



City Council Meeting

Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Please click the link below to join the webinar:

<https://zoom.us/j/91566251542>

Or Telephone: +1 309 205 3325 US

****CCTV link: https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7INoKug676jIf_iUA ****

To participate in Public Forum in person, sign up at the meeting.

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<https://www.burlingtonvt.gov/citycouncil/publicforum>

****ONLINE closes one hour prior to the beginning of public forum****

Do not sign up in person and via Zoom - select one only

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda

2. Communication: Erik Ramakrishnan, Assistant City Attorney, Brian Pine, CEDO Director, Katherine Schad, CAO and Scot Barker, I&T Director, re: Discussion of real estate negotiations regarding potential sale of City property at 200 Church Street (verbal) **expected executive session (30 mins.)**

Subject	2.1. Communication: Erik Ramakrishnan, Assistant City Attorney, Brian Pine, CEDO Director, Katherine Schad, CAO and Scot Barker, I&T Director, re:
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Discussion of real estate negotiations regarding potential sale of City property at 200 Church Street (verbal) **expected executive session**

Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Communication: Erik Ramakrishnan, Assistant City Attorney, Brian Pine, CEDO Director, Katherine Schad, CAO and Scot Barker, I&T Director, re: Discussion of real estate negotiations regarding potential sale of City property at 200 Church Street (verbal) **expected executive session** (30 mins.)
Department	Community & Economic Development Office (CEDO)
Type	Action Procedural Discussion Information
Recommended Action	I move that the Council enter into executive session to discuss real estate negotiations in connection with 200 Church Street, pursuant to 1 V.S.A. 313(a)(2), to include the Mayor, Chief of Staff, legal counsel, the CEDO Director, the Chief Administrative Officer, and the Chief Innovation Officer.

3. Legislative Update - Jamie Feehan (30 mins.)

Subject	3.1. Legislative Update - Jamie Feehan (30 mins.)
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Legislative Update - Jamie Feehan (30 mins.)
Department	Council and Board
Type	Information Presentation

4. Public Forum: Time Certain: 7:00 pm **See above for signup instructions**

Subject	4.1. Verbal Comments
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Public Forum: Time Certain: 7:00 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

5. Net Zero Energy Burlington, Vermont Presentation - BED (30 mins.)

Subject	5.1. Net Zero Energy Burlington, Vermont Presentation - BED
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Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Net Zero Energy Burlington, Vermont Presentation - BED (30 mins.)
Department	Burlington Electric Department
Type	Information Presentation

6. Climate Emergency Reports (5 - 10 mins.)

Subject	6.1. Verbal reports
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Climate Emergency Reports (5 - 10 mins.)
Department	Council and Board
Type	Information

7. Public Health & Safety Emergency Updates (5-10 mins.)

Subject	7.1. Verbal reports
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Public Health & Safety Emergency Updates (5-10 mins.)
Department	Council and Board
Type	Information

8. Consent Agenda

Subject	8.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural

Recommended Action motion to adopt the consent agenda and take the actions indicated

Subject	8.2. Communication: C/T Office, re: Accountability List
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office

Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	8.3. Communication: C/T Office, re: February 12, 2024 City Council With Mayor Presiding Meeting Minutes, Draft
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Minutes Communication
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 25, 2024 Regular City Council Meeting
Subject	8.4. Communication: C/T Office, re: February 12, 2024 Regular City Council Meeting Minutes, Draft
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 25, 2024 Regular City Council Meeting
Subject	8.5. Communication: C/T Office, re: February 12, 2024 Local Cannabis Control Commission Meeting Minutes, Draft
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 25, 2024 Regular City Council Meeting

Subject	8.6. Communication: C/T Office, re: February 12, 2024 Local Control Commission Meeting Minutes, Draft
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 25, 2024 Regular City Council Meeting
Subject	8.7. Communication: C/T Office, re: February 26, 2024 Regular City Council Meeting Minutes, Draft
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 25, 2024 Regular City Council Meeting
Subject	8.8. Communication: C/T Office, re: February 26, 2024 Full Board of Abatement of Taxes Meeting Minutes, Draft
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 25, 2024 Regular City Council Meeting
Subject	8.9. Communication: C/T Office, re: February 26, 2024 Board of Civil Authority Meeting Minutes, Draft
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda

Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the March 25, 2024 Regular City Council Meeting
Subject	8.10. Budget Neutral Amendment making adjustments based on recent budget to actual - C/T
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	to approve and authorize the City's Chief Administrative Officer or their designee, to execute a budget amendment to reduce the CT budget by \$700,000, and to reduce expenses by a total of \$700,000 in the CT, REIB, CA, and Assessor departments, per the attached form
Subject	8.11. Waterfront Overnight Security Contract - BPRW
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and authorize the contract with Green Mountain Concert Services to provide waterfront overnight security services for a total contract value not to exceed \$138,000 and to authorize Cindi Wight, BPRW Director, to execute the contract and any related documents, subject to review by the City Attorney's Office
Subject	8.12. Lease for the Spirit of Ethan Allen - BPRW
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and authorize the lease of the assigned area as shown in the map in Attachment A to Green Mountain Boat Lines through 12/31/28 in substantial conformance with the existing lease terms and the updated terms as detailed herein;; and, to further authorize Mayor Emma Mulvaney-Stanak to execute the lease agreement and any related documents, subject to review by the City Attorney's Office

Subject	8.13. Champlain Parkway - City of Burlington and Champlain Water District MOA - DPW
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to authorize the Director of Public Works or his designee to execute the Memorandum of Agreement with Champlain Water District for the purposes of delineating the Parties' respective rights and obligations with respect to CWD's existing easement that was recorded in the City of Burlington Land Records on March 19, 1984 and City's easement originally executed on November 7, 1988
Subject	8.14. Approval to Execute Master Lease - C/T
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	to approve and authorize Katherine Schad, Chief Administrative Officer, or designee to execute a Tax-Exempt Lease Purchase with NBT Bank for the amount of \$1,092,704 with an annual payment of \$177,454 to be paid out of Water Resources and Recycling Budgets within the approved Fiscal Year 2024 Budgets subject to review by the City Attorney's Office
Subject	8.15. FY23 City of Burlington TIF District Reports to the Vermont Economic Progress Council (VEPC) - C/T
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication and place it on file
Subject	8.16. Burlington Electric Department Memorandum of Understanding for CityPlace Public Improvements - DPW
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Public Works Department

Type	Action (Consent)
Recommended Action	to authorize the Director of Public Works to execute a Memorandum of Understanding with the Burlington Electric Department in an amount up to \$311,237 for construction of street lighting associated with the CityPlace Public Improvements project, subject to the review and approval of the City Attorney's Office.
Subject	8.17. Authorization to Execute a Contract with Corrosion Products & Equipment for the Rebuild of Three Finished Pumps at Water Plant - DPW - Water Resources
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	to authorize the Director of the Department of Public Works to award a contract with Corrosion Products & Equipment for up to \$182,500, to complete the rebuilding of the Water Plant's three (3) Vertical Turbine finished pumps, subject to the final review and approval of the City Attorney's Office
Subject	8.18. Authorization to Execute a Contract with Hallam ICS for Supervisory Control and Data Acquisition (SCADA) System Upgrade at Water Plane - DPW - Water Resources
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	to authorize the Director of the Department of Public Works to award a contract with Hallam-ICS for up to \$100,000, to complete the SCADA upgrade scope at the Water Plant, subject to the final review and approval of the City Attorney's Office
Subject	8.19. Annual Report on Livable Wage Ordinance for FY24 - City Attorney's Office
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Attorney's Office
Type	Action (Consent) Report
Recommended Action	waive the reading, accept the report and place it on file
Subject	8.20. Communication: Thea Knight, BRV Member, re: Resignation

Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication, place it on file, advertise the vacancy in Seven Days and send a letter of appreciation to Thea Knight thanking her for her time served as a Member of the Board for Registration of Voters
Subject	8.21. Fletcher Free Library Commission Report
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Fletcher Free Library
Type	Action (Consent) Report
Recommended Action	waive the reading, accept the report and place it on file
Subject	8.22. Annual Report from Winooski Valley Park District
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Report
Recommended Action	waive the reading, accept the report and place it on file
Subject	8.23. Agreement Letter - City of Burlington & the Burlington Housing Authority - Mayor's Office
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Mayor's Office
Type	Action (Consent)
Recommended Action	waive the reading, accept the communication and place it on file

Subject	8.24. Communication: Ben Traverse, City Council President, re: Standing Committee Appointments
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Council and Board
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	8.25. Communication: R. Marcus West, re: Various Communications
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	8.26. Communication: Jackson McCormick, re: Drug Use
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Communication Action (Consent)
Recommended Action	waive the reading and place the communication on file
Subject	8.27. Communication: Erhard Mahnke, re: Neighborhood Code Comments 03/25/24
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file

Subject	8.28. Communication: Paul Bierman, re: Neighborhood Code Comments 03/24/24
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	8.29. 2024-2025 Tobacco and Tobacco Substitute Endorsement Renewals: see attached list
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2024-2025 Tobacco and Tobacco Substitute Endorsement Renewals as listed
Subject	8.30. 2024-2025 Indoor and Outdoor Entertainment Permit Renewals: see attached list
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2024-2025 Indoor and Outdoor Entertainment Permit Renewals as listed with all standard conditions
Subject	8.31. Memorandum of Agreement Between Burlington Fire Fighters Association (BFFA) and the City of Burlington regarding Retention Bonuses, Article 10.5A of the Collective Bargaining Agreement (FY22-FY25) - Fire
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Consent Agenda
Department	Fire Department
Type	Action (Consent)

Recommended Action 1. To approve the proposed Memorandum of Agreement and authorize the Fire Chief to execute it on behalf of the City.
2. To authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the proposed retention bonuses

Subject **8.32. FIO Documents**

Meeting April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 8. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Information
Communication

Recommended Action for information only

9. Deliberative Agenda

Subject **9.1. Resolution: Authorization for Refinancing City of Burlington's \$18,840,000 General Obligation Waterfront Tax Increment Note, Series 2023 (Board of Finance) (15 mins.)**

Meeting April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 9. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Resolution
Action

Recommended Action waive the reading and adopt the resolution

Subject **9.2. Burlington - Winooski Bridge Finance and Maintenance Agreement acceptance BF RAIZE(2) - FM0449 - DPW (25 mins.)**

Meeting April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 9. Deliberative Agenda

Department Public Works Department

Type Action

Recommended Action 1. To authorize the Director of Public Works to execute the FM0449: Standard Finance and Maintenance Agreement for Federal-Aid Projects, Burlington-Winooski BF RAIZ(2) from the Vermont Agency of Transportation for design and construction of the Winooski Bridge with the funding split for this project being 80% Federal, 10% State, 5% Burlington, and 5% Winooski.
2. To authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses in FY24 and Overall Project Budgets, as further detailed in Attachment 2.

