

1 BENNINGTON SELECT BOARD
2 MEETING HELD REMOTELY VIA ZOOM
3 BENNINGTON, VERMONT 05201

4 APRIL 26, 2021

5 MINUTES

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

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

9 **ALSO PRESENT BY VIDEOCONFERENCE:** Stuart Hurd-Town Manager; Dan Monks-Assistant Town
10 Manager; Shannon Barsotti-Community Development Director; Catherine Bryars-BCRC Senior
11 Planner; Michael McDonough-Planning Commission Chair; Robert Ebert and Nicholas Lasoff-
12 Planning Commission Members; Kayla Becker-YMCA Bennington Branch Manager; Jess Rumlow-
13 YMCA Executive Director; Josh Boucher-CAT-TV; and Nancy H. Lively-Secretary.

14 **PUBLIC CALL INS:** Representative Mary Morrissey; Daniel Strohl; Mike Bethel; Mike Leake; Tina
15 Cook; and Nancy White.

16 At 6:00pm, Chair Jeannie Jenkins called the meeting to order and explained that, due to the
17 COVID-19 Pandemic State of Emergency declared by Governor Scott, and pursuant to Addendum 6
18 to Executive Order 01-20, Act 92, this public body is authorized to meet electronically. There is no
19 physical location to attend this meeting. Members of the public are encouraged to watch the
20 meeting on CAT-TV Channel 1085 or on CAT-TV Facebook Live. If one wishes to participate you
21 can also join the meeting as by clicking on the Zoom link on the Town's website
22 <https://us02web.zoom.us/j/89448782346> or dial In at 646-558-8656 and enter the meeting ID
23 89448782346. Zoom attendees can attend but to speak you must use the raised hand function,
24 and if you're on the telephone, the raise hand function is by pressing *9. When prompted to
25 unmute yourself hit *6. When you speak, please state your name and town of residence. The call
26 in information will be periodically posted on the screen and the process for calling in explained. If
27 technology fails us, the meeting will be continued at a time and place to be determined and all
28 votes that are not unanimous will be done with a roll call vote in accordance with the law.

29 **1. VISION STATEMENT**

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

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

34 **2. CONSENT AGENDA**

35 **A. MINUTES OF APRIL 12, 2021**

36 **B. WARRANTS**

37 **C. LIQUOR LICENSES**

38 *Jeanne Conner moved and Bruce Lee-Clark seconded to adopt the Consent Agenda with*
39 *the Minutes of April 12, 2021 amended as follows:*

40 *Lines 11 and 12 , Change "Commissioner Peter Walke, John Schmeltzer, Chuck Schwer,*
41 *Richard Speese-Ground Water Reclassification" to "Peter Walke-DEC Commissioner; Chuck*
42 *Schwer-DEC Wast Management and Prevention Division Director; John Beling-DEC General*
43 *Counsel; John Schmeltzer-DEC Bennington PFAS Response Co-Project Manager; and Elle O'Casey-*
44 *ANR Director of Communications"*

45 *Line 54, Change "however, vaccinated" to "however, in the future, vaccinated"*

46 *Line 79, Change "that won't get the" to "that are hesitant to receive the"*

47 *Line 209, Change "world to" to "world where money is not an object to"*

48 Ms. Jenkins was glad to see the fireworks were on the warrants for the Fourth of July.

49 *The motion carried unanimously.*

50 **3. PUBLIC COMMENT**

51 Representative Mary Morrissey: Stated that there will be 40 men and women from the National
52 Guard deployed for a year in early May and encouraged everyone in the region to honor them and
53 their families by giving them the military sendoff that we have given troops in the past on May 10,
54 2021 at 6:00pm. They will be leaving by bus from the Armory to Washington Avenue past the Elks
55 Club to Elm Street past the Post Office to the Four Corners to the Veteran's Home and continuing
56 north. Please gather anywhere along the route except at the Armory. Contact Rep. Morrissey at
57 802-379-5439 if you have any questions.

