

M E E T I N G N O T I C E
BENNINGTON SELECT BOARD

Monday, September 25, 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 - 6:05 PM
 - A. Minutes of September 7 & 11, 2023
 - B. Warrants
 - C. Licenses
4. Public Comment 6:05 PM - 6:20 PM
5. Project Alliance Update on Outreach for Housing 6:20 PM - 6:35 PM
6. Compost Fee 6:35 PM - 6:50 PM
7. Brush Fee at Transfer Station 6:50 PM - 7:05 PM
8. Manager's Report 7:05 PM - 7:15 PM
9. Upcoming Agendas 7:15 PM - 7:20 PM
10. Other Business 7:20 PM - 7:30 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.


SELECT BOARD
MINUTES
September 7, 2023

Present: Jeannie Jenkins, Chair, Jeanne Conner, Gary Corey, Jim Carroll and Ed Woods. Also present.: Stuart Hurd, Town Manager. (The Manager did not participate in the meeting.)
Absent: Tom Haley, V. Chair and Sarah Perrin

The meeting was called to order at 5:30 pm. The sole purpose of the meeting was an Executive Session to consider personnel. The Board entered Executive Session at 5:30 pm. The Board came out of executive session at 7:58 pm.

There being no other business, the Board voted to adjourn the meeting at 7:58 pm.

Respectfully submitted,



Stuart A. Hurd

1 **BENNINGTON SELECT BOARD MEETING**

2 **130 RIVER STREET**

3 **BENNINGTON, VERMONT 05201**

4 **SEPTEMBER 11, 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; Megan
11 Herrington-Health Impact Assessment; Jack Rossiter-Munley; Sam Restino; Mike Bethel; Vickie
12 Lampron; Nancy White; Shirley Adams; 15 citizens; Jim Therrien-Bennington Banner; Josh
13 Boucher-CAT-TV; and Nancy H. Lively-Secretary.

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

15 **1. PLEDGE OF ALLEGIANCE**

16 The Pledge of Allegiance was recited and followed by a Moment of Silence in
17 recognition of our losses on the 22nd Anniversary of the 9/11 Tragedy.

18 **2. VISION STATEMENT**

19 Mr. Haley read the Town's Vision Statement that was adopted by the Select Board on
20 August 24, 2020:

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

23 **3. CONSENT AGENDA**

24 **A. MINUTES OF AUGUST 28, 2023**

25 **B. WARRANT**

26 *Ed Woods moved and Jim Carroll seconded to approve the Consent Agenda amended*
27 *as follows:*

28 *Minutes of August 28, 2023, Lines 11 and 70, Change "Chloe" to "Glory"*

29 *Minutes of August 28, 2023, Line 17, Change "Ms. Conner" to "Mr.*
30 *Haley"*

31 ***The motion carried with Sarah Perrin absent.***

32 **4. PUBLIC COMMENT**

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

- 36 1. Public Comment is to allow residents an opportunity to share information or make
37 announcements that benefit the community at large.
- 38 2. The topic should not be related to an agenda item. If a member of the public wants to
39 comment on an agenda item they can do so during the discussion of that item.
- 40 3. Comments should be 3 minutes or less.
- 41 4. You are required to state your real name and town of residence.
- 42 5. Sharing comments, announcements and concerns are encouraged rather than asking
43 questions. Public Comment is not a time for discussion. If you have specific questions it is best
44 to call the Town Manager to get a full explanation and accurate information.
- 45 6. If the topic requires much discussion the item will be considered as an agenda item at a
46 future meeting.

47 _____

48 Jack Rossiter-Munley: 1. Resettlement - A thank you to the Board for his ECDC presentation as
49 an agenda item at the last meeting. Since then the refugees referenced in that report have
50 arrived. A refugee that came to Bennington in 1949, and is now living in California, sent a
51 donation to our current resettlement project. 2. The Community Café is serving 50-60 meals
52 each week. There will be musicians there this coming week and the Apple Barn is now
53 contributing food regularly.

54 Mike Bethel: We have 2 weeks to get 500 signatures on a petition for a vote as to whether or
55 not the Senior Center Building should be transferred to Chris Gilbert as part of the Benn High
56 Project. The petition, itself, will be in the Bennington Banner this weekend and can be signed
57 and brought to the Mini Mart, Nancy White, or himself. The Dutchman's Café will also have
58 petitions to sign. He doesn't feel the Select Board has been very "candid" about the project.
59 Any questions contact him at 802-442-9196.

60 Sam Restino: 1. Thankful for the Moment of Silence 9/11 recognition. 2. Kudos to the Town's
61 Highway Department for their diligence in cleaning up after the storm. 3. The work across from
62 the Moose Club was done quickly by the Fire Department. 4. The Select Board meeting wasn't
63 on the Facebook page this time and he relies on that for his information. 5. Questioned if the

curbing had changed the historical nature of Bennington Station. 6. The bridge on Depot Street needs to be replaced.

Nancy White: Stated that the voters have 30 days to sign a petition if they don't want the Senior Center Building transferred to Chris Gilbert. If 5% of the voters (486 voters) sign the petition then it will be put to a town vote. The signed petitions must be in the Town Office no later than September 29th.

Vickie Lampron: Explained what Window Dressers are and how they stop drafts. Volunteers are needed and the "build" of the window dressers is from October 6th thru October 11th at the Monument Arts Cultural Center on Gypsy Lane. Sign up at www.windowdressers.org for how you would like to volunteer.

5. HEALTH IMPACT ASSESSMENT FOR BENN HIGH

Megan Herrington from the Vermont Department of Health did the following presentation:

- A Health Impact Assessment (HIA) determines the positive and negative effects of a policy, program, or project and makes recommendations accordingly on how to achieve those with procedures, methods, and tools.
- HIA's can be done rapidly in a couple of days or more comprehensive over a longer period of time. We chose to do a comprehensive HIA on Benn High.
- All HIA's contain screening, scoping, assessment, recommendations, reporting, and evaluation.
- We are currently in the reporting phase as we continue to consider all data from which we will then establish an evaluation.
- Our Steering Committee considered 5 basic topics - housing, health and safety, social inclusion, community services, and assessment methodology.
 - Housing - those surveyed were happy to have housing
 - Health and Safety - building activity with additional lighting will improve health and safety
 - Social Inclusion - will negate the loneliness of an aging population
 - Community Services - programming to create intergenerational connections and diverse communication

Board comments/questions answered by Ms. Herrington:

Ms. Conner: What is a spatial stigma? *It is the negative perception related to a particular place.*

Ms. Conner: Realizes that all of the affordable housing must be together to access the funding, however, should we pursue mixing the affordable with the market value units in other projects? *All of the units are very similar regardless of what section they're in and they all utilize the same services.*

100 Ms. Jenkins: What is best practice when looking at the outcomes? *We first evaluate our process*
101 *having been done correctly and then work with Hale Resources out 2, 5, and 10 years to*
102 *streamline this project.*

103 *Public comments/questions answered by Ms. Herrington:*

104 Sam Restino: 1. Are you working with the Bennington Regional County Commission (BCRC)? 2.
105 The location near Pleasant Street will be a hard battle to fight. *There are conditions that*
106 *everyone is aware of that renewed activity at the Benn High will help to minimize.*

107 Nancy White: 1. Why weren't there Bennington residents on the Steering Committee? *Lesson*
108 *learned. There should have been more residents on the Steering Committee.* 2. Why is this a
109 Bennington County project that only the Town of Bennington will be carrying the financial role
110 for? *As part of socialization, there will be various community agreements.*

111 **6. BENN HIGH DEVELOPMENT AGREEMENT**

112 Ms. Jenkins thanked Hale Resources and Town Staff for the time and efforts that have
113 been put into this project. This project puts together the 3 top priorities that the Select Board
114 has had for the last decade:

- 115 1. Resources and services for Seniors
- 116 2. Recreational opportunities for everyone "cradle to cane"
- 117 3. Expand our housing options

118 Mr. Monks and Ms. Barsotti did the following presentation:

- 119 ➤ The main reason that we're here is to discuss the Development Agreement between
120 Hale Resources, LLC and the Town of Bennington.
- 121 ➤ The property is the Benn High building of 100,000 square feet on 2.29 acres built in
122 1914, is on the National Register of Historic Places, and has been vacant since 2004.
- 123 ➤ The Town's space will be ~27,000 square feet with 14,000 square feet of that for the
124 Senior Center and Meals on Wheels. The current space for both of these is ~5,000
125 square feet.
- 126 ➤ There will also be 13,000 square feet of gym space, locker rooms, changing rooms, and
127 exercise rooms operated by the YMCA.
- 128 ➤ The housing portion will be 70,000 square feet with a mix of market rate and affordable
129 housing, and child care that will be managed by the YMCA.
- 130 ➤ And, there will be 3,000 square feet of office space occupied by the Council on Aging
131 and UVM Extension.
- 132 ➤ There will be more green space, an additional entrance, and a drop off area.
- 133 ➤ The property is currently owned by Chris Gilbert and the Town has control of the site
134 with a long term lease.
- 135 ➤ The Development Agreement formalizes the terms that have been previously seen and
136 discussed. They are:

- 137 ✓ Hale Resources will purchase the building and the Town will be a tenant.
- 138 ✓ Hale Resources will secure funding for the entire building including the Town's
- 139 portion.
- 140 ✓ Once funding is secured, the Town will sign the Lease Option with Hale
- 141 Resources which must be done by October 2024 to satisfy the ARPA usage
- 142 requirements.
- 143 ✓ Once the Benn High space is ready for occupancy by the Senior Center and Meals
- 144 on Wheels, the current Senior Center will be transferred to Chris Gilbert and
- 145 returned to the tax roll.
- 146 ✓ Hale Resources will construct the Town space but the Town will be responsible
- 147 for supplying its own furnishings.
- 148 ✓ The Town will then lease some of its space to Meals on Wheels and the YMCA.
- 149 ✓ The cost of fitting up the Town's space is ~\$8M and the Town will contribute
- 150 \$2M of ARPA funds towards that.
- 151 ✓ The initial Town lease will be for 15 years with a 35 year renewal term or a
- 152 capital investment by Hale Resources of all of the ARPA funds that the Town has
- 153 spent on the project.
- 154 ✓ The original term of the Town lease was to be 20 years but the 15 years was
- 155 predicated by tax credits, however, the overall 50 years remains from before.
- 156 ✓ Lease documents will include shared use of interior spaces, shared use of
- 157 exterior facilities, shared use of utility services, and parking.
- 158 ✓ Hale Resources will maintain repair of the whole building minus the interior
- 159 space occupied by the Town including janitorial services.
- 160 ✓ The Town will be responsible for plowing and mowing but not capital
- 161 improvements like paving.
- 162 ✓ The cost of the entire project is \$29M for Hale Resources.
- 163 ✓ The various funding sources of tax credits and grants were shared which
- 164 included those that have been secured and those that have been applied for.
- 165 ✓ Funding sources have required that the project be considered in two separate
- 166 "condos" - one for the affordable housing section and one for the rest.
- 167 ✓ Hale Resources will partner with NeighborWorks as some funding sources have
- 168 required them to partner with a non-profit.

169 Next steps:

- 170 ✓ For the Select Board to approve the Development Agreement.
- 171 ✓ The Town will continue to work with Hale Resources to secure funding.
- 172 ✓ Be back at a Select Board meeting within 90-150 days to update the public on
- 173 the project.

174 *Board comments/questions answered by Mr. Monks, Ms. Barsotti, and Zak Hale:*

175 Ed Woods: When he moved to Bennington 19 years ago there was talk of what to do with Benn
176 High and it has taken 19 years to get us to this point. He is very thankful for all the heavy lifting
177 and is appreciative of where we are today.

178 Mr. Corey: Will the building remain on the tax rolls or will it be affected by the non-profit? Yes,
179 *and as it is improved, it will be on at a much higher assessment. The non-profit has no effect on*
180 *the tax roll.*

181 Mr. Haley: Explain how the non-profit eliminates taxes. *Because you want all of the money*
182 *flowing in to be for the project and not for paying taxes.*

183 Mr. Haley: Is it fair to say that the funding chart looks so complicated because of the
184 government involvement? *It is primarily due to the tax credits and the affordable housing.*

185 Ms. Conner: Believes that the HIA would look favorably on the fact that there's child care in the
186 building. *The more services there are in the building the better off we are.*

187 *Public comments/questions answered by Mr. Monks, Ms. Barsotti, and Zak Hale:*

188 Sam Restino: 1. Does the property that Hale Resources owns on the corner of Pleasant Street
189 and Main Street affect the funding? *There is no impact.* 2. Will the funding be affected by a
190 change of managers that are not local? *Hale Resources will be the manager.*

191 Nancy White: Had the following questions:

192 1. Will there be tax stabilization? *This is a topic that will be discussed and we have a*
193 *policy that's been in place for 30 years on tax stabilization..*

194 2. Explain the \$26,000 in school tax? *Not sure but this may have been mentioned and*
195 *would be a wash as we may pay the tax but then it would come back to us.*

196 3. Where is the breakdown of the \$197,000/year that this will be in the Town budget
197 and does that include the 1 or 2 additional custodians the Town will need, and if not, what is
198 that cost? *Costs to the Town were included in detail in the last presentation and the*
199 *\$197,000/year is for the lease that includes a line item for custodians.*

200 4. Why will we be maintaining the plowing and mowing of the property when the Hale's
201 own it? *If this were contracted out we would have to pay our portion of that so it was*
202 *determined that it would be more cost effective for us to have our own staff and equipment do*
203 *it. They are doing it now so we have a sense of that expense.*

204 5. Who will be paying to renovate the gym? *Hale Resources will complete the*
205 *renovation that Mr. Gilbert had started.*

206 6. Who will be paying to renovate the gym and did a grant for \$190,000 go through, and
207 if so, what happened to the money? *No answer.*

208 7. When can Bennington residents tour the building? *The building inspector won't allow*
209 *in person tours of the building, however, we could do a video of it to be aired on CAT-TV.*

210 8. How many children will be in child care and how will they be fed hot meals? *104 and*
211 *the YMCA will have to answer how they will feed them. They have a similar facility in Pittsfield*
212 *where they do just fine.*

213 9. What will the 2 houses on Pleasant Street be used for if the playground is out back?
214 *Those 2 houses will remain as apartments.*

215 10. Will the Town or the YMCA operate the Senior Center? *No answer.*

216 11. Are there any parking spaces dedicated to the apartments or is it first come, first
217 *serve? There was a detailed presentation on parking at the last update with the only designated*
218 *parking spots for Meals on Wheels and the Senior Center during the day.*

219 12. Does maintaining the interior of the Town's space include repairs? *Only if needed*
220 *specifically for our space.*

221 13. Is this the first time NeighborWorks will work with apartments? *Yes, and it would be*
222 *similar to what the BCIC did for the Putnam and they didn't have any experience either.*
223 *NeighborWorks was only brought in as a lender and have experience in renovating many*
224 *apartments in Town.*

225 14. Can you tell the taxpayers now how much this will cost them going forward? *There*
226 *was a detailed presentation on this at the last update.*

227 15. Is the YMCA going to do anything with after school programs on the first floor or will
228 *they all be in the basement? No answer.*

229 Zak Hale added that there will be 24 new jobs created for the project with 17 of those
230 retained.

231 Shirley Adams: Had the following questions:

232 1. Is there a percentage of how much of the funding has been secured? *At this time 60%*
233 *and are confident that we will be able to raise the rest.*

234 2. Is the \$160,000 grant from the Town Program Income (TPI) funds from the Town's
235 revolving loan fund? *There are a couple of difference loan funds and they were all created from*
236 *housing projects several years ago. We have to report to the State on the larger revolving loan*
237 *fund and do not have to report the fund that has the \$160,000 in it that we basically haven't*
238 *used. So the State has given us permission to give this money out as a grant as long as it is*
239 *invested in this project.*

240 3. And, if it is from the revolving loan fund, does it get repaid or does it reduce the
241 amount in that fund? *Explained in question #2.*

242 4. What is triple-net? *This is a term used in commercial leases and means that the tenant*
243 *is responsible for electricity and other similar costs in addition to the lease payment.*

244 *Jim Carroll moved and Ed Woods seconded to authorize the Town Manager to execute*
245 *the Development Agreement as presented on behalf of the Town. The motion carried with*
246 *Sarah Perrin absent.*

247 7. ERRORS AND OMISSIONS

248 *Jim Carroll moved and Ed Woods seconded to adjust the existing assessment of Parcel*
249 *20504300 at 2613 Chapel Road from \$97,200 to \$41,200 as presented. The motion carried*
250 *with Sarah Perrin absent.*

251 8. APPOINTMENT TO BOARDS AND COMMISSIONS

252 *Jim Carroll moved and Jeanne Conner seconded to approve the appointments to*
253 *Boards and Commissions as follows:*

254 *Community Policing Advisory Review Board (CPARB) for 3 year terms (2026)*

255 *Lindsay Brillion Kathleen Kost Vickie Lampron*

256 *Historic Preservation Committee (HPC) to fill an unexpired term (2024)*

257 *Thomas Scheetz*

258 *The motion carried with Sarah Perrin absent and Tom Haley abstaining.*

259 All four appointees were present and introduced themselves to the public.

260 9. MANAGER'S REPORT

261 Mr. Hurd did the following report.

262 UCS Superhero 5K Road Closures -

263 *Jim Carroll moved and Ed Woods seconded to approve closing Main Street from*
264 *Benmont to Branch and Gage Street from Bradford to Safford on November 4, 2023 from*
265 *8:00am until 10:30am for the UCS Superhero 5K.*

266 Mr. Woods asked if this is an annual event, and Mr. Hurd answered that it is.

267 Mr. Corey asked if we had closed Main Street before, and Mr. Hurd answered that we
268 had for Mayfest and Harvestfest but this will be for a shorter period of 2.5 hours at the most.