Subject	9.3. Colchester/Riverside/Barrett/Mill Intersection Finance and Maintenance Agreement Acceptance Burlington STP 5000(29) - DPW (15 mins.)
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	1. To authorize the Director of Public Works to execute the FM0477: Standard Finance and Maintenance Agreement for Federal-Aid Projects, Burlington STP 5000(29) from the Vermont Agency of Transportation for design and construction of the Colchester/Riverside/Barrett/Mill Intersection with a VTrans commitment to cover 100% of eligible project costs. 2. To authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses in FY24 and Overall Project Budgets, as further detailed in Attachment 2.

Subject	9.4. Resolution: Authorization for Reimbursement from Public Improvement Bonds for School District Capital Improvements for Integrated Arts Academy (Board of Finance)(25 mins.)
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. Deliberative Agenda
Department	Burlington School District
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution

Subject	9.5. Burlington Fire Department Community Response Team (CRT) - Fire (20 mins.)
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. Deliberative Agenda
Department	Fire Department
Type	Action
Recommended Action	move to approve and authorize the Chief Administrative Officer to make any and all necessary budget amendments to allocate the use of the assigned Opioid Money Fund to support operating costs of the Fire Department Community Response Team until funds are exhausted with a budget not to exceed the original approval of \$182,598.00; and, to further authorize the extension of the CRT pilot program through the end of City Fiscal Year '24 and \$10,000 contingent upon available funding or the end of available funding

10. Committee Reports

Subject	10.1. Verbal reports
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. Committee Reports
Department	Council and Board
Type	Information

11. City Council - General Affairs (up to 15 mins.)

Subject	11.1. Verbal reports
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	11. City Council - General Affairs (up to 15 mins.)
Department	Council and Board
Type	Information

12. City Council President - Council Updates (up to 5 mins.)

Subject	12.1. Verbal reports
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	12. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

13. Mayor - General Affairs (up to 10 mins.)

Subject	13.1. Verbal reports
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	13. Mayor - General Affairs (up to 10 mins.)
Department	Council and Board
Type	Information

14. Adjournment

Subject	14.1. Motion to adjourn
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	14. Adjournment
Department	Council and Board

Type	Action Procedural
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Recommended Action	Motion to adjourn
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15. Informational and Non-Discrimination Statements

Subject	15.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.
Meeting	April 15, 2024 - Regular City Council Meeting - Monday, April 15, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	15. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

TO: Mayor and City Council
FROM: Brian Pine, CEDO Director
Samantha Dunn, Assistant Director for Community Works
CC: Katherine Schad, Chief Administrative Officer
DATE: April 11, 2024
RE: Sale of 200 Church St.

This memo provides background and the rationale for the administration's intentions to sell 200 Church St. to Burlington Telecom (aka Champlain Broadband). Since the City is engaged in real estate negotiations with respect to this property, an Executive Session is planned for the April 15 Council meeting.

While the City generally prefers to retain City its real estate assets, we are providing information about the unique characteristics of this property and the very limited funds available for the City to make capital improvements to other City assets that justify divesting this asset.

The property, which was constructed in 1958, includes 15,000 square feet of office space on three floors. The City acquired the property in 2005 from a local telecom company for the purposes of establishing Burlington Telecom. The City retained ownership in 2014 when the City transferred ownership of Burlington Telecom (BT) to Blue Water Holdings. Since before the 2014 transaction occurred, BT has occupied both the basement and the 2nd floor. The Network Operation Center, which functions as the central hub from which all BT services operate, is in this building.

The City's Human Resources/Payroll Department and CEDO's Community Justice Center (CJC) currently occupy the first floor. The CJC is planning to relocate at the end of 2025 to the ground floor of the new building being developed by Champlain Housing Trust at 176 South Winooski Avenue. The City's intention is to secure suitable replacement space for the HR Department and the Payroll team before the end of 2025 or, as is explained below, BT has offered to negotiate a lease at market rate.

The December 2017 Asset Purchase Agreement (APA) (which dictates the terms of the sale between Blue Water Holdings, the City of Burlington and Burlington Telecom) stipulates the lease terms between the City and BT and it contains an option in favor of BT that is triggered when the third lease period begins on July 1, 2029. This means that BT has the right to unilaterally compel the City to convey the property at any time during the third lease period. It was always envisioned by the City that BT would buy the subject property during the third lease period since the building does not serve the general public and yet it serves such a critical role in the BT network.

In addition to the property being subject to the APA terms, it is important to note the building is in need of major capital investment at this time. While the rubber membrane roof has been patched, it will

require complete replacement in the near future. The more pressing matter is that the HVAC system has exceeded its useful life and must be replaced before the upcoming cooling season starts in the coming weeks. The order of magnitude cost for this upgrade is between \$850,000 and \$1.2 Million. There is no capital reserve account for this specific building so the cost for this work must come from the City's annual capital plan for other priorities like streets, sidewalks and other critical repairs to City buildings.

In light of the above legal and financial conditions, we have negotiated with BT for the sale of the property under these broad terms:

- A purchase price was derived using the averages of two independent appraisals and calculating the Income Capitalization Approach (confidential amount to be shared in expected Council executive session). This is a standard approach with commercial real estate valuation.
- Parties will execute a binding Contract in May 2024 with the sale of the building taking place in early 2025 (confidential draft contract will also be shared in expected executive session)
- After executing the Contract, BT will immediately undertake the needed upgrades to both the roof and HVAC systems at their cost and under their management
- City departments will remain in the building until 12/31/25 rent-free with the City paying a pro rata share of operating costs. The City currently pays for the operating costs associated with the space used by City staff so this represents no change in how those costs are covered.
- If the City departments are unable to relocate by the end of 2025, BT will extend this offer to 3/31/26, at which time BT has expressed willingness to negotiate a lease at market rate for the space if desired
- City will retain the right to review and approve the project specifications to protect the asset should the sale not reach fruition.
- If the sale does not reach closing due reasons outside of BT's control, the City will reimburse BT for these capital costs. The City will be responsible only for unamortized costs, i.e., the costs will be amortized over the useful life of the improvements, and the City will pay the costs from the date the P&S is terminated through said useful life.
- Once the P&S is executed, BT would only be obligated to pay the pro rata share of their operating costs rather than the rent that they are currently paying to the City. This amount will be determined based upon the City's accounting of operating expenses, but is certain to be less than the current rent in the amount of \$10,356 being paid by BT.

When the binding option that is triggered at the start of the 3rd lease period is taken into consideration with the significant unfunded capital improvements that are needed in the coming months along with the very limited public benefit of owning this property, we are confident that the City's interests are best served by proceeding with the execution of the Contract. We presented this topic for discussion by the Board of Finance at their April 9 meeting. An executive session will allow for a more detailed discussion of the terms of the transaction, and then we intend to return for final Council decision on May 6. Moving forward with this transaction in early May is necessary for the required HVAC improvements to be bid and contracted before the upcoming cooling season begins.

ASSET PURCHASE AGREEMENT

among

BLUE WATER HOLDINGS LLC

and

THE CITY OF BURLINGTON D/B/A BURLINGTON TELECOM

and

CHAMPLAIN BROADBAND, LLC

and

**SCHURZ COMMUNICATIONS, INC.
(solely for purposes of Section 13.12)**

dated as of

December 29, 2017

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), dated as of December 29, 2017 (the “Effective Date”), is entered into by and among Blue Water Holdings LLC (“Blue Water”), a Vermont limited liability company, the City of Burlington, Vermont d/b/a Burlington Telecom (the “City” or “Burlington Telecom”), Champlain Broadband, LLC, a Vermont limited liability company and subsidiary of Schurz (“Buyer”) and, solely for purposes of Section 13.12, Schurz Communications, Inc., an Indiana corporation (“Schurz”).

RECITALS

WHEREAS, the City conveyed the assets of the Telecom System (defined below) to Blue Water and leased back the assets of the Telecom System to operate the Telecom System to provide phone, internet and cable television services to its residents and businesses under the trade name “Burlington Telecom;”

WHEREAS, the City and Blue Water entered into a certain Burlington Telecom Management and Sale Agreement dated as of December 31, 2014, as amended (the “Management Agreement”) which provided for the City to manage and operate the Telecom System under the Existing CPGs (defined below) and find a Qualified Purchaser (defined below) to purchase the Telecom System and direct the sale of the Telecom System to such Qualified Purchaser;

WHEREAS, Buyer (together with Schurz) meets the standards of a Qualified Purchaser and the City and Schurz have entered into a letter of intent regarding the sale of the Telecom System;

WHEREAS, Blue Water has consented to the sale of the Telecom System to Buyer; and

WHEREAS, the City and Blue Water desire to sell the Telecom System to Buyer and Buyer desires to purchase the Telecom System, subject to the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Terms not otherwise defined in this Agreement shall have the meanings specified or referred to in this **ARTICLE I**:

“**200 Church Lease Provisions**” shall have the meaning set forth in Section 8.04.

“Accounts” shall mean all rights of the City (or Blue Water) to payment for goods sold or leased or for services rendered by the Telecom System that would constitute revenues of the Telecom System, including any notes receivable.