58 Daniel Strohl-Farmer's Market Manager: Announced that the Farmer's Market is relocating to the
59 Deer Park on May 1, 2021 from 10:00am-1:00pm. Online and curbside deliveries are still available.
60 Any questions, contact their website, www.BenningtonFarmersMarket.org , or e-mail Mr. Strohl at
61 benningtonfarmersmarket@gmail.com .

62 **4. PUBLIC HEARING - LUDR AMENDMENT FORM-BASED DESIGN**

63 Michael McDonough, Planning Commission Chair, Catherine Bryars, BCRC Senior Planner,
64 and Dan Monks, Assistant Town Manager, did the following presentation:

- 65 • The revisions to the Land Use and Development Regulations (LUDR) that incorporate Form-
66 Based Design Standards for the areas in and around Downtown Bennington began in 2019
67 in an informational session at Bennington College sponsored by the Bennington Planning
68 Commission and BCRC for regional planning commission members.
- 69 • Bennington had received a Planning Grant in September 2018 to fund the update.
- 70 • The scope of the form-based design does not extend to the industrial, commercial, rural
71 residential, or residential conservation districts.
- 72 • In particular, consideration was given to the closure of the Energizer Facility.

- 73 • A kickoff presentation was given to the Select Board in May 2019, in August/September
74 2020 we held downtown and community stakeholders meetings, and in February 2021 we
75 held a Planning Commission Public Hearing on the draft revisions.
- 76 • The process for the reformation was to begin with the existing land uses and with the 7
77 districts.
- 78 • Form-based design is the regulation of form over land uses. Some improvements are:
79 ➤ Lower barriers - place more emphasis on administrative reviews instead of higher level
80 reviews such as the DRB.
81 ➤ Lower barriers - by relaxing restrictions in some areas for specific uses that also comply
82 with the Town Plan.
83 ➤ More opportunity for economic development and housing types.
84 ➤ Simplify the regulations and consolidate from 47 to 14 regulated uses and from 7
85 zoning districts to 5.
86 ➤ More user friendly with graphics and illustrations.
87 ➤ Friendlier walking corridors, glazed windows, and mixed use of residential floors on top
88 of commercial floors.
- 89 • Form-based designs take many things into consideration, such as, Building and Parking
90 Placement, Building Form, and Area Principles and Characteristics.

91 *Board comments/questions answered by Ms. Bryars, Mr. Monks, and Mr. McDonough:*

92 Ms. Conner: Explain relaxes restrictions. It is a consolidation of what may be separated now, such
93 as allowing a bank but not allowing a pharmacy, to allowing both because they have similar
94 impacts on the area rather than what the specific business is. A specific example would be
95 Energizer where the current use would be "relaxed" because the use going forward will not fit.
96 We looked hard at the downtown and mixed use districts but there were no changes to the
97 residential or village residential districts.

98 Mr. Carroll: Did Act 250 have any role in the development of this plan? Once this plan is adopted
99 the Town will be applying for a Neighborhood Development Area Designation which is an add-on
100 to the current Downtown Designation and will include looking into where Act 250 waivers or
101 exemptions could apply. However, because of our size, we currently aren't subject to Act 250
102 restrictions in the Downtown.

103 Robert Ebert: Should we replace "relaxed" with another word? Actually, to say "relaxed" has a
104 positive connotation to the interested developers.

105 ***Tom Haley moved and Bruce Lee-Clark seconded to adopt the Proposed Amendment to***
106 ***the Land Use and Development Regulations (LUDR)-Form-Based Design Standards as presented.***
107 ***The motion carried unanimously.***

108 **5. YMCA RATES**

109 Kayla Becker, YMCA Bennington Branch Manager, and Jess Rumlow, YMCA Executive
110 Director, did the following presentation:

- 111 ❖ Spring programing has just begun with 97 youth taking part in various programs, as well
- 112 as, 60 that are in other programs.
- 113 ❖ Residents would continue to get a reduced rate and non-residents would become full
- 114 YMCA members and pay the full YMCA membership rate.
- 115 ❖ Household Base = family.