269 *The motion carried with Sarah Perrin absent.*

270 Mr. Hurd stated that the curbing to Bennington Station is all part of connecting the
271 Riverwalk to the Rail Trail and was grant funded.

272 Willow Park Playground Equipment Closure - The replacement equipment has arrived and the
273 playground will be fully open once again by September 16th.

274 Brush at Transfer Station - We currently only charge commercial haulers for brush at \$120/ton
275 which means they have to weigh in and weigh out which is causing some traffic congestion at
276 the Transfer Station. We are recommending a \$10 per load brush fee for all residential
277 customers and \$30 per load for commercial customers. A load is a pickup truck load or any
278 vehicle that is all brush - no leaves or grass. We are also talking to Casella about adding another
279 scale. Ms. Conner added that she was told on Saturday that they didn't have to wait in line if all
280 they had was recycling.

281 **7. UPCOMING AGENDAS**

282 September 25, 2023 - Turning Point - Outreach Update

283 September 25, 2023 - Health Dashboard

284 September 25, 2023 - Energy Committee

285 **8. OTHER BUSINESS**

286 Ms. Conner: Received an e-mail on the exciting things that are coming to the
287 Bennington Theatre.

288 ***At 7:56pm, Jim Carroll moved and Ed Woods seconded the adjournment of the***
289 ***meeting. The motion carried with Sarah Perrin absent.***

290 Respectfully submitted,

291 Nancy H. Lively

292 Secretary

09/20/23

Town of Bennington Accounts Payable

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12:16 pm

Check Warrant Report # 9

By Vendor For Check Acct 01 Checks 331003 To 331105

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
331008	**FLUENT INFORMATION MANA	09/15/23	INV-8227	Subscription & Hardware	1,083.33	03-4540.560
331009	*BARBARA MCAULIFFE	09/13/23	09/13/23	Refund of Tax Credit	291.13	01-1200.000
Pre-Paid 331003	*BROC	09/11/23	09/11/23	Excess Funds Tax Sale	3,064.99	01-2990.000
331010	*BUELL, DORRAINE S	09/12/23	09/12/23	Refund of Tax Credit	436.60	01-1200.000
331011	*DALE GERITY	09/13/23	09/13/23	Refund of Tax Credit	552.96	01-1200.000
331012	*JOHN ROSE & MIRANDA & TI	09/14/23	09/14/23	Refund of Tax Credit	2,092.31	01-1200.000
331013	*PATRICIA SQUIERS	09/06/23	09/06/23	Refund of Tax Credit	477.74	01-1200.000
Pre-Paid 331004	*TIMOTHY KINNEY AND NICOL	09/11/23	09/11/23	Excess Funds Tax Sale	414.76	01-2990.000
Pre-Paid 331005	*VERMONT SUPERIOR COURT	09/11/23	09/11/23	Excess Funds Tax Sale	15,145.51	01-2990.000
Pre-Paid 331006	*VERMONT SUPERIOR COURT	09/11/23	09/11/23-1	Excess Funds Tax Sale	33,732.97	01-2990.000
Pre-Paid 331007	*VERMONT SUPERIOR COURT	09/11/23	09/11/23-2	Excess Funds Tax Sale	10,124.71	01-2990.000
331014	802 RESTROOMS	09/11/23	I1684	Riverwalk 9/11-10/8	180.00	02-5120.560
331015	A & K SLIP FORMING, INC.	09/15/23	8073	Riverwalk Curb	11,712.00	01-7130.850
331016	ADAMS LOCK & SECURITY D	08/04/23	60362	Service Call/Broken Key	90.00	01-7170.680
331017	ALERT SCIENTIFIC	07/31/23	106502	Calibrate Lab Equipment	1,232.50	42-5480.560
331018	ALL-OUT WASTE MANAGEMENT	09/01/23	17520	Beech Street	135.00	01-7160.560
		09/01/23	17521	SVC	135.00	01-7160.560
		09/01/23	17522	Stark Street	135.00	01-7160.560
				TOTAL CHECK	405.00	
331019	ALLEN ENGRNG & CHEMICAL C	09/12/23	500624-01	Calcium Chloride	255.92	01-7150.210
331020	ALLIED AUTO PARTS OF BENN	08/25/23	08/25/23	Fleet Parts	170.12	02-5330.220
					29.42	02-5330.210
				TOTAL CHECK	199.54	
331021	ALLIED AUTO PARTS OF BENN	09/06/23	587998	Cable Ties	11.49	01-7170.220
331022	AMAZON CAPITAL SERVICES,	09/15/23	1VM3DNML9T1R0	Office Supplies&Envelopes	78.89	01-4110.210
					93.50	01-4100.200
				TOTAL CHECK	172.39	
331023	ANTOGNIONI, ELIZABETH	09/15/23	09/15/23	Tax Credit Refund	525.00	01-1200.000
331024	AT HOOSICK, LLC	09/13/23	X40501036001	Diesel Fuel Supp. Antigel	383.52	02-5330.220

09/20/23

Town of Bennington Accounts Payable

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12:16 pm

Check Warrant Report # 9

By Vendor For Check Acct 01 Checks 331003 To 331105

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
331025	BARBEAU, CASSANDRA	09/15/23	SEPT2023	Clerks Conference	95.11	01-3500.740
					154.58	01-3500.741
				TOTAL CHECK	249.69	
331026	BEARCOM	09/11/23	5613518	Radio Repairs	337.50	03-4540.220
331027	BENNINGTON COUNTY REGIONA	09/07/23	2251	BCSWA SWIP FY23 Q4	22,204.04	01-5430.561
331028	BENNINGTON HIGH LLC	09/13/23	09/13/23	Lease Agreement	5,252.00	01-7800.650
331029	BENNINGTON RURAL FIRE DIS	09/06/23	09/06/23	Benn Housing Auth PILOT	292.37	01-2220.000
331030	BENNINGTON TIRE CORPORATI	09/15/23	117714	Junk Tire Disposal	31.50	02-5120.560
331031	BERKSHIRE FAMILY YMCA	09/13/23	09/13/23	Management Services	12,000.00	01-7100.561
		09/18/23	09/18/23	Summer Camps Wks 1-8	24,998.00	01-7100.440
				TOTAL CHECK	36,998.00	
331032	BERUBE'S TRUCK ACCESSORIE	09/06/23	171434001	Replacement Radio	208.00	02-5330.220
		08/29/23	171421201	12 Antennas	932.00	02-5330.220
				TOTAL CHECK	1,140.00	
331033	BETTER BENNINGTON CORPORA	09/13/23	09/13/23	Operating Grant	7,874.41	62-8700.560
		09/18/23	09/18/23	DT 08/14-09/10/23	1,007.60	01-3710.560
		09/18/23	09/18/23-1	DT 07/17-08/13/23	1,007.60	01-3710.560
				TOTAL CHECK	9,889.61	
331034	BILLERT, BRIAN	09/11/23	09/11/23	Reimburse CDL	39.00	41-5900.720
331035	CALLAERT CONSTRUCTION & L	09/01/23	240235	August Mowing	1,235.00	41-5910.680
		09/01/23	240223	August Mowing	1,125.00	42-5480.680
		09/01/23	240205	August Mowings	2,655.00	02-5120.560
					4,955.00	01-5520.560
					400.00	02-5170.560
		09/01/23	240195	Mowing & Tree Cutting	4,920.00	01-7160.560
				TOTAL CHECK	15,290.00	
331036	CASELLA WASTE SYSTEMS, IN	09/01/23	739977	Trash	77.22	01-5430.560
					83.38	42-5480.560
		09/01/23	1192718	Recycling	7,706.04	01-5430.570
		09/01/23	739982	Trash - MAU	42.19	01-5430.560
		09/01/23	739980	Trash - N. Benn	48.08	01-5430.560
				TOTAL CHECK	7,956.91	
331037	CDW GOVERNMENT INC	09/05/23	LS21017	Computer Supplies	40.65	01-3300.230
					34.10	03-4540.220
				TOTAL CHECK	74.75	
331038	CENTURY ACQUISITION INC.	08/31/23	11042071	Main St PRV Concrete	1,590.00	41-0870.000