“Acquisition Proposal” has the meaning set forth in Section 7.04.

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble.

“Allocation Schedule” has the meaning set forth in Section 2.11.

“Assigned Contracts” has the meaning set forth in Section 2.01(c).

“Assignment and Assumption Agreements” means the Assignment and Assumption Agreements referenced in the Bill of Sale and Assignment that separately provide for the assignment and assumption of certain Assigned Contracts referenced in the schedules attached to the Bill of Sale and Assignment.

“Assumed Liabilities” has the meaning set forth in Section 2.03.

“Balance Sheet” has the meaning set forth in Section 6.09.

“Balance Sheet Date” has the meaning set forth in Section 6.09.

“Basket” has the meaning set forth in Section 11.04(a).

“Benefit Plan” has the meaning set forth in Section 6.13. **“Bill of Sale and Assignment”** has the meaning set forth in Section 3.02.

“Blue Water” has the meaning set forth in the preamble.

“Blue Water Officer Certificate” has the meaning set forth in Section 10.02.

“Blue Water/City Closing Statement” has the meaning set forth in Section 2.10.

“Books and Records” has the meaning set forth in Section 2.01(n). **“Broadband Internet Access Service”** means a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all Internet endpoints,

including any capabilities that are incidental to and enable the operation of a communications service, but excluding dial-up Internet access service.

“Burlington Telecom” has the meaning set forth in the preamble.

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in Burlington, Vermont are authorized or required by Law to be closed for business.

“Buyer” has the meaning set forth in the preamble.

“Buyer Closing Certificate” has the meaning set forth in Section 10.03(c).

“Buyer Indemnitees” has the meaning set forth in Section 11.02.

“Cable Act” means Title VI of the Communications Act of 1934, as amended, 47 U.S.C. Sections 151 *et seq.*, all other provisions of the Cable Communications Policy Act of 1984 and the provisions of the Cable Television Consumer Protection and Competition Act of 1992, and the provisions of the Telecommunications Act of 1996 amending Title VI of the Communications Act of 1934, in each case as amended and in effect from time to time.

“Cap” has the meaning set forth in Section 11.04(a).

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*

“City” has the meaning set forth in the preamble.

“City Certificate” has the meaning set forth in Section 10.02.

“City Council” means the City Council of the City of Burlington.

“Closing” has the meaning set forth in Section 3.01.

“Closing Adjustment” has the meaning set forth in Section 2.08.

“Closing Date” has the meaning set forth in Section 3.01.

“Closing Working Capital” means: (a) Current Assets to the extent included in the Purchased Assets, less (b) Current Liabilities to the extent included in the Assumed Liabilities, determined as of the Effective Time.

“Code” means the Internal Revenue Code of 1986, as amended.

“Communications Act” means the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the provisions of the Telecommunications Act of 1996 amending Title VI of the Communications Act of 1934, and as may be further amended, and the rules and

regulations, policies and published decisions of the FCC thereunder, as in effect from time to time.

“Confidentiality Agreement” means the Non-Disclosure and Confidentiality Agreement, dated as of September 14, 2017, between Schurz and the City, as amended from time to time.

“CPG” means a Certificate of Public Good issued by the Vermont Public Utility Commission (f/k/a the Public Service Board).

“Current Assets” means the current assets of the Telecom System included in the line items set forth on Section 2.08 of the Disclosure Schedules and only to the extent acquired pursuant to the terms of this Agreement.

“Current Liabilities” means the current liabilities of the Telecom System included in the line items set forth on Section 2.08 of the Disclosure Schedules and only to the extent assumed pursuant to the terms of this Agreement.

“Customer Lists” means the lists of subscribers of the Telecom System using or purchasing services from Burlington Telecom including all lists of former subscribers using or purchasing services from Burlington Telecom.

“Data Room” means the electronic documentation site established by One Hub on behalf of the City containing the documents set forth in the Disclosure Schedules.

“Deposit Trust Agreement” means the Deposit Trust Agreement dated as of December 31, 2014, by and among the Blue Water Holdings LLC, the City, and Merchants Bank (now known as Community Bank, N.A.), as amended, with respect to the deposit of Revenues from the use and operation of the Leased Assets and the Telecom System.

“Direct Claim” has the meaning set forth in Section 11.06(c).

“Disclosure Schedules” means the Disclosure Schedules delivered by the City concurrently with the execution and delivery of this Agreement.

“Disputed Amounts” has the meaning set forth in Section 2.08(b)(iii).

“Dollars or \$” means the lawful currency of the United States.

“Easements” has the meaning set forth in Section 8.04.

“EBITDA” means earnings before interest, taxes, depreciation and amortization.

“Edge Provider” means any individual or entity that provides any content, application, or service over the Internet, and any individual or entity that provides a device used for accessing any content, application, or service over the Internet.

“Effective Date” means the date in the first paragraph of this Agreement.

“Effective Time” means 12:01 a.m. on the Closing Date.

“Employees” means those Persons employed by the City working for the Telecom System, and who are listed on the Disclosure Schedules.

“Encumbrance” means any lien, pledge, mortgage, security interest, charge, claim, encroachment or other similar encumbrance.

“End User” means any individual or entity that uses a Broadband Internet Access Service.

“Environmental Claim” means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

“Environmental Law” means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): CERCLA; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

“Environmental Notice” means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

“Environmental Permit” means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

“Equipment” means all machinery, equipment and fixtures, office furniture, furnishings and trade fixtures, specialty tools and parts, together with any rights to manuals, computer

programs, databases and other materials relating to the use, operation or structure of any of the foregoing Equipment, used in the operation of the Telecom System, as more particularly described in Disclosure Schedules and Schedules to the Bill of Sale and Assignment, together with all replacements, repairs, restorations, modifications, and improvements incorporated therein or affixed thereto.

“Escrow Agent” means the entity designated to serve as escrow agent under the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement among Buyer, Blue Water, the City and the Escrow Agent, to be executed and delivered at the Closing in a form reasonably acceptable to the parties thereto.

“Escrow Amount” means the sum of \$1,000,000 to be deposited with the Escrow Agent and held in escrow pursuant to the Escrow Agreement.

“Excluded Assets” has the meaning set forth in Section 2.02.

“Excluded Liabilities” has the meaning set forth in Section 2.04.

“Existing CPGs” means, together: (1) the Certificate of Public Good numbered as CPG No. 743-C issued to the City on June 18, 2003, authorizing Burlington Telecom to offer telecommunications services in the State of Vermont; and (2) the Certificate of Public Good issued to the City on September 13, 2005, in Docket No. 7044, authorizing Burlington Telecom to offer cable television services in the City of Burlington, as amended by the Renewed Certificate of Public Good issued by the PUC to the City and Blue Water on March 17, 2017 in Docket No. 8719.

“FCC” means the Federal Communications Commission.

“Financial Statements” has the meaning set forth in Section 6.09.

“FIRPTA Certificate” means a certificate pursuant to Treasury Regulations Section 1.1445-2(b) that neither the City nor Blue Water is a foreign person within the meaning of Section 1445 of the Code duly executed by the City and Blue Water.

“First Refusal Notice” has the meaning set forth in Section 8.08.

“GAAP” means United States generally accepted accounting principles in effect from time to time.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Hazardous Materials” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

“Headend Reports” has the meaning set forth in Section 6.18.

“Historical Financial Statements” has the meaning set forth in Section 6.09.

“Indemnified Party” has the meaning set forth in Section 11.06.

“Indemnifying Party” has the meaning set forth in Section 11.06.

“Independent Accountant” has the meaning set forth in Section 2.08(b)(iii).

“Information Technology Systems” means any combination of the computer software, computer hardware (whether general or special purpose), telecommunications capabilities (including all voice, data, and video networks) and other similar or related items of automated, computerized, or software systems and any other networks or systems and related services that are used or relied on by the City or Blue Water in the operation of the Telecom System.

“Insurance Policies” has the meaning set forth in Section 6.16.

“Intellectual Property” means the rights to use the name Burlington Telecom, together with any logos or marks for Burlington Telecom, all websites, domain names and other copyrights of the City or Blue Water used by the City in the operation of the Telecom System, all as is more particularly set forth on the Disclosure Schedules.

“Intellectual Property Agreements” means all licenses, sublicenses and other agreements by or through which other Persons grant Blue Water or the City or the City or Blue Water grant any other Persons any exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used exclusively in connection with the Telecom System.

“Intellectual Property Assets” means all Intellectual Property that is owned by Blue Water or the City and exclusively used in connection with the Telecom System, including the Intellectual Property Registrations set forth on the Disclosure Schedules.

“Intellectual Property Registrations” means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names, and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“Interim Income Statement” has the meaning set forth in Section 6.09.

“Interim Income Statement Date” has the meaning set forth in Section 6.09.

“Interim Financial Statements” has the meaning set forth in Section 6.09.

“Inventory” means all parts, set-top boxes, fiber optic cable, finished goods, works in progress, supplies and similar items of Inventory held for sale or lease or use in the operation of the Telecom System, as more particularly described in Schedules to the Bill of Sale and Assignment Agreement.

“Knowledge of City or City’s Knowledge” or any other similar Knowledge qualification, means the actual or constructive Knowledge of Stephen Barraclough and/or Mayor Weinberger, after due inquiry.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“Leased Motor Vehicles” means those Motor Vehicles that are subject to financing leases described more particularly on Section 2.07 of the Disclosure Schedules, which shall be purchased by the City prior to Closing to allow for transfer of such Leased Motor Vehicles at Closing.

“Leases” has the meaning set forth in Section 8.04.

“Liabilities” or **“liabilities”** means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“License Agreements” means the agreements with Pomerleau, University of Vermont Medical Center, ROW 617 Riverside, and Metropark (collectively, the “Licensors”) granting the City rights to access and store Equipment at the Licensors’ facilities, which agreements will be assigned to Buyer.

“Lifeline ETC” has the meaning set forth in Section 8.06.