116 Things to note:

- 117 ✓ Senior age 62+ -11% which is in line with what it is now.
- 118 ✓ Pay-In-Full -10%
- 119 ✓ Corporate -10%/month (or other, based on individual MOUs)
- 120 ✓ Current Rec Youth memberships are ages 0-18
- 121 ✓ No young adult option currently at Rec
- 122 ✓ Current Senior starts at age 55 at Rec
- 123 ✓ Currently Rec has no limit to # of people per family/household
- 124 ✓ One discount per membership
- 125 ✓ Financial Aid available - method is being reviewed and modified

127 THE RATE CHART AS PRESENTED PER YEAR:

128 <u>Membership Type</u>	<u>Current Res.</u>	<u>Prop. Non-Res.</u>	<u>Prop. Res.</u>
129 Youth 6 mth.-12 yrs.	\$26	\$60	\$12
130 Teen 13-19 yrs.	\$26	\$120	\$24
131 Y. Adult 20-24 yrs.	\$67	\$252	\$50.40
132 Adult 25+ yrs.	\$67	\$444	\$88.80
133 Hshl. Base (Family)	\$108	\$588	\$117.60
134 Add'l. Adult to Family (each)		\$180	\$36

135 *Board comments/questions answered by Ms. Becker and Ms. Rumlow:*

136 Mr. Lee-Clark: When are these rates effective? July 1, 2021 and upon renewals.

137 Mr. Lee-Clark: What is the anticipated income from the rate increase? At the high end of ~\$75,000.
 138 We operate on a breakeven budget so if there is any excess this is passed onto the Town in the
 139 next year.

140 Ms. Conner: Explain the Paid-in-Full discount, and since most insurances pay for memberships, do
 141 you need to offer the corporate discount? A member gets a 10% discount if they prepay their
 142 membership for a year. We do a 10% discount to our large businesses and a barter of services
 143 with others. Our main objective is to establish and maintain good partnerships with the
 144 businesses within our communities and more work needs to be done on this in Bennington.

145 Ms. Conner: Wasn't there discussion in the past to approach the towns of non-residents to
 146 support their citizens' memberships? Ms. Jenkins stated that it did not get pursued at that time

147 because there were so few non-residents that were not supported through corporate
148 membership. Perhaps we should consider this again at this time.

149 *Public comments/questions answered by Ms. Becker and Ms. Rumlow:*

150 Mike Bethel: Why did we pay the YMCA \$63,000 above their contract? Mr. Hurd answered that
151 the original contract with the YMCA was based on inaccurate anticipated revenue that created a
152 \$40,000 shortfall in revenue plus \$23,000 for additional personnel to ramp up programs at the old
153 Benn High. Mr. Bethel requested seeing the YMCA's financial records, and they are sent to Mr.
154 Hurd annually.

155 Mike Leake: Uses the rec several times a week and swims with many non-residents. With the non-
156 resident fee increasing 6X, he is concerned that many of these non-residents will not be able to
157 afford this. And, he added that his insurance does not reimburse him for his gym memberships.

158 Nancy White: Who approved the YMCA's contract amount? Mr. Hurd answered that the Select
159 Board did at budget time after the YMCA did their presentation for the upcoming year. There was
160 money in the recreation budget to cover it one year and we budgeted for it the following year.
161 Ms. White is concerned that we are overpaying the YMCA for services that they're not providing
162 and has been referred to Mr. Hurd for further discussion. Also, Mr. Monks noted the inaccuracies
163 of Ms. White's accusations and Ms. Barsotti, Ms. Conner, and Ms. Jenkins recognized the YMCA for
164 what they've brought to the Town.

165 Nancy White: Said the Governor said public meetings could open up in May so the Select Board
166 doesn't need to wait until July to go to the Fire House for in person meetings.

167 Tina Cook: Noted that the expansion of recreational services is going to be very positive to our
168 marginalized community and urges the YMCA to reach out to the homeless with their services.