12:16 pm

Check Warrant Report # 9

By Vendor For Check Acct 01 Checks 331003 To 331105

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
		09/09/23	11042284	Riverwalk-Concrete Curb	3,728.50	01-7130.850
				TOTAL CHECK	5,318.50	
331039	CHAMPLAIN VALLEY EQUIPMEN	09/11/23	CM94955	Roadside Mower Parts	2,817.60	02-5330.220
331040	CINTAS	09/15/23	4167875708	Cleaning Supplies PD	22.97	01-4170.210
		09/15/23	4167875727	Cleaning Supplies Rec	41.28	01-7170.210
		09/15/23	4167875785	Cleaning Supplies TO	29.75	01-3710.210
				TOTAL CHECK	94.00	
331041	COMCAST	09/03/23	09/03/23	8773 50 030 0281422	91.59	02-5100.340
		09/09/23	09/09/23	8773 50 030 0151849	24.95	01-3700.340
				TOTAL CHECK	116.54	
331042	CRYSTAL ROCK	09/12/23	28546 091223	Bottled Water	134.30	01-4170.560
					16.65	02-5170.210
					194.75	01-3710.560
				TOTAL CHECK	345.70	
331043	CS ONE BENEFIT SOLUTIONS	09/01/23	18104-853539	Aug Cobra Notice	47.00	01-3700.560
		09/01/23	104-853539-1	July New Hire	4.35	01-3700.560
				TOTAL CHECK	51.35	
331044	CURTIS LUMBER COMPANY, IN	09/05/23	2309-251287	Main St PRV-Split Rail	237.84	41-0870.000
331045	DAVIDSON HVAC	09/17/23	2638	Heat Pumps @ Rec	25,838.20	01-7170.810
331046	DOXSEE ROOFING COMPANY, L	08/31/23	26065	Work at Fire Dept	636.65	03-4570.680
		08/31/23	26066	Bowen Rd-Seal Leaking	474.00	02-5170.560
				TOTAL CHECK	1,110.65	
331047	EIGHT OH TWO MARKETING	08/31/23	AUG23VBH	Digital Marketing Aug	650.00	01-3650.350
331048	ENDYNE, INC.	09/11/23	462039	WSID 5016 Benn DBP	490.00	41-5980.560
		09/06/23	461454	Colilert	140.00	41-5980.560
		09/06/23	461394	WSID 5016 Benn DBP	490.00	41-5980.560
		08/10/23	457716	WSID 5016 Benn Water PBC	25.00	41-5980.560
		09/13/23	462303	Colilert	160.00	41-5980.560
		09/06/23	461480	Walloomsac River Sampling	186.00	42-5480.560
		09/12/23	462128	Benn Sludge	500.00	42-5480.560
		09/13/23	462340	Benn WW Analysis	296.00	42-5480.560
		09/13/23	462302	Annual Effluent	130.00	42-5480.560
		09/13/23	462301	Benn Compost	700.00	42-5480.560
				TOTAL CHECK	3,117.00	
331049	F.W. WEBB COMPANY	09/06/23	82237581	Supplies	89.53	42-5480.220
		09/08/23	82269249	1 1/2 Coupling	6.26	01-7170.680
		09/08/23	82274201	3/4 Coupling	5.86	01-7170.680
		09/11/23	82289300	Penetrating Oil	47.13	01-7160.210
		09/11/23	82299853	Main St PRV Brass Parts	90.18	41-0870.000

12:16 pm

Check Warrant Report # 9

By Vendor For Check Acct 01 Checks 331003 To 331105

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
		09/07/23	82254924	Main St PRV PVC Elbows	139.21	41-0870.000
				TOTAL CHECK	378.17	
331050	FABRICIUS, CARRIE	09/19/23	09/19/23	Reimburse 15 yrs Services	30.00	01-3000.159
331051	FARRAR, INC.	09/05/23	12357	MSRP #1 Repair	44,584.13	42-5480.680
331052	FASTENAL COMPANY	09/11/23	VTBEN70616	Supplies	161.73	42-5480.210
		09/11/23	VTBEN70617	Bolts for Meter	65.04	41-5980.220
				TOTAL CHECK	226.77	
331053	FERGUSON WATERWORKS #576	09/11/23	1182547	Water Main Parts	55.83	41-5940.210
331054	FISHER SCIENTIFIC COMPANY	09/06/23	5934660	Lab Supplies	389.62	42-5480.210
331055	FRANKLIN PAINT COMPANY, I	08/29/23	181159	Fog Line Paint	25,827.41	02-5130.220
		08/30/23	181201	Glass Beads for Fog Line	1,460.00	02-5130.220
				TOTAL CHECK	27,287.41	
331056	GRAINGER	08/28/23	9818632607	Door Stop, Slide Latch	72.64	01-7170.220
331057	GREATAMERICA FINANCIAL SE	09/12/23	34872400	Postbase Service	137.20	01-3700.650
331058	GREATER HEIGHTS TREE & LA	09/11/23	19076	Rice Ln-2 Trees Removed	4,200.00	02-5110.560
331059	H L FUEL CO., INC.	09/15/23	1704794	273827 - Fire House	20.51	03-4570.770
331060	H L PROPANE CO. INC.	08/04/23	1703388	4522 - Fire House Kitchen	117.87	03-4570.770
		09/08/23	1704598	4527 - Rec Ctr	1,119.73	01-7170.770
		09/08/23	1704562	4526 - Meals Program	100.36	01-7970.770
		09/07/23	1704619	4713 - Primary Digestor	734.82	42-5480.770
		09/14/23	1704738	1704738 - Contol Bldg	90.18	42-5480.770
		09/14/23	1704727	4521- PD	330.58	01-4170.770
				TOTAL CHECK	2,493.54	
331061	HACH COMPANY	09/05/23	13727795	Lab Supplies	629.40	41-5980.210
331062	HOME DEPOT CREDIT SERVICE	09/05/23	4144546	Trash Cans	49.94	01-7160.220
		09/07/23	2023624	Plumbing Parts	154.77	01-7170.680
		09/07/23	2625494	Sink/Faucet	443.71	01-7170.680
		08/29/23	1022591	Supplies	52.09	41-5940.210
		09/08/23	1014175	Tread Tape	61.91	02-5170.210
		09/12/23	7014639	Supplies	5.98	41-5940.210
		09/13/23	6014721	Padlock	19.68	41-5940.210
		08/30/23	13038-1	Supplies	18.40	41-5940.210
		09/14/23	5014837	Misc. Materials	36.21	01-7160.220
		09/06/23	3093856	Supplies	12.97	42-5480.210
				TOTAL CHECK	855.66	
331063	HP FAIRFIELD, LLC	09/08/23	8690843	Trackless Fan Belt	176.87	02-5330.220

