli 307 APPLE HILL RD Demo Existing Deck & Build New 1,000 Sq-Ft Deck	Building C.O. Pending	Granted 08/02/2023	150.00 39,000.00
23500300	23-141	LAMONTAGNE PAUL G & SUSAN B Freedom Forever - Matthew Markham 504 MATTESON RD Install Rooftop Solar (18 Modules)	Building C.O. Pending	Granted 08/15/2023	25.00 23,585.00
51556400	23-142	MURRAY JEFFREY K Jeffrey Murray 739 MAIN ST Construct/Install A 8x40 Outdoor Storage Building	Building C.O. Pending	Granted 08/23/2023	52.00 5,000.00
26506703	23-143	RICE PAUL & SUSAN LIFE ESTATE Paul & Susan Rice 1499 EAST RD Rebuild and Expand Existing Deck (360 Sq-Ft)	Building C.O. Pending	Granted 08/21/2023	54.00 23,000.00
36512100	23-145	S K B W V ACQUISITION LLC S K B W V Acquisition LLC - Travis Mears 220 NORTHSIDE DR Interior Renovation (1,880 Sq-Ft)	Building C.O. Pending	Granted 08/24/2023	338.40 40,000.00

Town of Bennington Planning and Zoning

Detailed Permit Report

Parcel number Land Record Book and Pages	Permit number	Owner's name Applicant's name Location	Permit type Cert. of Occ.	Decision	Fee paid Cost of project
50536600	23-146	ARGENTIERI DAVID M Diane Argentieri 213 MAPLE ST Home Occupation - Bakery	Building C.O. Not required	Granted 08/23/2023	50.00 50.00
44507100	23-147	BENNINGTON LITTLE LEAGUE INC Geoff Metcalfe 83 LITTLE LEAGUE RD Construct 2 New Buildings: (1) Training Facility,	Building C.O. Pending	Granted 08/23/2023	1,999.92 680,000.00
12014101	23-148	STROHMAIER JOSEPH M & JOSEPH M II Joseph Strohmaier & Joseph Strohmaier I 1856 MIDDLE POWNAL RD Demo Existing Mobile Home & Install New Mobile	Building C.O. Pending	Granted 08/24/2023	161.80 6,000.00
55502900	23-149	BEAUMONT PAUL J & JULIE A Power Guru LLC 199 WEEKS ST Install Rooftop Solar - Single Panel Expansion	Building C.O. Pending	Granted 08/24/2023	25.00 1,500.00
07016400	23-150	KOBELIA ROBERT & KRISTENA Sunrun 3015 WEST RD Battery & Solar Install (Ground Mount)	Building C.O. Pending	Granted 08/24/2023	25.00 22,560.00
24501000	23-151	RHODES PETER H & BIRKLAND CLAUDIA Peter Rhodes & Claudia Birkland 88 SETTLERS RD Construct A 20x20 Enclosed Patio & 18x34	Building C.O. Pending	Granted 08/30/2023	165.20 9,100.00
52534900	23-152	WARD ASHLEY A Ashley Ward 102 OAKES ST Construct A 10x10 Freestanding Deck	Building C.O. Pending	Granted 08/29/2023	25.00 4,200.00
57511300	23-154	BECKER REAL ESTATE LLC Becker Real Estate LLC 239 BEECH ST Interior & Exterior Renovations/Repairs	Building C.O. Pending	Granted 08/30/2023	50.00 60,000.00
50517100	23-155	RGN BENNINGTON HOLDINGS LLC Southwestern Vermont Chamber of 113 DEPOT ST Install 4 Temporary Tents (1) 10x20 & (3) 20x30	Building C.O. Not required	Granted 08/29/2023	35.00 3,418.00
			(09/01/23-09/05/23)		

Town of Bennington Planning and Zoning

Detailed Permit Report

Permit types included: Local/Custom

Approval status included: Granted

Occupancy status included: Any status

Decision dates included: Between 08/01/2023 and 08/31/2023

<i>Parcel number Land Record Book and Pages</i>	<i>Permit number</i>	<i>Owner's name Applicant's name Location</i>	<i>Permit type Cert. of Occ.</i>	<i>Decision</i>	<i>Fee paid Cost of project</i>
11011300	2023	COUNTY OF BENNINGTON, VERMONT COUNTY OF BENNINGTON, VERMONT 811 US RT 7 SO Demo Existing Building - Poor Condition	Local/Custom C.O. Not required	Granted 08/23/2023	50.00
43515000	2023	CUTLER MICHAEL H Michael & Renee Cutler 113 LEONARD ST Removal of Old Shed (Falling Apart)	Local/Custom C.O. Not required	Granted 08/09/2023	0.00
36500701	2023	ST PIERRE JEROME ST PIERRE JEROME 215 NORTHSIDE DR Relocate Mobile Home to 1856 Middle Pownal Road	Local/Custom C.O. Not required	Granted 08/21/2023	25.00
12014101	2023	STROHMAIER JOSEPH M & JOSEPH M II STROHMAIER JOSEPH M & JOSEPH M II 1856 MIDDLE POWNAL RD Remove Existing Home To Install/Construct New One	Local/Custom C.O. Not required	Granted 08/21/2023	0.00

Town of Bennington Planning and Zoning
Detailed Permit Report

Permit types included: Sign
Approval status included: Granted
Occupancy status included: Any status
Decision dates included: Between 08/01/2023 and 08/31/2023

<i>Parcel number Land Record Book and Pages</i>	<i>Permit number</i>	<i>Owner's name Applicant's name Location</i>	<i>Permit type Cert. of Occ.</i>	<i>Decision</i>	<i>Fee paid Cost of project</i>
50560100	S23-013	LOVE-N-CARE MINISTRIES INC	Sign	Granted	08/31/2023 60.00
		LOVE-N-CARE MINISTRIES INC	C.O. Not required		1,200.00
		497 MAIN ST			
		Bethany Revival Church			

Town of Bennington Planning and Zoning
Detailed Permit Report

Permit types included: Zoning
Approval status included: Granted
Occupancy status included: Any status
Decision dates included: Between 08/01/2023 and 08/31/2023

<i>Parcel number Land Record Book and Pages</i>	<i>Permit number</i>	<i>Owner's name Applicant's name Location</i>	<i>Permit type Cert. of Occ.</i>	<i>Decision</i>	<i>Fee paid Cost of project</i>
06011700	23-057	ONORATO MARK & HOURAN AUDRA	Zoning	Granted	08/16/2023 50.00
		Mark Onorato & Audra Houran	C.O. Pending		20,000.00
		CHAPEL RD Construct A 24x28 Seasonal Camp			
44507100	23-127	BENNINGTON LITTLE LEAGUE INC	Zoning	Granted	08/16/2023 50.00
		Geoff Metcalfe	C.O. Pending		680,000.00
		83 LITTLE LEAGUE RD Construction Of 2 New Buildings: (1) Training Facility, (2) Maintenance & Bathroom Facility			