169 *Jeanne Conner moved and Bruce Lee-Clark seconded to accept the Berkshire YMCA's*
170 *proposed Bennington Recreation Center rate increases effective July 1, 2021. The motion carried*
171 *with Sarah Perrin opposed.*

172 **6. GROUNDWATER RECLASSIFICATION (CONTINUED)**

173 Ms. Jenkins stated the following suggestions that have been received:

- 174 ○ Ask the Town Manager to write a letter asking the Legislature to help with State funding,
175 perhaps infrastructure money coming from the federal government, to extend the water
176 lines to all impacted homes as is practical.
- 177 ○ The Town and the Department of Environmental Conservation (DEC) explore whether we
178 can use a town ordinance instead of a State reclassification as a way to restrict the kinds of
179 drillings that can be done within the reclassification area with no impact on the settlement
180 agreement.

181 *Board comments/suggestions:*

182 Ms. Conner: Ensure the DEC provides all the necessary documentation to those that cannot
183 connect to Town water should they decide to sell their property. And, it's unfortunate that the
184 homeowner doesn't get to choose the type of fix that will get them clean water.

185 Mr. Lee-Clark: Strongly supports seeking funds from the State, urges that we try to find ways to
186 expand our current water system with the understanding that some will continue to use their
187 wells because they can, and reiterated the importance of preemptively sending out the "hold
188 harmless letters" from the DEC to the homeowners in the area. St. Gobain is at fault, not the
189 residents.

190 Mr. Corey: Be sure that we are aware of the new standards for drilling a new well with the cost of
191 doing so as close as possible for all that is involved.

192 Ms. Perrin: Would like to see a letter of support that the affected homeowners be hooked up to
193 Town water and to use the available funds from the State.

194 *Public comments/suggestions:*

195 Rep. Morrissey: The PFOA Public Hearing for the homeowners in the area will be May 11, 2021 at
196 6:00pm and the deadline for written comments to the State is May 28, 2021.

197 Ms. Cook: Verified that the coverage of costs is in perpetuity, and they are.

198 ***Sarah Perrin moved and Bruce Lee-Clark seconded to:***

199 ***1. Send a letter that the affected individuals be hooked up to Town water and that the funds***
200 ***that are becoming available be used to do that;***

201 ***2. Information on, and identify the new Standards on, what would be required to drill the deep***
202 ***wells;***

203 ***3. Send hold harmless letters to the residents;***

204 ***The motion carried unanimously.***

205 **7. COMMUNITY POLICING POLICY REVIEW**

206 **A. SOCIAL MEDIA POLICY - 1ST READING (OFFICER AND EMPLOYEE INTERNET** 207 **POSTINGS/SOCIAL NETWORKING)**

208 Mr. Lee-Clark reviewed the following:

- 209 ■ This policy is to note that the police and employees are limited to their comments on social
210 media so as not to jeopardize anything that is job related.
- 211 ■ II. Policy, B: 1) Line 21, Change "their participation" to "their active participation"
- 212 ■ II. Policy, B: 3) "Social networking sites shall not be used by any BPD employee/officer in a
213 manner that is detrimental or contrary to the Vision, Mission Statement, and Guiding
214 Principles of the BPD, or that negatively impacts the efficiency and/or effectiveness of the
215 BPD." Probably not enforceable but states what we expect from our police officers.
- 216 ■ We are working on the Code of Conduct policy and it is mentioned as a Related Policies.

217 *Board comments/suggestions:*

- 218 ▪ II. Policy, B:, Line 18, Change “account” to “accounts”
- 219 ▪ I. Purpose, Line 8, Change “Such speech” to “Misuse of this speech”
- 220 ▪ II. Policy, B: 2), Line 4, Change “Speech that” to “Speech on any social networking site”

221 *Public comments/questions:*

222 Ms. Cook: Is this policy cover using social media on duty? Mr. Lee-Clark responded that this policy
223 covers anytime, however, social media is not supposed to be used on duty anyway.