12:16 pm

Check Warrant Report # 9

By Vendor For Check Acct 01 Checks 331003 To 331105

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
331064	KROHNE, INC.	09/08/23	S01/136758	8"FlowMeter-Treated Water	5,398.00	41-5980.680
331065	L & G FABRICATORS, INC.	09/05/23	29396	Sign Frame-Painting Trk	124.76	02-5330.210
331066	LAFASO ELECTRIC, INC.	08/31/23	2642	Light Repairs	1,549.20	02-5130.560
331067	LEONARD NICOLAS CAVE	09/19/23	09/19/23	Supplies-Mount TV Sr Ctr	127.67	01-7900.230
331068	LIVELY, NANCY	09/11/23	09/11/23	SB Minutes	236.25	01-3700.560
331069	M&T BANK	09/10/23	09/10/23-1	Misc. Subscriptions	347.55	01-3650.340
					100.00	01-4100.400
					294.84	01-3300.680
					15.99	01-3650.630
					1,690.43	01-3650.350
					42.39	01-3650.350
		09/10/23	09/10/23-2	Food,Lodging,Gas,Training	598.00	01-4130.410
					185.70	02-5100.742
					-60.00	01-4130.410
					36.01	01-4180.211
					-60.00	01-4100.850
					400.00	01-4130.743
					57.34	01-4130.742
		09/10/23	09/10/23-3	Ship,OfficeSupplies,DMV	39.99	01-3300.200
					18.93	01-3700.200
					47.00	01-7180.830
					2.25	01-4130.741
					47.00	01-3430.200
					44.98	01-4110.212
					30.96	01-3700.200
					36.80	01-4100.360
		09/10/23	09/10/23-4	Flags,Uniforms,Computer	147.95	42-5480.220
					169.49	01-7160.220
					381.41	01-4100.190
		09/10/23	09/10/23	Victims Advocate Grant	164.09	01-4100.850
				TOTAL CHECK	4,779.10	
331070	MITCHELL TEES & SIGNS, IN	08/31/23	84855	R. Morris Clothing	134.50	01-4100.190
331071	MONUMENT ELECTRIC COMPANY	08/31/23	12440	Fire Alarm Inspections	320.00	02-5170.560
					320.00	01-7970.560
					320.00	01-4170.560
					320.00	03-4570.560
					320.00	01-3710.560
				TOTAL CHECK	1,600.00	
331072	MORSE REPAIR INC.	08/30/23	46323	Trk #208 Tire Repair	412.73	02-5330.680
		08/18/23	46288	Tire Swap	35.00	41-5920.680
				TOTAL CHECK	447.73	
331073	MSK ENGINEERING & DESIGN,	09/07/23	16124	Lead Line Replacement	52,732.26	41-5910.890

12:16 pm

Check Warrant Report # 9

By Vendor For Check Acct 01 Checks 331003 To 331105

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
		09/14/23	16187	TOB Stormwater 2023	1,440.00	02-5100.560
		09/14/23	16184	Jefferson-Crescent-S End	900.00	41-0872.000
		09/14/23	16186	Lead Line Replacement	7,627.30	41-5910.890
		09/14/23	16188	Silk Road Roundabout	443.75	41-0870.000
				TOTAL CHECK	63,143.31	
331074	NEW ENGLAND NEWSPAPER	08/31/23	160917	Notice-Senior Ctr	120.00	01-3650.300
331075	NORTHEAST MUNICIPAL LLC	09/06/23	8789	Circular Saw Repair	25.00	02-5330.680
		09/11/23	8820	Fire hose & Nozzles	1,544.00	42-5480.220
		09/13/23	8828	Cut off saw blade	309.75	02-5330.210
		09/12/23	8826	12" Culvert Connectors	180.00	02-5110.220
				TOTAL CHECK	2,058.75	
331076	O'REILLY AUTOMOTIVE, INC.	09/13/23	5684-139978	Mini Bulb	9.21	02-5330.220
331077	OFFTECH NEW ENGLAND	09/10/23	146671	Maintenance Contract	1,063.66	01-3700.680
331078	OLANSKY, JASON	09/12/23	09/12/23	Reimburse 30 yr Dinner	148.55	01-3000.159
331079	OTIS ELEVATOR COMPANY	08/14/23	10000115566	Logistics & Fuel Impact	100.00	03-4570.680
331080	PARSON ENVIRONMENTAL PROD	08/31/23	88565	Inspection Stickers	9.04	02-5330.680
331081	PECKHAM INDUSTRIES, INC.	09/02/23	1055689	Finley Dr. Stone	320.85	02-5110.220
		09/02/23	1055688	Patching Manholes	1,378.44	42-5440.680
		09/02/23	1055688-1	Main St-PRV Patching	2,969.40	41-0870.000
		09/09/23	1058320	Shoulder Stone	308.35	02-5110.220
		09/16/23	1058775	#2 Stone - 2023 Aggs	293.65	02-5110.220
		09/16/23	1058774	Patching	774.48	02-5110.220
				TOTAL CHECK	6,045.17	
331082	PETE'S TIRE BARNS, INC.	08/03/23	62425	Tire Tubes	35.00	02-5330.220
		07/20/23	62171	Truck Tube	49.08	02-5330.220
		09/11/23	63150	Trailer Tire	310.90	02-5330.220
		09/07/23	63087	Truck Tube	70.00	02-5330.210
				TOTAL CHECK	464.98	
331083	PRUE ELECTRIC	09/10/23	1574-1	Riverwalk Lighting Repair	350.00	01-7130.850
		09/10/23	1575	Reconnect MSRP#1	105.00	42-5480.560
		09/17/23	1577	Main St PRV	680.00	41-0870.000
		09/17/23	1576	Flow Meter Work	315.00	41-5980.680
		09/03/23	1573-1	Main St PRV	-3,260.00	41-0870.000
					4,987.00	41-0870.000
				TOTAL CHECK	3,177.00	
331084	RHR SMITH & COMPANY	07/21/23	2023-1816	FY23 Financial Audit	1,600.00	42-5400.610
					3,900.00	41-5900.610
		07/05/23	2023-1634	FY23 Financial Audit	3,000.00	01-3650.610
					600.00	41-5900.610

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Check Warrant Report # 9

By Vendor For Check Acct 01 Checks 331003 To 331105

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
TOTAL CHECK					9,100.00	
331085	RICHCO PRODUCTS, INC.	09/06/23	167457	Hanging Room Deoderizers	119.44	01-7170.210
		09/15/23	167564	Vacbag Super Coach	14.58	01-7170.210
TOTAL CHECK					134.02	
331086	ROSS VALVE MANUFACTURING	07/31/23	IN01055374	PRV Vault for Burgess Rd	120,000.00	41-0870.000
331087	S.B. COLLINS INC.	09/01/23	397160	Fleet Fuel	13,251.20	02-5330.211
					15,288.79	02-5330.211
TOTAL CHECK					28,539.99	
331088	SANITARY EQUIPMENT CO., I	09/07/23	01-87160	Toggle Switch Vac Trk	54.39	42-5420.220
331089	SOURCE ENERGY INFRARED LL	08/21/23	224	Electrical InspectionWWTP	1,370.00	42-5480.560
331090	SOUTHWORTH-MILTON INCORPO	08/29/23	INV3009437	Bucket for Skip-Steer	1,980.00	02-5330.230
		09/07/23	INV3018120	Elbow Orf's & Seals	70.27	02-5330.220
TOTAL CHECK					2,050.27	
331091	STAPLES BUSINESS CREDIT	09/08/23	761472504301	Supplies	57.59	01-3440.200
					13.99	01-3440.200
		08/31/23	790320715701	Ink 4 pk	95.66	01-3710.220
		08/28/23	761402164201	Ink	33.60	01-3710.220
		09/07/23	761464744501	Fan & Adding Mach. Tape	22.39	01-3700.230
					23.58	01-3210.200
		09/13/23	790337071501	Supplies	51.91	01-3700.200
					34.97	01-3620.200
TOTAL CHECK					333.69	
331092	STEPHENSON EQUIPMENT, INC	09/11/23	13016412	Paver Hyd Drive	3,530.86	02-5330.220
331093	SURPASS CHEMICAL COMPANY	09/07/23	380581	Chlorine	4,770.07	42-5480.210
		09/07/23	380582	Chlorine	2,179.37	41-5980.210
		09/07/23	380583	Chlorine	404.74	41-5980.210
		09/05/23	380487	Polymer	5,320.00	42-5480.210
TOTAL CHECK					12,674.18	
331094	SWEET WILLIAM GARDEN DESI	09/13/23	09/13/23	6 Payment	2,851.00	01-8060.440
331095	TRACTOR SUPPLY CREDIT PLA	09/08/23	75951	Chain Oil	41.97	02-5330.210
		09/06/23	741810	Grass Seed - Main St PRV	69.99	41-0870.000
		09/14/23	77606	Causion Tape & Wasp Spray	42.98	02-5110.220
TOTAL CHECK					154.94	
331096	TRI-COUNTY CONTRACTOR'S S	08/24/23	39523	Saw Blade	377.60	02-5330.220
		08/28/23	39534	Service Wacker Loader	739.85	02-5330.680
		08/24/23	39509	Compressor-AirConditioner	982.75	02-5330.220
TOTAL CHECK					2,100.20	
331097	TURCOTTE DESIGN	09/07/23	8088	Graphics #1,#4 Cruisers	1,571.06	01-4180.830