“Limited Reserved Rights of Use Agreement” means the agreement substantially in the form attached hereto as **Exhibit A**, which Buyer and the City will execute as of the Closing in connection with certain reserved rights of the City for Smart City initiatives and other matters described therein.

“Losses” means actual out-of-pocket losses, damages, liabilities, costs or expenses, including reasonable attorneys’ fees.

“Malicious Instructions” has the meaning set forth in Section 6.20(b).

“Management Agreement” has the meaning set forth in the recitals.

“Material Adverse Effect” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Telecom System, or (b) the ability of Blue Water and the City to consummate the transactions contemplated hereby on a timely basis; *provided, however*, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Telecom System operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement, except pursuant to consents obtained, or to be obtained, pursuant to this Agreement; (vi) any changes in applicable Laws or accounting rules, including GAAP; or (vii) the public announcement, pendency or completion of the transactions contemplated by this Agreement; *provided further, however*, that any event, occurrence, fact, condition or change referred to in clauses (i) through (iv) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Telecom System compared to other participants in the industries in which the Telecom System operates.

“Memorial Provisions” has the meaning set forth in Section 8.04.

“Motor Vehicles” means any motor vehicles currently used by employees of the Telecom System in connection with the operation of the Telecom System, including without limitation the Leased Motor Vehicles, which are more particularly described in Section 2.07 of the Disclosure Schedules and the Schedules to the Bill of Sale and Assignment.

“MOUs” means the Memoranda of Understandings dated July 18, 2008, between Burlington d/b/a Burlington Telecom and the City of Burlington Board of School Commissioners relating to certain parcels of school property, which are more particularly described in the School Agreements.

“Non-Compete Agreements” has the meaning set forth in Section 3.02(a)(vi).

“Paid Prioritization” means directly or indirectly favoring some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, resource reservation, or other forms of preferential traffic management, either in exchange for consideration (monetary or otherwise) from a third party, or to benefit an affiliated entity.

“Permits” means all permits, licenses, franchises, approvals, authorizations and consents required to be obtained from Governmental Authorities.

“Permitted Encumbrances” means (a) mechanics’, carriers’, workmen’s, repairmen’s or other like liens arising or incurred in the ordinary course of Telecom System and for which adequate reserves have been established; (b) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property that do not individually or in the aggregate materially interfere with the right or ability to own, use or operate the Real Property; (c), liens

arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of Telecom System; and (d) other immaterial imperfections of title or Encumbrances, if any.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“Proposed Terms” has the meaning set forth in Section 8.08.

“Proprietary Software” means computer software (whether general or special purpose) that is used or relied on in the operation of the Telecom System and that the Telecom System (either directly or through a third party) has developed, customized, or enhanced, or is in the process of doing the same. For the purpose of clarity, “off the shelf” computer software does not constitute Proprietary Software, but customizations or enhancements to “off the shelf” computer software do constitute Proprietary Software.

“Prudent Utility Practice” means either (i) any of the practices, methods and acts engaged in or approved by a significant portion of the fiber, cable and telephone telecommunications industry at the time of such practice, method or act or prior thereto, or (ii) any of the practices, methods or acts, which in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expeditious action. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts. Prudent Utility Practice shall also include those practices, methods and acts that are required by applicable laws and final orders or regulations of regulatory agencies having jurisdiction over the subject action.

“PUC” mean the Vermont Public Utility Commission (formerly known as the Vermont Public Service Board).

“Purchase Price” has the meaning set forth in Section 2.05.

“Purchased Assets” has the meaning set forth in Section 2.01.

“Qualified Purchaser” means a person that has the capability of operating a telecommunications company of size and service similar to the Telecom System and is reasonably expected to satisfy any statutory criteria in order to obtain CPGs from the PUC.

“Quitclaim Deed” has the meaning set forth in Section 9.09.

“Real Property Interests” means such easements and rights of way in common with other utilities and telecommunication providers currently required for the operations for the Telecom System.

“Release” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing

or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

“Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person and with respect to the City means the Mayor or any other person designated by the City Council.

“Resolution Period” has the meaning set forth in Section 2.08(b)(ii).

“Revenues” means all revenues, rates, fees, charges, rents or other income derived and receipts received by the City or Blue Water from any source in connection with the management and operation of the Telecom System. Without limiting the generality of the foregoing, Revenues include rentals, subscriber charges, the proceeds of grants for the limited purposes or of the disposition of rentals, subscriber charges, the proceeds of grants, payments or reimbursement of capital costs by other Persons pursuant to joint ownership agreements relating to jointly owned facilities, and receipts from disposition of Telecom System assets (except the sale of the assets contemplated by this Agreement), and proceeds of insurance to the extent paid on account of the loss or damage to the Telecom System.

“Review Period” has the meaning set forth in Section 2.08(b)(i).

“Sales Notice” has the meaning set forth in Section 8.08.

“School Agreements” has the meaning set forth in Section 8.04.

“School Leases” has the meaning set forth in Section 8.04.

“Schurz” has the meaning set forth in the preamble.

“Seller Indemnitees” has the meaning set forth in Section 11.03.

“Services Agreement” has the meaning set forth in Section 9.02.

“State” means the State of Vermont.

“Statement of Net Position” has the meaning set forth in Section 6.09.

“Statement of Net Position Date” has the meaning set forth in Section 6.09.

“Statement of Objections” has the meaning set forth in Section 2.08(b)(ii).

“System Contracts” means the contracts for services to subscribers of the Telecom System and other contracts related to the Telecom System operations, as more particularly set forth on the Disclosure Schedules.

“Tangible Personal Property” means all furniture, fixtures, equipment, machinery tools, supplies, computers and other tangible personal property of the Telecom System.

"Taxes" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"Tax Return" means any return, declaration, report, claim for refund, information return or statement or other document required to be filed with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Telecom System" means the telecommunication system operated by the City known as "Burlington Telecom" providing phone, cable television and internet services to third-party subscribers, which is comprised of the Accounts, Equipment, Inventory, System Contracts, Tangible Personal Property, Real Property Interests, Intellectual Property Assets, Customer Lists, License Agreements, Leases and Books and Records.

"Third Party Claim" has the meaning set forth in Section 11.06(a).

"Transaction Documents" means this Agreement, the Escrow Agreement, the Non-Compete Agreement(s), the Leases, the Services Agreement, the Bill of Sale and Assignment, certificates of title properly endorsed for Motor Vehicles transferred, and the other agreements, instruments and documents required to be delivered at the Closing.

"Transferred Employee" has the meaning set forth in Section 8.01(a).

"True-Up Adjustment" has the meaning set forth in Section 2.08.

"Undisputed Amounts" has the meaning set forth in Section 2.08(b)(iii).

"Union" has the meaning set forth in Section 6.14(b).

"WARN Act" means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Blue Water and the City shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Blue Water and the City free and clear of all Encumbrances other than Permitted Encumbrances, all of Blue Water's and the City's respective right, title and interest in, to and under the following assets, properties and rights of Blue Water and the City, to the extent that such assets, properties and rights exist as of the Closing Date and primarily are used in or relate to the Telecom System (collectively, the **"Purchased Assets"**)

including the following:

- (a) all Accounts;
- (b) all Inventory;
- (c) all System Contracts set forth on Section 2.01(c) of the Disclosure Schedules, including the Intellectual Property Agreements, the Leases, Licenses and the other contracts separately referenced in the Assignment and Assumption Agreements referenced in the schedules to the Bill of Sale and Assignment (collectively, the “**Assigned Contracts**”);
- (d) all Intellectual Property Assets;
- (e) all Equipment;
- (f) the Motor Vehicles;
- (g) all Customer Lists;
- (h) all Tangible Personal Property
- (i) Real Property Interests
- (j) all Permits that are held by Blue Water or the City and required for the conduct of the Telecom System as currently conducted or for the ownership and use of the Purchased Assets, including, without limitation, those listed on Section 2.01(j) of the Disclosure Schedules, to the extent assignable;
- (k) all rights to any Actions of any nature available to or being pursued by Blue Water or the City to the extent related to the Telecom System, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;
- (l) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes);
- (m) all of Blue Water and the City’s rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;
- (n) originals, or where not available, copies, of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, billing records and Accounts records, Customer Lists, and the records and information of customers and suppliers required or necessary to operate the Telecom System (“**Books and Records**”); and
- (o) all goodwill associated with the Telecom System.

Section 2.02 Excluded Assets. Other than the Purchased Assets subject to Section 2.01, Buyer expressly understands and agrees that it is not purchasing or acquiring, and neither Blue

Water nor the City are selling or assigning, any other assets or properties of Blue Water or the City, and all such other assets and properties shall be excluded from the Purchased Assets (the "**Excluded Assets**"). Excluded Assets shall also include the following assets and properties of Blue Water or the City, as applicable:

(a) all cash and cash equivalents, bank accounts and securities of Blue Water, including its rights in accounts held by the Trustee under the Deposit Trust Account.

(b) all contracts that are not Assigned Contracts;

(c) all Intellectual Property other than the Intellectual Property Assets;

(d) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Blue Water, and any other books and records which Blue Water is prohibited from disclosing or transferring to Buyer under applicable Law and is required by applicable Law to retain;

(e) all insurance policies of Blue Water or the City and all rights to applicable claims and proceeds thereunder;

(f) the rights which accrue or will accrue to Blue Water or the City under the Transaction Documents; and

(g) provided it is not included in the Inventory or used by the Telecom System, telecommunications equipment that is both (i) owned and used by the City in its municipal governmental operations and located at its facilities other than the property used by the Telecom System located at 200 Church Street, Burlington, Vermont, and (ii) not held or used for operation by any third-party department office to another department office or to the interconnection point with the Telecom System;

(h) cash and cash equivalents in hand or in bank accounts, including the Operating Fund established by the City under the Deposit Trust Agreement; or any other rights in accounts held by the Trustee under the Deposit Trust Agreement;

(i) Employee contracts and assets attributable to or related to employees of the City, including any benefit, pension or retirement plan;

(j) the public records of the City relating to Burlington Telecom;

(k) rights to refunds of taxes and governmental impositions, if any, payable with respect to the assets, properties or operations of the City;

(l) any insurance policy, bond, letter of credit or other similar item, and any cash surrender value in regard thereto;

(m) except as otherwise provided in Section 2.01(k) all rights and claims against third parties based on conduct, actions, facts, circumstances, or conditions arising or occurring before the date hereof held by or in favor of the City; and

- (n) rights of the City under the Existing CPGs.