224 **B. SPECIAL EVENTS POLICY - 1ST READING**

225 Mr. Lee-Clark reviewed the following:

- 226 ▪ This policy regularizes what happens periodically for public events on public property.
- 227 ▪ II. Policy, A), Line 14, “where more than fifty (50) persons are expected to attend” - number
228 up for discussion.

229 *Board comments/suggestions:*

- 230 ▪ The purpose of the event is in the application to the police for the event and part of the
231 Procedures.
- 232 ▪ It has happened before, but it seems counterintuitive to have the police monitoring an
233 event that is protesting the police.
- 234 ▪ This policy does not prevent a spur of the moment gathering.
- 235 ▪ Title “Special Events”, Change to “Special Events and Demonstrations”
- 236 ▪ II. Policy, A), Line 14, Change “where more than fifty (50) persons are expected to attend”
237 to “where more than thirty (30) persons are expected to attend”
- 238 ▪ III. DEFINITIONS: A., Line 4, Change “to address civil” to “to ensure the safety of those at
239 an event by addressing civil”
- 240 ▪ III. DEFINITIONS: B., Line 9, Change “be scheduled” to “be, but not limited to, scheduled”
- 241 ▪ III, DEFINITIONS: C., Line 16, Change “liason” to “liaison”

242 Mr. Lee-Clark shared the Traffic Stop Data that is on the Bennington Police Department’s
243 website on the Data Tab with the Board/public. There may be more Civil Complaints and
244 Warnings that Stops because there can be multiple tickets on one stop. The public is urged to
245 access this information if they wish to do so.

246 Ms. Conner reported:

- 247 ▪ We have received 15 comments on the police procedures that have been posted on the
248 website.
- 249 ▪ The comment period will be open until April 28, 2021 at 5:00pm.

250 **8. LOAN APPLICATION - THREE PRESSURE REDUCING VALVED**

251 Mr. Hurd explained that this loan application provides the Town with funds for the first
252 phase to study three pressure reducing valves in our water system - \$27,906. They are at Burgess

253 Road, Willow Park, and Filmore Street and will open the door to funding for the \$427,000 amounts
254 below.

255 1. Relocating the valve at Burgess Road to Main Street and include an electricity generating
256 turbine - estimated cost \$295,000;

257 2. Include a turbine at Willow Park - estimated cost \$142,000;

258 3. Maintenance at Filmore Street - valve in good condition and too small to accommodate a
259 turbine - no estimated cost at this time.

260 ***Bruce Lee-Clark moved and Tom Haley seconded to approve the Pressure Reducing Valves***
261 ***Loan Application as presented and authorize the Chair to sign on behalf of the Board, authorize***
262 ***the Town Manager to sign, and authorize the Town Clerk to sign. The motion carried***
263 ***unanimously.***

264 9. BOARDS AND COMMISSIONS ANNOUNCEMENT

265 ***Jeanne Conner moved and Bruce Lee-Clark seconded to establish the Energy Committee***
266 ***as a recurring committee with 7 members and develop text for the Committee with the following***
267 ***staggering terms:***

268 ***3 members - 4 year terms***

269 ***3 members - 3 year terms***

270 ***1 Select Board member - 1 year term***

271 ***The motion carried unanimously.***

272 The Board will not interview incumbent members and applications must be in no later than
273 May 20, 2021. Interviews will be scheduled at a later time.

274 10. MANAGER'S REPORT

275 Mr. Hurd reported as follows:

276 *Water/Sewer Interest Waiver* - It has cost us \$5,000-\$6,000 to waive the interest on
277 delinquent water/sewer bills this past year and we did not see a lot of delinquencies. As always,
278 we will work with anyone having financial difficulty by establishing payment plans, delayed
279 payments, etc.