09/20/23

Town of Bennington Accounts Payable

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Check Warrant Report # 9

By Vendor For Check Acct 01 Checks 331003 To 331105

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
331098	U.S. POSTAL SERVICE (CMRS	09/20/23	09/20/23	Postage-CIN# 106000596473	3,000.00	01-3700.360
331099	VERMONT AGENCY OF TRANSP	08/31/23	08/31/23	Rt 9 Bridge-Miller's Toll	52.54	02-9510.850
331100	VERMONT DEPARTMENT OF HEA	09/13/23	1234	Engraved Paper	308.00	01-3500.200
331101	VERMONT VOLTAGE	09/13/23	09/13/23	MOU Rental Space	3,000.00	01-7100.650
331102	WASSICK'S TIRE SERVICE	07/24/23	15419-1	Trk #102 Tire Repair	84.95	02-5330.680
		08/18/23	15537	Mount & Dismount Tires	148.00	01-4180.680
				TOTAL CHECK	232.95	
331103	WELLS FARGO VENDOR FINANC	09/05/23	5026587656	Copier Lease	303.00	01-3700.650
		09/07/23	5026652761	Copier Lease	190.00	01-7900.650
		09/11/23	5026690634	Copier Lease	169.00	02-5100.650
				TOTAL CHECK	662.00	
331104	WOOLMINGTON, CAMPBELL, BE	08/31/23	08/31/23-1	Professional Services	1,782.50	01-3700.600
					175.00	01-3620.600
					1,293.11	01-3620.600
					412.64	01-3620.600
					450.00	01-3700.600
					182.50	01-3620.600
					965.00	01-3700.600
					92.50	01-3620.600
					50.00	01-3620.600
					527.50	01-3650.600
					190.00	01-3620.600
					272.50	01-3440.600
				TOTAL CHECK	6,393.25	
331105	ZOE NIXON	09/13/23	09/13/23	Training - Hotel	450.87	01-4100.850

Report Total

592,875.96

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09/20/23

Town of Bennington Accounts Payable

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12:16 pm

Check Warrant Report # 9

By Vendor For Check Acct 01 Checks 331003 To 331105

Check Number	Vendor Company	Invoice Date	Invoice Number	Invoice Description	Amount Paid	Account Number
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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 \$ ***592,875.96 Let this be your order for the payments of these amounts.

TOWN OF BENNINGTON

2023 LICENSE APPLICATIONS

NEW 2023 Outside Consumption Permit

1. Union South, 107 South Street

The Bennington Select Board hereby approves the above
2023 License Application
Dated: September 25, 2023

Jeannie Jenkins, Chair

cc: Town Clerks Office

MEMORANDUM

To: Select Board

From: Stuart A. Hurd, Town Manager

Re: Brush fees at Transfer station

Date: September 19, 2023

As I indicated in my Manager's Report at the last meeting, the Town is losing money in the management of its brush pile. This means that those who don't use it are subsidizing those who do. Last year, we had 130 commercial haulers bring brush to the pile. At \$120 per ton, this generated \$7,880. or approximately \$60 per load. Our costs to chip and otherwise manage the pile range from \$10,000 to \$15,000 depending on the cost of fuel and other variables. It is estimated that the commercial haulers make up approximately 10% of the users.

In my Report, I recommended a flat commercial fee of \$30 per load and a flat residential fee of \$10 per load. After reviewing the numbers, I am suggesting a commercial flat fee of \$40 per load and a residential flat fee of \$10 per load. If all estimates are accurate, this should generate approximately \$16,000. If we reduce the residential fee to \$5 per load, the income generated drops to \$10,500,

I seek a motion to establish a new flat rate fee schedule for the brush pile.

MANAGER'S REPORT
September 25, 2023

ACTION

Lead Service Line Removal Bond The documents attached fund the continuing lead service lines projects. They require Board signatures on two of the documents and the Board Chair's signature on one. The Treasurer and the Clerk must also sign after the Board takes action.

Action requested Motion to approve the Loan Agreement and authorize the Chair to sign, to approve the Bond that the Board members must sign and to waive the reading of the Resolution that the Board members must sign.

INFORMATIONAL

Benn High Petition Drive There is a petition drive to place the sale of 124 Pleasant Street on the ballot. That is what the law provides. I think it's important to note that whether 124 Pleasant is part of the Benn High project or not does not prevent the move of the Senior Center and the Meals on Wheels Program. The opportunity to expand both programs into new renovated spaces is far too important to abandon. We will endeavor to move forward with the project.

South Stream Road speed issues We have reviewed the issues raised by several property owners along a stretch of the South Stream Road. Our initial response is to establish a 25-mph school zone at the former Beech Street School building which housed the Superintendent's Offices. It is now being used as a school building once again. We will continue to monitor the situation to determine if there are additional avenues we can explore.

River Walk Update Work by municipal staff has begun and is moving forward at a good pace. Once again Town staff from multiple departments are working together to get this project done.

Municipal Banking Change The Town of Bennington, after a competitive process, is changing its banking institution to TD bank effective January 1, 2024. The memorandum by the Finance Director and the Treasurer outlines the process and the thinking.

Benmont Avenue Burned Structure I reached out to DEC Deputy Commissioner John Smeltzer to get an understanding of the State's view of this particular property and how it may assist the Town in addressing the terrible conditions. The flooding has delayed a response.

FOLLOW UP

The Communications Coordinator's Report and the Police Department Report are attached.

LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF3-401-3.1

Loan Amount: \$10,550,000.00

1. Town of Bennington, the Municipality, hereby certifies to the Vermont Municipal Bond Bank ("Bond Bank") that:

(a) It will secure all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the "Project"), if any, as described in Exhibit A;

(b) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:

(i) Principal, administrative fees and interest of the Municipal Bond, as the same becomes due; and

(ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan, if any, and the system of which is a part;

(c) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Bond shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan, if any.

2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C) available to the Bond Bank at least five business days prior to each principal payment date.

3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality's certification, through its authorized representative, that such costs have been paid.

4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Bond payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.

5. Simultaneously with the delivery of the Municipal Bond and Certificate of Registration (Exhibit C) to the Bond Bank, the Municipality shall furnish to the Bond Bank an opinion of bond counsel satisfactory to the Bond Bank which shall set forth among other things the unqualified

approval of said Bond(s) then being delivered to the Bond Bank and that said Bond(s) will constitute valid and binding obligations of the Municipality.

6. The Municipality shall be obligated to inform in writing to the Bond Bank, or such agent designated by the Bond Bank, at least thirty days prior to each principal payment date of any changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

7. The period of performance for this agreement begins upon execution and ends five years after execution.

8. Notwithstanding paragraph 15 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

(a) Any representation made by the Municipality to the Bond Bank in connection with its application for a loan or additional loans shall be incorrect or incomplete in any material respect; or

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

9. The Municipality shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Safe Drinking Water Act, Title 24 of the Vermont Statutes Annotated, and the list of Federal Laws and Authorities included as Exhibit B. The enumeration of the Federal Laws and Authorities in Exhibit B shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

10. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

11. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

12. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement. Any delay in exercising rights or requirements of the Loan Agreement does not constitute a waiver of such rights or requirements.

13. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

14. The Municipality agrees that the Loan will be adjusted upon final audit to an amount equal to or less than the project costs determined eligible by the Department of Environmental Conservation and recommended to the Bond Bank for loan participation.

15. The Municipality agrees that if actual final eligible costs are less than the amount paid under the Loan Agreement, repayment of the excess funds will be made within sixty days of the request made by the Department of Environmental Conservation.

16. Increases, amendments, or modifications to the project during construction will be processed for record keeping purposes only, except for the addition of major approved Project Elements, Exhibit A. The Loan Agreement will also be amended upon completion of the project based upon final audited eligible costs, and any increases in the Loan will be made contingent upon availability of funds. All Project records will be retained by the Municipality and made available for state inspection upon request for three years after Project completion or until any audit questions have been resolved, whichever is later.

17. The Municipality will obtain flood insurance for any insurable portion of the Project.

18. The Municipality agrees to use the Loan proceeds solely for the Project for which the Loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Disbursements from DEC are made on a reimbursement basis. Funds will be disbursed from Federal Award ID Number FS991218## (## equals last two digits of award year). Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <https://dec.vermont.gov/water-investment/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

19. The terms of this Loan Agreement shall be controlling over those of any prior Agreement with respect to this Loan Agreement. However, this Loan Agreement shall not otherwise supersede the terms of any other agreements between the Municipality and the State.

20. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with Generally Accepted Accounting Principles (GAAP).

21. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Drinking Water State Revolving Fund, CFDA number 66.468, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.

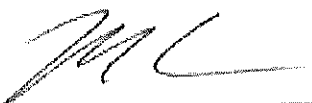
22. By acceptance of this Agreement, the Municipality agrees to complete a Subrecipient Annual Report as provided by the Department of Finance. Prior to submitting the Subrecipient Annual Report, the Municipality must review previous fiscal year disbursements from the Facilities Engineering Division to determine the actual amount of federal funds disbursed from the loan proceeds. The Subrecipient Annual Report must then be submitted to the State of Vermont Department of Finance within 45 days after its fiscal year end, informing the State whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Municipality will submit a copy of the audit report to the Vermont Department of Environmental Conservation within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the State Department of Finance is required.