Section 2.03 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge when due only the following Liabilities of Blue Water and the City (collectively, the “**Assumed Liabilities**”), and no other liabilities:

(a) all trade accounts payable of Blue Water or the City to third parties in connection with the Telecom System that remain unpaid and are not delinquent as of the Closing Date and that either are reflected on the Interim Balance Sheet Date or arose in the ordinary course of business consistent with past practice since the Interim Balance Sheet Date; and

(b) all liabilities in respect of the Assigned Contracts but only to the extent that such liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of business and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Blue Water or the City on or prior to the Closing.

Section 2.04 Excluded Liabilities. Notwithstanding the provisions of Section 2.03 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform or discharge any liabilities of Blue Water or the City or any of their Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the “**Excluded Liabilities**”). Blue Water and the City shall, and shall cause each of their Affiliates to, pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

(a) any liabilities or obligations arising out of or relating to the City’s or Blue Water’s ownership or operation of the Telecom System and the Purchased Assets prior to the Closing Date;

(b) any liabilities or obligations relating to or arising out of the Excluded Assets;

(c) any liabilities or obligations for (i) Taxes relating to the Telecom System, the Purchased Assets or the Assumed Liabilities for any taxable period ending on or prior to the Closing Date and (ii) any other Taxes of Blue Water (other than Taxes allocated to Buyer under Section 9.07) for any taxable period;

(d) except as specifically provided in Section 8.01, any liabilities or obligations of the City relating to or arising out of (i) the employment, or termination of employment, of any Employee prior to the Closing, or (ii) workers’ compensation claims of any Employee which relate to events occurring prior to the Closing Date;

(e) any liabilities or obligations of Blue Water or the City arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants,

advisers and others; and

(f) any Benefit Plan Liability.

Section 2.05 Purchase Price. The aggregate Purchase Price shall be Thirty Million Eight Hundred Thousand and 00/100s Dollars (\$30,800,000.00) (the “Purchase Price”) subject to adjustment as set forth in Section 2.06, Section 2.07 and Section 2.08, plus the assumption of Assumed Liabilities.

Section 2.06 Purchase Price Adjustment for Capital Expenditures and Performance. The Purchase Price assumes that the City will expend Two Million Five Hundred Thousand and 00/100s Dollars (\$2,500,000.00) for capital improvements in fiscal year 2018. The City shall provide in the City Certificate a statement of capital expenditures funded in fiscal year 2018 and, if applicable, fiscal year 2019. Any shortfall of the \$2,500,000 budget for fiscal year 2018 shall result in a downward adjustment to the Purchase Price. Buyer agrees to increase the Purchase Price by any capital expenditures pre-approved by Buyer and made in fiscal year 2019, if applicable. Buyer also agrees to increase the Purchase Price if the Telecom System’s EBITDA (determined in accordance with GAAP subject to any exceptions listed on Section 2.06 of the Disclosure Schedules) exceeds \$4.05 million for the fiscal year ending June 30, 2018, by multiplying the incremental EBITDA over \$4.05 million by a multiple of 4 (the “Excess EBITDA Adjustment”). Buyer shall provide its calculation of the Telecom System’s EBITDA and the Excess EBITDA Adjustment at the same time that it provides the True-Up Adjustment to the City under Section 2.08 or as soon thereafter as reasonably practicable (with the review and response dates equitably adjusted). The City and Blue Water shall have the Review Period to review and submit any objections to Buyer’s calculation of the Telecom System’s EBITDA and Excess EBITDA Adjustment. The provisions of Section 2.08(b) shall apply to the examination, review and resolution of any objections relating to the determination of the Excess EBITDA Adjustment.

Section 2.07 Purchase Price Adjustment for Cost of Motor Vehicle Financing. In the event that any financing lease of any Motor Vehicle is not assignable, the Purchase Price shall be increased by the amount of the lease buy out with respect to each such Leased Motor Vehicle. Such amounts and leases shall be set forth on Section 2.07 of the Disclosure Schedules. All Motor Vehicles will be transferred to Buyer free and clear of all Encumbrances at Closing.

Section 2.08 True-Up Adjustment.

(a) *Working Capital Adjustment.* At the Closing, the City shall deliver a City Certificate stating the estimated Closing Working Capital (the “Closing Adjustment”). At Closing, the Purchase Price shall be adjusted either upward or downward by the Closing Adjustment so that zero Closing Working Capital is achieved. Within forty-five (45) days from the Closing, Buyer shall calculate the actual Closing Working Capital (the “True-Up Adjustment”). If the True-Up Adjustment is less than Ten Thousand Dollars (\$10,000) no further adjustment shall be made to the Purchase Price. If the True-Up Adjustment is over Ten Thousand Dollars (\$10,000), then the parties agree to make a further adjustment to the Purchase Price (either upward or downward as applicable). An illustrative calculation of the Closing

Working Capital, assuming the Closing Date was on October 31, 2017, is attached as Schedule 2.08(a) of the Disclosure Schedules.

(b) *Examination and Review.*

(i) After receipt of the proposed True-Up Adjustment, the City shall have thirty (30) days (the “**Review Period**”) to review the proposed True-Up Adjustment. During the Review Period, the City and the City’s accountants shall have full access to the relevant books and records of Buyer, the personnel of, and work papers prepared by, Buyer and/or Buyer’s accountants to the extent that they relate to the True-Up Adjustment and to such historical financial information (to the extent in Buyer’s possession) relating to the True-Up Adjustment as the City may reasonably request for the purpose of reviewing the proposed True-Up Adjustment and to prepare a Statement of Objections (defined below), *provided, that* such access shall be in a manner that does not unreasonably interfere with the normal business operations of Buyer.

(ii) On or prior to the last day of the Review Period, the City may object to the proposed True-Up Adjustment by delivering to Buyer a written statement setting forth the City’s objections in reasonable detail, indicating each disputed item or amount and the basis for the City’s disagreement therewith (the “**Statement of Objections**”). If the City fails to deliver the Statement of Objections before the expiration of the Review Period, the proposed True-Up Adjustment shall be deemed to have been accepted by the City. If the City delivers the Statement of Objections before the expiration of the Review Period, Buyer and the City shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the “**Resolution Period**”), and, if the same are so resolved within the Resolution Period, the True-Up Adjustment with such changes as may have been previously agreed in writing by Buyer and the City, shall be final and binding.

(iii) If the City and Buyer fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute (“**Disputed Amounts**” and any amounts not so disputed, the “**Undisputed Amounts**”) shall be submitted for resolution to the office of Grant Thornton or, if Grant Thornton is unable to serve, Buyer and the City shall appoint by mutual agreement the office of an impartial nationally recognized firm of independent certified public accountants other than the City’s accountants or Buyer’s accountants (the “**Independent Accountant**”) who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the True-Up Adjustment, as the case may be. The parties hereto agree that all adjustments shall be made without regard to materiality. The Independent Accountant shall only decide the specific items under dispute by the parties and its decision for each Disputed Amount must be within the range of values assigned to each such item in the proposed True-Up Adjustment and the Statement of Objections, respectively.

(iv) The fees and expenses of the Independent Accountant shall be paid by the City, on the one hand, and Buyer, on the other hand, based upon the percentage that the amount actually contested but not awarded to the City or Buyer, respectively,

bears to the aggregate amount actually contested by the City and Buyer. The Independent Accountant shall make a determination as soon as practicable within thirty (30) days (or such other time as the parties hereto shall agree in writing) after its engagement, and its resolution of the Disputed Amounts and its adjustments to the True-Up Adjustment shall be conclusive and binding upon the parties hereto. Except as otherwise provided herein, any payment of the True-Up Adjustment, together with interest calculated as set forth below, shall (A) be due (x) within five Business Days of acceptance of the applicable True-Up Adjustment or (y) if there are Disputed Amounts, then within five Business Days of the resolution described herein; and (B) be paid by wire transfer of immediately available funds to such account as is directed by Buyer or the City, as the case may be. Any payment of the True-Up Adjustment owed by the City to Buyer shall be paid by the Escrow Agent from the Escrow Amount pursuant to the terms of the Escrow Agreement. The amount of any True-Up Adjustment shall bear interest from and including the Closing Date to and including the date of payment at a rate per annum equal to four percent (4%). Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

(c) *Adjustments for Tax Purposes.* Any payments made pursuant to Section 2.08 shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law.

Section 2.09 Non-assignable Assets.

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section, to the extent that the sale, assignment, transfer, conveyance or delivery, or attempted sale, assignment, transfer, conveyance or delivery, to Buyer of any Purchased Asset would result in a violation of applicable Law, or would require the consent, authorization, approval or waiver of a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (including any Governmental Authority), and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery, or an attempted sale, assignment, transfer, conveyance or delivery, thereof; *provided, however*, that, subject to the satisfaction or waiver of the closing conditions, the Closing shall occur notwithstanding the foregoing without any adjustment to the Purchase Price on account thereof. Following the Closing, the City and Buyer shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution or amendment required to novate all liabilities and obligations under any and all Assigned Contracts or other liabilities that constitute Assumed Liabilities or to obtain in writing the unconditional release of all parties to such arrangements, so that, in any case, Buyer shall be solely responsible for such liabilities and obligations from and after the Closing Date; *provided, however*, that neither the City nor Buyer shall be required to pay any consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, the City shall sell, assign, transfer, convey and deliver to Buyer the relevant Purchased Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration.