280 ***Sarah Perrin moved and Bruce Lee-Clark seconded to extend the waiving of interest on***
281 ***delinquent water/sewer payments until the conclusion of the State of Emergency. The motion***
282 ***carried unanimously.***

283 *Sidewalk Construction - Paving Cost Comparison* - To use asphalt for the surface on
284 sidewalks is cost-effective, easier and faster to replace, provides a better walking surface, and may
285 be more suitable for ADA access and use. Our initial thought is to maintain concrete sidewalks
286 within the downtown district/the historic district and along urban portions of Class 3 collector
287 streets such as Elm Street. Once outside this area, we would use asphalt for the surface and

288 concrete curbs. We can include a way to cool the surface in our pricing and, for an aesthetic
289 reference, we have one on South Street from Crescent Boulevard to the cemetery that has been in
290 place for over 20 years. The cost comparison is concrete = \$19.64/linear foot and asphalt (hot
291 mix) = \$9.88/linear foot.

292 *This will be on the May 10, 2021 agenda with a map and solution to the hot surface*
293 *available.*

294 **11. UPCOMING AGENDA**

295 May 10, 2021 - Sidewalk Paving

296 May 10, 2021 - Policies - Social Media and Special Events - 2nd Readings and a possible 1st
297 Reading on a 3rd Policy

298 May 10, 2021 - Subcommittee Recommendations on Public Comment

299 May 10, 2021 or May 24, 2021 - Opioid Response Team Update

300 May 10, 2021 - Certification and Attestation - CLR Sale

301 **12. OTHER BUSINESS**

302 Ms. Conner: Would like to take a field trip on the trails - especially the one from Orchard Village to
303 Molly Stark.

304 Ms. Conner: Green Up Day is May 1, 2021 and people need to call the Town Office to reserve their
305 bags which they can pick up at the Town Office.

306 Ms. Conner: Encourages everyone not to litter.

307 **13. EXECUTIVE SESSION**

308 **A. LITIGATION**

309 *At 8:54pm, Bruce Lee-Clark moved and Jeanne Conner seconded the adjournment of the*
310 *meeting finding that an Executive Session be held on Litigation as premature public knowledge*
311 *would place a person involved in the subject matter at a substantial disadvantage. Action will*
312 *be taken when going back into Open Session. The motion carried unanimously.*

313 Respectfully submitted, Nancy H. Lively, Secretary

314

**SELECT BOARD
MINUTES ADDENDUM**

April 26, 2021

Present: Jeannie Jenkins, Chair, Jeanne Conner, V. Chair, Sarah Perrin, Jim Carroll, Bruce Lee-Clark, Tom Haley, and Gary Corey. Also present Stuart Hurd, Town Manager and Dan Monks, Assistant Town Manager.

The Board went into executive session for a litigation matter at 8:54 pm, came out at 9:24 pm.

On a motion by Tom Haley, seconded by Gary Corey, the Board voted unanimously to ratify the Settlement Agreement arising from mediation in the Kia Morris and family complaint against the Town of Bennington before the Human Rights Council. The Settlement Agreement is attached to the minutes.

There being no other business, the meeting adjourned at 9:34 pm.

Respectfully submitted,


Stuart A. Hurd

SETTLEMENT AGREEMENT

Following mediation with the assistance of Michael Marks, Esq., the Parties signing below have reached the following settlement agreement in reference to all of the issues arising out of or related to the following dispute: *Ruqaiyah (Kiah) Morris, James Lawton and J.L. v. Town of Bennington, VHRC Case Nos. PA19-0012, PA19-00013 and PA19-0014* (“Claim”). The Parties shall exchange the documents and payments required to implement the following.

1. Approval of Agreement. This Agreement is contingent upon approval by the Town of Bennington Selectboard no later than April 26, 2021. If not approved, then this Agreement shall be null and void. This Agreement is also contingent upon approval of the withdrawal of the complaints at issue in the Claim by Vermont Human Rights Commission no later than April 30, 2021. If not approved, then this Agreement shall be null and void. If this Agreement is approved as described in this paragraph, the Parties shall take the remaining steps required by this Agreement.

2. Final Resolution of Claim. The Parties hereby resolve the Claim with prejudice. No suit may be filed related to the Claim. Each side shall bear its own costs and attorney’s fees. Each Party shall retain its rights under the law to release and publicly discuss the HRC Investigative Report related to the Claim.