23. The Municipality understands that the provisions of the Davis-Bacon Act, which is codified at Subchapter IV of Chapter 31 of Title 40 of the United States Code and U.S. Department of Labor Memorandum No. 208 ("Memorandum 208"), apply to the Project, and the Municipality certifies and agrees that with respect to the Project, it has complied and will continue to comply with the requirements of the Davis-Bacon Act and Memorandum 208.

24. The effective date of the Loan Agreement is the execution date of the General Obligation Bond.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest:



Secretary

VERMONT MUNICIPAL BOND BANK

By: 

Executive Director

Attest:

Clerk

Town of Bennington

By: _____
Chair of the Governing Body

And by:

Treasurer

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Bond

EXHIBIT D: Resolution and Certificate

EXHIBIT A

PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

Description:

Identification and replacement of lead-containing service lines throughout the town.

Conditions:

- 1) Repayment of this loan shall commence one (1) year after completion of the project, unless the terms of the loan indicate the loan principal will be completely forgiven.
- 2) The DWSRF program has determined that the expected weighted average useful life of the funded assets equals or exceeds the loan term.
- 3) The Applicant shall, as a condition of the loan, provide the Department with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Applicant or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Applicant agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Applicant, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

EXHIBIT B

LIST OF FEDERAL LAWS AND AUTHORITIES WHERE APPLICABLE

ENVIRONMENTAL:

- “American Iron and Steel” requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Archeological and Historic Preservation 16 USC §469a-1
- Bald and Golden Eagle Protection Act, 16 USC §668-668c
- Clean Air Act, 42 USC §7401
- Coastal Barrier Resources Act, 16 USC §3501
- Coastal Zone Management 16 USC §1451
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Endangered Species Act, 16 USC §1531
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990 (1977) as amended by Executive Order 12608 (1997)
- Environmental Justice, Executive Order 12898
- Protection and Enhancement of the Cultural Environment, Executive Order 11990 (1977), as amended by Executive Order
- Farmland Protection Policy Act, 7 USC §4201
- Fish and Wildlife Coordination Act, 16 USC §661
- Magnuson-Stevens Fishery Conservation and Management Act, 16 USC §1801 *et seq.*
- Marine Mammal Protection Act, 16 USC §7703 *et seq.*
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act 54 USC § 300101 *et seq.*
- Rivers and Harbors Act, 33 USC §403
- Safe Drinking Water Act, 42 USC §300f
- Wild and Scenic Rivers Act 16 USC §1271

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754 as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352

- Disadvantaged Business Enterprise, 49 USC § 47113 - Minority and disadvantaged business participation
- Equal Employment Opportunity, Executive Order 11264
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Signage requirements per 2015 EPA guidance
- 2 CFR 200.216 and section 889 of Public Law 115-232, Prohibition of certain telecommunication and video surveillance services or equipment
- Build America, Buy America (BABA) provisions of the Federal Infrastructure Investment and Jobs Act (IIJA)

EXHIBIT C

\$10,550,000.00

UNITED STATES OF AMERICA
STATE OF VERMONT
Town of Bennington
GENERAL OBLIGATION BOND

The Town of Bennington (hereinafter called the "Municipality"), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Municipal Bond Bank, or registered assigns, the not-to-exceed sum of \$10,550,000.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 0.00%, subject to change based on final disbursed value, beginning on 6/1/2025 as follows:

There is no repayment schedule for this loan.

Loan principal and loan principal forgiveness are equal.

EXHIBIT C

This Bond is payable in lawful money of the United States at M&T Bank in the City of Burlington, State of Vermont. Repayment terms shall comply with 24 V.S.A. Chapter 120, §4755 which prohibits deferral of payment. Final payment of this Bond shall be made upon surrender of this Bond for cancellation.

This Bond is issued by the Municipality for the purpose of financing infrastructure improvements under and by virtue of Title 24 of the Vermont Statutes Annotated, and a vote of the legal voters of the Municipality duly passed on 3/3/2020.

This Bond is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Bond have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Bond to be signed by its Treasurer, and a majority of its Selectboard and its seal to be affixed hereto.

Town of Bennington

By: _____

Majority of its Governing Body

Treasurer

EXHIBIT D

RESOLUTION AND CERTIFICATE

(General Obligation)

(Vermont Drinking Water State Revolving Fund)

WHEREAS, at meetings of the municipal legislative body of the Town of Bennington (herein called the "Municipality") at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held as appears of record, it was found and determined that the public interest and necessity required certain public water system improvements described in Exhibit A, and it was further found and determined that the cost of making such public improvements would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same was submitted to the legal voters at meetings thereof, and it was ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, pursuant to the foregoing action, at a meeting of the Municipality which was warned and held at the place and time appointed therefor, there was submitted a proposition to be voted upon by ballot between the hours stated in the Warning, all as appears by reference; and

WHEREAS, the said Warning was duly recorded, published and posted, and said meeting was duly convened and conducted, all as appears of record, and which proceedings are hereby ratified and confirmed in all respects; and

WHEREAS, immediately upon closing of the polls and after counting of the ballots cast, the results as set forth were declared by the moderator, all as appears of record, and pursuant to which the Municipality is carrying forward the authorized improvements and pursuing the same diligently to completion; and

WHEREAS, the Municipality has applied for financial assistance in making the authorized improvements which application has been approved by the Department of Environmental Conservation and the Vermont Municipal Bond Bank, as evidenced by the Funding Application Approval, the terms and conditions of which are found in Exhibit A; and

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Municipal Bond Bank respecting a Loan from said Bank in the amount of \$10,550,000.00, to be discounted by the amount of up to \$10,550,000.00, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

AND WHEREAS, the Bond to be given by the Municipality to the Vermont Municipal Bond Bank at the time of receiving the proceeds of said Loan shall be substantially in the form found in Exhibit C;

EXHIBIT D

THEREFORE, be it resolved that the Governing Body proceed forthwith to cause said Bond to be executed and delivered to the Vermont Municipal Bond Bank upon the price and terms stated, and be registered as the law provides; and

BE IT FURTHER RESOLVED, that the Bond when issued and delivered pursuant to law and this Resolution shall be the valid and binding obligation of the said Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, there shall annually be assessed and collected in the manner provided by law each year until the Bond, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the note and bond or bonds as the same shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Municipal Bond Bank is hereby authorized, the presiding officer of the legislative body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in Exhibit A to be delivered in connection with the issuance and sale of the Bond, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in said Loan Agreement are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Governing Body, in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Bond in the face amount of \$10,550,000.00 to the Vermont Municipal Bond Bank, execution and delivery of the Bond, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that M&T Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Bond and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Bond payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Bond is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

EXHIBIT D

And we, the said officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Bond is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We further certify that no litigation is pending or threatened affecting the validity of the Bond nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Bond, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

ATTEST:

Town of Bennington

Clerk

By: _____

Majority of its Governing Body

And By:

Its Treasurer



TOWN OF BENNINGTON

DATE: September 19, 2023

TO: Stuart Hurd, Town Manager

FROM: Melissa Currier, Finance Director

SUBJECT: Bank Proposal Recap

Since the buyout of People's United Bank by M&T Bank in September 2022, the Town has experienced a difficult transition with a decrease in quality government banking customer service and an eTreasury system that is difficult to navigate. The recent closure of the downtown M&T branch will leave a large hole in our downtown and has added to the disappointment from a Community Development perspective as well as logistics of making our daily deposits.

In August 2023, Joan and I requested a proposal from two local banks who have a formal government banking department. Upon meeting with them, it was immediately clear that TD Bank stood out as having a much more robust suite of services, the means to build a strong government banking relationship and a downtown location. After reviewing their detailed proposal, TD Bank continued to meet or exceed all of our expectations. We anticipate an increase in our interest earning potential based on TD's proposed rate and improved structure of our accounts. TD also promotes a regular annual evaluation of accounts to ensure that the products we are using are fiscally beneficial to both TD and the Town and to also offer additional services that could possibly provide a cost savings to the Town.

We are planning a January 2024 transition and will be pulling the majority of our accounts from M&T Bank. Existing debt accounts and escrow accounts may remain at M&T until they close out naturally.