(b) To the extent that any Purchased Asset and/or Assumed Liability cannot

be transferred to Buyer following the Closing pursuant to this **Section 2.09**, Buyer and the City shall use commercially reasonable efforts to enter into such arrangements (such as subleasing, sublicensing or subcontracting) to provide to the parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Purchased Asset and/or Assumed Liability to Buyer as of the Closing and the performance by Buyer of its obligations with respect thereto. Buyer shall, as agent or subcontractor for the City pay, perform and discharge fully the liabilities and obligations of the City thereunder from and after the Closing Date. To the extent permitted under applicable Law, the City shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, such Purchased Asset and all income, proceeds and other monies received by the City to the extent related to such Purchased Asset in connection with the arrangements under this Section. The City shall be permitted to set off against such amounts all direct costs associated with the retention and maintenance of such Purchased Assets.

Section 2.10 Payment of Purchase Price. Buyer shall pay the Purchase Price, less the Escrow Amount, at Closing via wire transfer pursuant to the wire transfer instructions provided by each of Blue Water and the City and in conformance with the instructions for allocation and distribution, which shall be set forth on the Blue Water/City Closing Statement, which will be signed by the parties hereto at Closing, to be executed and delivered at the Closing in a form reasonably acceptable to the parties thereto (the "Blue Water/City Closing Statement"). The Escrow Amount shall be deposited by wire transfer of immediately available funds into an account designated by the Escrow Agent and shall be held and distributed in accordance with the terms of the Escrow Agreement to satisfy (a) any adjustments to the Purchase Price in favor of Buyer pursuant to Section 2.08; and (ii) any and all claims made by Buyer or any other Buyer Indemnitee against Blue Water or the City pursuant to ARTICLE XI.

Section 2.11 Allocation of Purchase Price. The City, Blue Water and Buyer agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the allocation schedule (the "**Allocation Schedule**"). A draft of the Allocation Schedule shall be prepared by Buyer and delivered to the City and Blue Water within thirty (30) days prior to the proposed the Closing Date. If the City or Blue Water notifies Buyer in writing that the City or Blue Water objects to one or more items reflected in the Allocation Schedule, the City, Blue Water and Buyer shall negotiate in good faith to resolve such dispute; *provided, however*, that if the City, Blue Water and Buyer are unable to resolve any dispute with respect to the Allocation Schedule prior to the Closing Date such dispute shall be resolved by the Independent Accountant within one hundred twenty (120) days following the Closing Date. The fees and expenses of the Independent Accountant incurred under this Section 2.11 shall be borne equally by the City, Blue Water and Buyer. Buyer, the City and Blue Water shall file all Tax Returns, as applicable (including amended returns and claims for refund) and information reports in a manner consistent with the Allocation Schedule. Any adjustments to the Purchase Price pursuant to this ARTICLE II shall be allocated in a manner consistent with the Allocation Schedule.

Section 2.12 Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that Buyer may be required to deduct and withhold under any provision of Tax Law. All such withheld amounts shall be treated as delivered to the City or Blue Water hereunder.

ARTICLE III CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall take place at the offices of Primmer Piper Eggleston & Cramer PC, 30 Main Street, Suite 500, Burlington, VT as soon as practicable, or at the election of the City and Buyer, on the first business day of the month following PUC’s issuance of new CPGs to Buyer to operate the Telecom System and, if applicable, Certificate(s) of Consent under Title 30 of the Vermont Statutes and in any event thirty (30) days following PUC’s issuance of new CPGs to Buyer to operate the Telecom System (“**Closing Date**”). The parties agree that the Closing shall be deemed effective as of the Effective Time.

Section 3.02 Closing Deliverables.

(a) At the Closing, Blue Water and the City shall deliver to Buyer the following:

- (i) the Escrow Agreement duly executed by Blue Water and the City;
- (ii) a bill of sale, in a form reasonably acceptable to the parties (the “**Bill of Sale and Assignment**”), duly executed by Blue Water and the City, transferring their respective interests in the Purchased Assets to Buyer;
- (iii) all other Transaction Documents to which Blue Water and the City are a party duly executed by each of Blue Water and the City;
- (iv) the Blue Water/City Closing Statement;
- (v) the FIRPTA Certificate;
- (vi) non-competition agreements from each of Blue Water and the City in a form reasonably acceptable to the parties thereto, containing customary 5-year non-competition, non-solicitation and confidentiality provisions which shall expressly carve out passive investments (the “**Non-Compete Agreements**”);
- (vii) the Services Agreement required under Section 9.02;
- (viii) any consents, authorizations, orders or approvals required under Section 10.01(b);
- (ix) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement; and
- (x) the Blue Water Officer’s Certificate and the City Certificate.

(b) At the Closing, Buyer shall deliver to Blue Water and the City the

following:

- (i) the Purchase Price, less the Escrow Amount, in the manner set forth in the Blue Water/City Closing Statement;
 - (ii) the Escrow Agreement duly executed by Buyer;
 - (iii) all Transaction Documents to which Buyer is a party duly executed by Buyer;
 - (iv) Buyer's Closing Certificates; and
 - (v) Buyer's Secretary Certificates.
- (c) At the Closing, Buyer shall deliver the Escrow Amount to the Escrow Agent pursuant to the Escrow Agreement.

ARTICLE IV REPRESENTATION AND WARRANTIES OF BUYER

Buyer represents and warrants to the City and to Blue Water that the statements contained in this Article IV are true and correct as of the date hereof and as of the Closing Date.

Section 4.01 Organization. Buyer is a Vermont limited liability company duly organized, validly existing and in good standing under the Laws of the state of Vermont.

Section 4.02 Authority. Buyer has all necessary company power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite company action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Blue Water and the City) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). When each other Transaction Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Buyer enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 4.03 No Conflicts; No Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) result in a violation or breach of any provision of the certificate of organization or operating agreement of Buyer; (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which Buyer is a party, except in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to give notice would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except for the new CPGs from the PUC to be applied for and acquired by Buyer and such consents, approvals, Permits, Governmental Orders, declarations, filings or notices which, in the aggregate, would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby and thereby.

Section 4.04 Brokers. Except as set forth on Section 4.04 of the Disclosure Schedules, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Schurz or Buyer.

Section 4.05 Sufficiency of Funds. Schurz has, as of the execution of this Agreement, and Buyer will have at Closing sufficient cash on hand or other sources of immediately available funds to enable Buyer to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement. Buyer's obligation to consummate the transactions contemplated hereby is not subject to its or any of its Affiliates obtaining financing.

Section 4.06 Solvency. Immediately after giving effect to the transactions contemplated hereby, Buyer shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on the Telecom System. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or Blue Water or the City. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

Section 4.07 Legal Proceedings. There are no actions, suits, claims, investigations or other legal proceedings pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.08 Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of the Telecom System and the Purchased Assets, and

acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the City for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of the City and Blue Water set forth in this Agreement (including related portions of the Disclosure Schedules); and (b) neither Blue Water nor the City has made any representation or warranty, except as expressly set forth in this Agreement (including the related portions of the Disclosure Schedules).

Section 4.09 Public Utility Commission Criteria for Entity Seeking CPG and Liquidity. Buyer is not aware of any fact, circumstance, condition, or reason that would prevent it from meeting the EMCO criteria set forth in PUC Rule 8.214(B) or other criteria required under Title 30 of the Vermont Statutes Annotated to qualify to obtain a cable television CPG from the PUC, including but not limited to the financial soundness and stability of Buyer and the experience and ability of the applicant to run and manage a cable television system. Buyer will have sufficient financial capacity to maintain the current capabilities of the Telecom System.

Section 4.10 Qualified Purchaser. Schurz meets the definition of a Qualified Purchaser.

Section 4.11 Financial Statements. Schurz has made available to the City's financial consultant copies of financial statement information sufficient for the City to verify the sources of funds to pay the Purchase Price and the ongoing capital adequacy of Schurz and its ability to fund the capital adequacy of Buyer, which financial statements fairly present in all material respects the financial condition of Schurz as of the respective dates they were prepared.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BLUE WATER

Except as set forth in the Disclosure Schedules, Blue Water represents and warrants to Buyer and the City that the statements contained in this Section are true and correct as of the date hereof and as of the Closing Date.

Section 5.01 Organization and Qualification of Blue Water. Blue Water is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Vermont and has all necessary power and authority to own or lease the properties and assets now owned or leased by it and to carry on the Telecom System as currently conducted.

Section 5.02 Authority of Blue Water. Blue Water has all necessary company power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Blue Water of this Agreement and any other Transaction Document to which it is a party, the performance by it of its obligations hereunder and thereunder and the consummation by Blue Water of the transactions contemplated hereby and thereby have been duly authorized by all requisite company action on the part of Blue Water. This Agreement has been duly executed and delivered by Blue Water, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a

legal, valid and binding obligation of Blue Water, enforceable against Blue Water in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). When each other Transaction Document to which Blue Water is or will be a party has been duly executed and delivered by Blue Water (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Blue Water enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 5.03 Title to Purchased Assets. Blue Water has good and valid title to and is the beneficial owner of the Purchased Assets, free and clear of Encumbrances, except for the lien held by Community Bank N.A. (formerly known as Merchants Bank), the lease to the City (which will be terminated at Closing) and as further described on Section 5.03 of the Disclosure Schedules and Permitted Encumbrances, and will transfer and deliver good and valid title to the Purchased Assets free and clear of Encumbrances, except Permitted Encumbrances.

Section 5.04 No Conflicts; Consents. The execution, delivery and performance by Blue Water of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) result in a violation or breach of any provision of the certificate of organization or the operating agreement of Blue Water or any ordinances, statutes or laws of the State; (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to Blue Water, the organization or the Purchased Assets; or (c) except as set forth in Section 5.04 of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any Material Contract; except in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to give notice would not have a Material Adverse Effect. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Blue Water in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except for the new CPGs to be applied for and acquired by Buyer, a Certificate of Consent under Title 30 of the Vermont Statutes to be obtained by Blue Water, and such consents, approvals, Permits, Governmental Orders, declarations, filings or notices which, in the aggregate, would not have a Material Adverse Effect.