3. General Release, Hold Harmless and Discharge of Liens. The Claimants shall provide the Town of Bennington and all of its agents, contractors, employees and indemnitors with a General Release and hold harmless agreement in a form reasonably acceptable to all counsel. The Claimants shall be responsible for obtaining any requisite approvals for the release by the minor claimant. The General Release shall include an acknowledgement that the Release shall not be deemed an admission of liability, or the strength or weakness of any claim, and that the Claim is being settled to avoid expensive and protracted litigation. The General Release shall cover all claims, including any claims for attorney’s fees,

that were or could have been raised by the Claimants for any reason (including claims for medical payments and a hold harmless agreement extending to all liens of any nature), extending to any unknown, undiscovered, and undiscoverable claims, and all persons who could in any way be subjected to these claims, including principals, members, employees, agents, officers, shareholders, indemnitors and insurers. The Claimants shall also agree to pay all liens out of the settlement proceeds.

4. Payment. Within fourteen days of receipt of the signed Release, the Claimants shall receive a total settlement of One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500.00) in a check from the indemnitor for the Town of Bennington, made payable to the lawyer trust account of counsel for the benefit of the Claimants in the Lawsuit.

5. Other Agreements.

A. The Town will work with Vermont Legal Aid with the goal of providing space for Vermont Legal Aid or other pro bono legal services providers to use space at no cost for a period of at least five years. The lease terms need to be negotiated. However, no rent shall be paid, only recoupment of utilities, insurance costs and actual out-of-pocket expenses.

B. The Town will continue to work in public process to prepare for public comment a proposal to provide police oversight. The Town will accept public input (and specifically the input of the ACLU) prior to executing a contract with a consultant for this process. There will be a structured public process to seek comments from community before a final proposal is adopted. (Town cannot commit to a particular solution without completing a public process.)

C. The Town will provide the following public apology:

“No one in Bennington should feel unsafe or unprotected. We have listened to Kiah Morris, James Lawton and their family in mediation. It is clear that Kiah, James and their family felt

unsafe and unprotected by the Town of Bennington. We have to do better by all persons who live in, work in or travel through the Town of Bennington irrespective of color, race, religion and other categories as protected by law.

The Town of Bennington apologizes to Kiah Morris, James Lawton and their family for the harms and trauma they encountered while residing in Bennington, and we fully acknowledge this reality. We pledge to learn, to do better and to protect all of our citizens.”

6. Miscellaneous. This Agreement represents a compromise to avoid litigation. By making this Agreement, no Party makes any admission concerning the strength or weakness of any claim or position. This Agreement is a comprehensive agreement; all prior understandings and discussions are merged into this Agreement. This Agreement may only be amended by a written instrument signed by all Parties. The Parties shall execute such additional documents as are reasonably requested to implement this Agreement. This Agreement shall be interpreted under the laws of the State of Vermont. All Parties were represented by counsel in the drafting of this Agreement. All Parties voluntarily make this Agreement in reliance upon the legal advice of their counsel. The presumption against the drafter shall not apply to the construction of this Agreement. Any participation by the mediator in the drafting of this agreement was in his capacity as mediator in recording mutually agreeable settlement terms and does not constitute legal advice to any of the Parties. Photocopies of this Agreement shall be as effective as the original. This Agreement shall be binding and enforceable against the successors, heirs and assigns of the Parties.

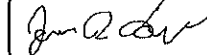
Dated April 14, 2021.

DocuSigned by:



198D6A902F354F1
Ruqaiyah Morris, individually and as Guardian for J.L.

DocuSigned by:



7551A661ED064C0
James Lawton, individually and as Guardian for J.L.

DocuSigned by:

Stuart Hurd

04111E06217204E0...

Agent for all Defendants in Lawsuit and their Indemnitor, VLCT-PACIF

Approved as to form:

DocuSigned by:

Robert Appel

A818F09E82D9471...

Robert Appel, Esq.
Counsel for Claimants

DocuSigned by:

Michael J. Leddy

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Mick Leddy, Esq.
Counsel for Defendants in Claim