Respectfully,

Melissa Currier
Finance Director

Joan Pinsonneault
Treasurer



Town of Bennington

Communications Coordinator Report – Sept. 28, 2023

A Second Year

Today as I write this marks my official two year anniversary working for the Town of Bennington. Coming from a thirty-plus year background as a small business owner in town, I had many opportunities to interact with the town, and through my volunteer work with various organizations such as the Chamber of Commerce and BBC, I came to appreciate how important participation in Town government is for everyone in the community. Working for the Town felt like a perfect fit: to bring my practical career experience together with my desire to serve the public. I am grateful to the Town and the community for this opportunity and doing this work has been the most satisfying and rewarding work of my career. I love this work and I am always interested in learning how I can do this job better for the Town. I welcome your comments and suggestions!

Public Outreach

How important is a website? A presence on social media? These days, it's vital. I spent hours every week writing posts, press releases, and doing updates on the website. Currently we have 5,500 followers but our reach is much greater. Over the last two years, the reach of our Facebook platform was over 196,000... that is a 756% increase over the two years prior to my coming on board. We launched a new unified town website with extensive content, expanded accessibility features, and an "e-notify" feature that allows you to subscribe to pages to be informed when there is new content or information. A powerful search feature and an intuitive navigational system helps users find the information they need quickly. Our news section includes all unique content that is shared on social media so you don't have to be on Facebook to be informed.

250th Anniversary Planning

September is a reboot of activity on 250th planning. In addition to my work as a VT250 Commissioner, and chair of the VT250 Education and Teacher Outreach committee, I have been working with our local historical societies helping with planning for the 250th anniversary of the Capture of Fort Ticonderoga by Bennington's Ethan Allen and the Green Mountain Boys. This effort also has a regional component and we are collaborating with New York, Massachusetts, and Connecticut in developing programs and events around this shared history.... in which Bennington has very much a starring role! As part of the effort to build awareness, we have been organizing 250th events since 2021. This year is the anniversary of the land wars between New York and the Hampshire Grants. An 18th century "flash mob" event was held this past Friday re-enacting those political times, and included the "arrest" of Ethan Allen by our own Chief of Police Paul Doucette to educate about our history and promote the 250th anniversaries.

Current Projects

It's time again to do our bi-annual citizen survey and I've begun work on that effort. This was one of the first projects I tackled as a new hire, and coming back to this again is both a pleasure and a useful exercise in learning about the needs and desires of our community. We ask tough questions and we expect tough answers. The views expressed in the survey influence and inform the policies and work of the Town. I encourage everyone to do the survey when it comes out in October.

I also assist Shannon Barsotti with her work marketing the town and we are exploring some new ideas and approaches on how to do so. In

addition, I'm helping on the Shared Use Path System Naming Committee, developing a formal communications policy, and helping with signage.

IACP Report Followup

In an effort to chart how we are doing in terms of the 33 recommendations that came out of the 2019 International Association of Chiefs of Police (IACP) report, I worked with town staff and the Bennington Police Department to review each of the task and report where we stand. Currently, we have implemented 30 tasks, partially implemented two, and one is still in progress.

We continue to welcome input on actions we have taken to get to this point. If there are additional things we can do to address any recommendation beyond what we have done so far, we would like your feedback. Our goal is to continue working on all of these tasks as we move forward.

While implementing these IACP recommendations is a milestone in our work towards building trust between the Bennington community and the Bennington Police Department, we

understand that this is only one part of our journey towards implementing the kind of community policing that we want. Our work continues and we welcome the ongoing conversation with all members of the community. For the full details, visit the Town website and search for IACP.

Organizational Outreach

This past month I have worked with the Turning Point and the local historical societies as already mentioned. I'm also pursuing the idea of a new pathway on the old North Road right of way from the Battle Monument to the Corkscrew Railway overpass and I've had a number of meetings with the Village of Old Bennington Trustees to discuss that idea.

By The Numbers

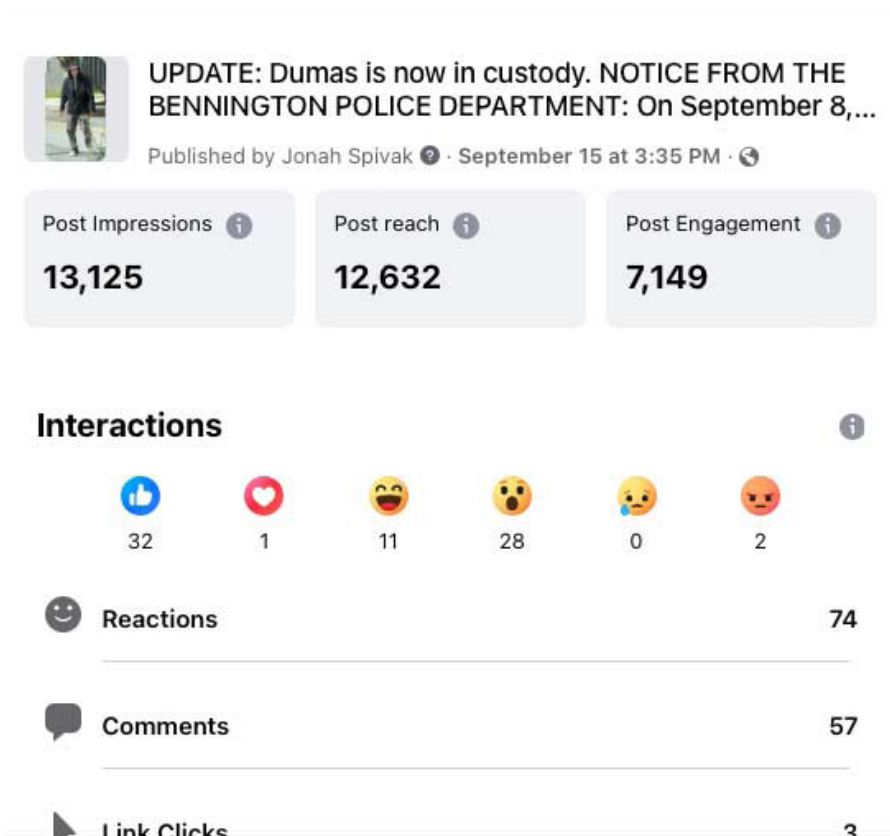
This past month I interacted with four citizens and I had twelve public records requests, mostly from the same three individuals. I also continue to meet with local business people and met with two this month.

FACEBOOK POST OF THE MONTH: Fugitive Arrest

Our biggest post last month was about the search and capture of Zachary Dumas. The extensive search effort which included the use of drones, a helicopter, and road closures was very much a concern to the public.

Providing timely information and updates on our social media platforms helped alleviate that concern in the community and is an example of the Police Department implementing one of the IACP report recommendations.

Many thanks to our police officers who worked tirelessly to capture Dumas as quickly as possible!



September 2023 - Select Board Report

The Bennington Police Department 2022 Traffic Stop Race Data is complete and was submitted to the State of Vermont at the end of August. The data will be available on our website soon for review.

Three new members have been appointed to the Community Policing Advisory Review Board. We are in the process of reviewing our training materials and planning trainings for the three new members.

The Bennington Police Department was successful in receiving three grant awards from the State of Vermont totaling \$103,855.00 for traffic safety and enforcement. The Department received awards for Distracted Driving, Occupant Protection and Operating Under the Influence. The grant period begins October 1, 2023, and runs through September 30, 2024. We know many members in the community would like to see additional traffic enforcement in Bennington, Old Bennington and North Bennington. These grant funds will assist us with allowing Officers opportunities to concentrate in areas where we experience high crash volume.

The latest storm caused significant damage in Bennington. During the storm we lost radio communications for the police department staff requiring temporary equipment to be installed on Mount Anthony. We are working with our radio service to determine the extent of the damage and costs associated with replacing equipment. The patrol vehicle assigned to the supervisors also received significant damage when a tree fell on top of the car while it was being operated. We are fortunate the Officer operating the car was not injured, but the vehicle sustained more than \$15,000.00 in damage. We are working with the Vermont League of Cities and Towns to obtain approval to begin the repairs.

During the storm we worked closely with all local fire departments, Department of Public Works, Agency of Transportation, Bennington Rescue Squad and Green Mountain Power to maintain a high level of safety in the community. It took several days to get everything cleaned up. We are fortunate to have such a great team of first responders in our area.

All four candidates continue with their training at the Vermont Police Academy, seeking Level III certification. They completed 7 of the 19 weeks and continue to look forward to additional training. They endured some struggles at the beginning with a COVID outbreak at the academy and remain strong.

We have identified 3 candidates for the February 2024 Level III training at the Vermont Police Academy. Two of the candidates are currently navigating through Level II training in preparation for working with Bennington Police Department training officers.