Section 5.05 Employees and Benefit Plans. Blue Water does not have any employees and does not and has not maintained any: (a) employee benefit plan within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended; (b) equity based compensation arrangements; (c) deferred compensation arrangements; (d) change in control agreements; (e) severance programs or policies; or (f) vacation or paid time off programs or policies.

Section 5.06 City Representations and Warranties. To the actual knowledge of Blue Water and without any obligation to perform investigations or make due inquiry, all of the representations and warranties of the City made in this Agreement are true, accurate and complete.

Section 5.07 No Other Representations and Warranties. Except for the representations and warranties contained in this ARTICLE V (including the related portions of the Disclosure Schedules), neither Blue Water nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Blue Water, including any representation or warranty as to the accuracy or completeness of any information regarding the Telecom System and the Purchased Assets furnished or made available to Buyer and its Representatives or as to the future revenue, profitability or success of the Telecom System, or any representation or warranty arising from statute or otherwise in law.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF THE CITY

The City represents and warrants to Buyer that the statements contained in this **ARTICLE VI** are true and correct as of the date hereof and as of the Closing Date.

Section 6.01 Organization and Authority of the City. The City is a municipal corporation and political subdivision of the State of Vermont and has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Telecom System as currently conducted. The City is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Telecom System as currently conducted makes such licensing or qualification necessary.

Section 6.02 Authority of the City. The City has all necessary power and authority to enter into this Agreement and the other Transaction Documents to which the City is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the City of this Agreement and any other Transaction Document to which the City is a party, the performance by the City of its obligations hereunder and thereunder and the consummation by the City of the transactions contemplated hereby and thereby have been duly authorized by the City Council. This Agreement has been duly executed and delivered by the City, and (assuming due authorization, execution and delivery by Blue Water and Buyer) this Agreement constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). When each other Transaction Document to which the City is or will be a party has been duly executed and delivered by the City (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of the City enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought

in a proceeding at law or in equity).

Section 6.03 No Conflicts; Consents. The execution, delivery and performance by the City of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) result in a violation or breach of any provision of its Charter; (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to the City; or (c) except as set forth in Section 6.03 of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which the City is a party, except in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to give notice would not have a material adverse effect on the City's ability to consummate the transactions contemplated hereby. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to City in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except for the new CPGs to be applied for and acquired by Buyer, the Certificate of Consent to be required by the City under Title 30 of the Vermont Statutes (if applicable), the FCC approval to transfer the International Section 214 Authority, and such consents, approvals, Permits, Governmental Orders, declarations, filings or notices which would not have a material adverse effect on the City's ability to consummate the transactions contemplated hereby and thereby.

Section 6.04 System Contracts. Section 2.01(c) of the Disclosure Schedules lists each of the System Contracts (a) by which any of the Purchased Assets are bound or affected or (b) to which the City (or Blue Water as assignee) is a party or by which it is bound in connection with the Telecom System or the Purchased Assets (together with all Intellectual Property Agreements listed in Section 6.07 of the Disclosure Schedules, collectively, the "**System Contracts**"). Each System Contract is valid and binding on the City (or Blue Water as assignee) in accordance with its terms and is in full force and effect. None of City or, to City's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any System Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any System Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each System Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Buyer. There are no material disputes pending or threatened under any contract included in the Purchased Assets.

Section 6.05 Title to Purchased Assets. Except as set forth in Section 6.05 of the Disclosure Schedules, the City transferred good and valid title to, or a valid leasehold interest in, all the Purchased Assets to Blue Water free and clear of Encumbrances except for Permitted Encumbrances.

Section 6.06 Sufficiency of Assets. Except as set forth in Section 6.06 of the Disclosure Schedules, the buildings, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property included in the Purchased Assets are structurally sound, are in good operating condition and repair (ordinary wear and tear excepted), and are adequate for

the uses to which they are being put, and none of such buildings, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Telecom System after the Closing in substantially the same manner as conducted prior to the Closing and (except for the CPGs to be applied for and acquired by Buyer) constitute all of the rights, property and assets necessary to conduct the Telecom System as currently conducted. None of the Excluded Assets are material to the operation of the Telecom System.

Section 6.07 Intellectual Property. Section 6.07 of the Disclosure Schedules lists (a) all Intellectual Property Registrations and (b) all Intellectual Property Agreements. Except as set forth in Section 6.07 of the Disclosure Schedules, the City and/or Blue Water owns or has the right to use all material Intellectual Property Assets and the Intellectual Property licensed to the City or Blue Water under the Intellectual Property Agreements. To City's Knowledge: (i) the conduct of the Telecom System as currently conducted does not infringe, misappropriate, dilute or otherwise violate the Intellectual Property of any Person; and (ii) no Person is infringing, misappropriating or otherwise violating any Intellectual Property Assets.

Section 6.08 Legal Proceedings; Governmental Orders.

(a) Except as set forth in Section 6.08 of the Disclosure Schedules, there are no actions, suits, claims, investigations or other legal proceedings pending or, to the City's Knowledge, threatened against or by the City or Blue Water (i) relating to or affecting the Telecom System, the Purchased Assets or the Assumed Liabilities, or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such action, suit, claim, investigation or other legal proceeding.

(b) Except as set forth in Section 6.08(b) of the Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Telecom System or the Purchased Assets. The City is in compliance with the terms of each Governmental Order set forth in Section 6.08(b) of the Disclosure Schedules. No event has occurred or circumstances exist that may constitute or result in (with or without notice or lapse of time) a violation of any such Governmental Order.

Section 6.09 Financial Statements. Complete copies of the financial statements consisting of the Audited City of Burlington Statement of Net Position of the Telecom System, as at June 30 in each of the years 2016, and 2015 and the related statements of Revenues, Expenses and Changes in Fund Net Position and Statement of Cash Flows for the years then ended (the "**Historical Financial Statements**"), and unaudited financial statements consisting of the Income Statement of the Telecom System as at June 30, 2017 and October 31, 2017 (the "**Interim Financial Statements**" and together with the Historical Financial Statements, the "**Financial Statements**") are included in the Disclosure Schedules. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis from FY 2016 (July 1, 2015) and, except as noted on Section 6.09 of the Disclosure Schedule, the Financial Statements for all prior periods have been prepared in accordance with GAAP applied on a consistent basis. The Interim Financial Statements are subject to normal and recurring year-end

adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Historical Financial Statements). The Financial Statements are based on the books and records of the Telecom System, and fairly present the financial condition of the Telecom System as of the respective dates they were prepared and the results of the operations of the Telecom System for the periods indicated. The Statement of Net Position of the Telecom System as of June 30, 2017 is referred to herein as the “**Statement of Net Position**” and the date thereof as the “**Statement of Net Position Date**” and the Income Statement of the Telecom System as of October 31, 2017 is referred to herein as the “**Interim Income Statement**” and the date thereof as the “**Interim Income Statement Date**”. The City maintains a standard system of accounting for the Telecom System established and administered in accordance with GAAP. The City has no Liabilities with respect to the Telecom System, except (a) those which are adequately reflected or reserved against in the Statement of Net Position, and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Statement of Net Position Date and which are not, individually or in the aggregate, material in amount.

Section 6.10 Absence of Certain Changes, Events and Conditions. Since the Statement of Net Position Date, and other than in the ordinary course of business consistent with past practice, there has not been any:

(a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) material change in any method of accounting or accounting practice for the Telecom System, except as required by GAAP or as disclosed in the notes to the Financial Statements;

(c) material change in cash management practices and policies, practices and procedures with respect to collection of Accounts, establishment of reserves for uncollectible Accounts, accrual of Accounts, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(d) entry into any contract requiring expenditures or generating revenue in excess of \$25,000 annually that would constitute a System Contract;

(e) incurrence, assumption or guarantee of any indebtedness for borrowed money in connection with the Telecom System except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice;

(f) transfer, assignment, sale or other disposition of any of the assets of the Telecom System, except for the sale of Inventory in the ordinary course of business;

(g) cancellation of any debts or claims or amendment, termination or waiver of any rights constituting Purchased Assets;

(h) transfer, assignment or grant of any license or sublicense of any material rights under or with respect to any Intellectual Property Assets or Intellectual Property Agreements;

(i) material damage, destruction or loss, or any material interruption in use, of any Purchased Assets, whether or not covered by insurance;

(j) acceleration, termination, material modification to or cancellation of any Assigned Contract or Permit;

(k) material capital expenditures which would constitute an Assumed Liability;

(l) imposition of any Encumbrance upon any of the Purchased Assets other than Permitted Encumbrances;

(m) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of any current or former employees, officers, directors, independent contractors or consultants of the Telecom System, other than as provided for in any written agreements or required by applicable Law, (ii) change in the terms of employment for any employee of the Telecom System or any termination of any employees for which the aggregate costs and expenses exceed \$25,000, or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, consultant or independent contractor of the Telecom System;

(n) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant of the Telecom System, (ii) Benefit Plan, or (iii) collective bargaining or other agreement with a Union, in each case whether written or oral;

(o) any loan to (or forgiveness of any loan to), or entry into any other transaction with, any current or former directors, officers or employees of the Telecom System;

(p) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;

(q) purchase, lease or other acquisition of the right to own, use or lease any property or assets in connection with the Telecom System for an amount in excess of \$25,000, individually (in the case of a lease, per annum) or \$100,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of Inventory or supplies in the ordinary course of business consistent with past practice; and

(r) any contract or agreement to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 6.11 Compliance With Laws; Permits.

(a) Except as set forth in Section 6.08 of the Disclosure Schedules, the City and Blue Water have complied, and are now complying, in all material respects with all Laws applicable to the conduct of the Telecom System as currently conducted or the ownership and use of the Purchased Assets.

(b) All Permits required for the City and Blue Water to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by the City and Blue Water and are valid and in full force and effect, except as set forth on Schedule 6.08. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Section 6.08 of the Disclosure Schedules lists all current Permits issued to the City and/or Blue Water which are related to the conduct of the Telecom System as currently conducted or the ownership and use of the Purchased Assets, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Section 6.08 of the Disclosure Schedules.

Section 6.12 Environmental Matters.

(a) Except as set forth in Section 6.12(a) of the Disclosure Schedules, to the City's Knowledge, the operations of the City and Blue Water with respect to the Telecom System and the Purchased Assets are in compliance with all Environmental Laws. Except as set forth in Section 6.12(a) of the Disclosure Schedules, the City has not received from any Person, with respect to the Business or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

(b) Except as set forth in Section 6.12(b) of the Disclosure Schedules, to the City's Knowledge, the City and Blue Water have obtained and are in material compliance with all material Environmental Permits (each of which is disclosed in Section 6.12(b) of the Disclosure Schedules) necessary for the conduct of the Telecom System as currently conducted or the ownership, lease, operation or use of the Purchased Assets.

(c) None of the Real Property Interests is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) Except as set forth in Section 6.12(d) of the Disclosure Schedules, to City's Knowledge, there has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the Telecom System, the Purchased Assets or any Real Property Interests, and neither the City nor Blue Water has received any Environmental Notice that the Telecom System or any of the Purchased Assets or Real Property Interests has been contaminated with any Hazardous Material that would reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, the City or Blue Water.

(e) The City has previously delivered to Buyer any and all material environmental reports, studies, audits, records, sampling data, site assessments and other similar documents with respect to the Telecom System, the Purchased Assets or any Real Property Interests that are in the possession or control of the City or Blue Water.

Section 6.13 Employee Benefit Matters. Section 6.13 of the Disclosure Schedules contains a list of each material benefit, retirement, employment, consulting, compensation, incentive, bonus, stock option, restricted stock, stock appreciation right, phantom equity, change in control, severance, vacation, paid time off, welfare and fringe-benefit agreement, plan, policy and program in effect and covering one or more Employees and/or former employees of the City in connection with the Telecom System, and is maintained, sponsored, contributed to, or required to be contributed to by the City, or under which the City has any liability for premiums or benefits (as listed on Section 6.13 of the Disclosure Schedules, each, a “Benefit Plan”). The representations and warranties set forth in this Section 6.13 are the City’s sole and exclusive representations and warranties regarding employee benefit matters.

Section 6.14 Employment Matters.

(a) Section 6.14(a) of the Disclosure Schedules contains a list of all persons who are employees, independent contractors or consultants of the Telecom System as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full or part time); (iii) hire date; (iv) current annual base compensation rate; (v) commission, bonus or other incentive-based compensation; and (vi) a description of the fringe benefits provided to each such individual as of the date hereof. Except as set forth in Section 6.14(a) of the Disclosure Schedules, as of the date hereof, all compensation, including wages, commissions and bonuses payable to all employees, independent contractors or consultants of the Telecom System for services performed on or prior to the date hereof have been paid in full and there are no outstanding agreements, understandings or commitments of the City or Blue Water with respect to any compensation, commissions or bonuses.

(b) Except as set forth in Section 6.14(b) of the Disclosure Schedules, the City or Blue Water are not, and have not been for the past five (5) years, a party to, bound by, or negotiating any collective bargaining agreement or other contract or agreement with a union, works council or labor organization (collectively, “**Union**”) applicable to the Telecom System, and there is not, and has not been for the past five (5) years, any Union representing or purporting to represent any employee of Telecom System, and, to City’s Knowledge, no Union or group of employees of the Telecom System is seeking or has sought to organize employees for the purpose of collective bargaining. There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting the Telecom System or Blue Water or any employees of the Telecom System. Neither the City nor Blue Water has any duty to bargain with any Union regarding the Telecom System.

(c) The City and Blue Water are and have been in compliance in all material respects with all applicable Laws pertaining to employment and employment practices to the

extent they relate to employees of the Telecom System, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence and unemployment insurance. All individuals characterized and treated by the City or Blue Water as consultants or independent contractors of the Telecom System are properly treated as independent contractors under all applicable Laws. All employees of the Telecom System classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified in all material respects. There are no Actions against the City or Blue Water pending, or to the City's Knowledge, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any current or former applicant, employee, consultant, volunteer, intern or independent contractor of the Telecom System, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay, wages and hours or any other employment related matter arising under applicable Laws.

Section 6.15 Taxes.

(a) The City and Blue Water have filed (taking into account any valid extensions) all Tax Returns with respect to the Business required to be filed by the City or Blue Water, such Tax Returns are complete and accurate in all material respects, and the City and Blue Water have paid all Taxes shown thereon as owing. Neither the City nor Blue Water is currently the beneficiary of any extension of time within which to file any Tax Return other than extensions of time to file Tax Returns obtained in the ordinary course of business. The Telecom System does not have nexus with any state other than Vermont which would allow such state to impose its taxing jurisdiction on it. There are no Tax Encumbrances upon any of the Purchased Assets, except Encumbrances for Taxes not yet due and payable. There are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any Tax Returns of the City or Blue Water relating to the Telecom System or the payment by, or the assessment against, the City or Blue Water relating to the Telecom System. There are no suits, actions, claims, investigations, inquiries or other proceedings pending or, to the City's Knowledge, threatened in respect of Taxes relating to the Telecom System, or any matters under discussion with any Governmental Authority relating to Taxes or any claims for additional Taxes asserted by any such authority. All Taxes that the City or Blue Water are or were required to withhold, deduct or collect with respect to the Telecom System have been duly withheld, deducted and collected and, to the extent required, have been paid to the proper Governmental Authorities.

(b) Neither the City nor Blue Water is a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

Section 6.16 Insurance. Section 6.16 of the Disclosure Schedules sets forth (a) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by the City and Blue Water or their Affiliates and relating to the Telecom System, the Purchased Assets or the Assumed Liabilities

(collectively, the “**Insurance Policies**”); and (b) with respect to the Telecom System, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for the City and Blue Water since [July 1, 2012]. There are no claims related to the Telecom System, the Purchased Assets or the Assumed Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither the City, Blue Water nor any of their Affiliates have received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if not yet due, accrued. All such Insurance Policies (i) are in full force and effect and enforceable in accordance with their terms; (ii) are provided by carriers who are financially solvent; and (iii) have not been subject to any lapse in coverage. None of the City, Blue Water or any of their Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Telecom System and are sufficient for compliance with all applicable Laws and System Contracts to which the City or Blue Water is a party or by which it is bound. True and complete copies of the Insurance Policies have been made available to Buyer.

Section 6.17 Retransmission Consent and Must-Carry; Rate Regulation; Copyright Compliance.

(a) Section 6.17(a) of the Disclosure Schedules sets forth a list of the stations within the Telecom System that have elected “must-carry” or retransmission consent status pursuant to the Cable Act. Except as described at Section 6.17(a) of the Disclosure Schedules, each station carried by the Telecom System is carried pursuant to a retransmission consent agreement, “must-carry” election or other programming agreement.

(b) The City or Blue Water has filed with the U.S. Copyright Office all required statements of account with respect to the Telecom System that were required to have been filed since June 30, 2015 in accordance with the Copyright Act of 1976 and regulations promulgated pursuant thereto, and the City or Blue Water have paid all royalty fees payable with respect to the Telecom System. Neither the City nor Blue Water has received any notice from the U.S. Copyright Office that any additional fees are owed. The City has delivered to Buyer true and complete copies of all statements of account referred to in this Section 6.17(b). The City has provided all notices to customers of its business required under the Communications Act. Neither the City nor Blue Water has received any written notice from the FCC (i) that it has not made such material filings or not provided such material notices, or (ii) that any rates charged for services provided by the Telecom System are not permitted rates under the rules and regulations of the FCC or (iii) alleging that it is not in compliance with the rules and regulations of the FCC.

(c) Except as described on Section 6.17(c) of the Disclosure Schedules, since October 2014, the Telecom System: (i) are and have been in compliance in all material respects with the Communications Act and all applicable rules of the FCC; or (ii) have made all material filings required to be made by it with the FCC in connection with the Telecom System or provided all material notices to customers of the Telecom System required under the Communications Act and the FCC’s rules and regulations. Neither the City nor Blue Water has,

since October 2014, received any notice that any Telecom System rates are not permitted rates under the rules and regulations of the FCC. Section 6.17(c) of the Disclosure Schedules sets forth a list, as of the date of this Agreement, of all pending rate complaints on file at the FCC with respect to the Telecom System.

(d) The City or Blue Water is permitted under all applicable requirements of the Communications Act and Section 111 of the Copyright Act, to receive and retransmit the video programming and other information that it currently makes available to the customers of the Telecom System. The City or Blue Water is permitted under all applicable requirements of the Communications Act to utilize all frequencies generated by the operation of the Telecom System and, where required, is licensed to operate all the facilities required by applicable Law to be licensed by the FCC. All reports, fees, filings, applications and other submissions of the City and Blue Water to the FCC and to the Copyright Office have been true and correct in all material respects.

(e) All necessary United States Federal Aviation Administration approvals have been obtained and all related notifications have been submitted and are effective with respect to the height and location of towers included in the Purchased Assets and all required FCC antenna structure registrations have been filed with respect to such towers.

Section 6.18 Headend Reports. The City has delivered true and correct unaudited, internal, monthly reports showing revenues and subscribers for the Telecom System (collectively, the “**Headend Reports**”) as of the end of each month from July 2015 through November 2017. The books and financial records of the City for the Telecom System comprising the Headend Reports are complete and correct in all material respects.

Section 6.19 Information on the Systems and Subscribers. Section 6.19 of the Disclosure Schedules sets forth a true, accurate and complete statement, to City’s Knowledge, as of the dates set forth in such Schedule, of the following information with respect to the Telecom System: (a) the total number of subscribers served; (b) the bandwidth capacity specified in MHz; (c) the channel line-up and rate card, and (d) the plant miles and fiber miles.

Section 6.20 Information Technology; Privacy and Data Security.

(a) Neither the City nor Blue Water has any Proprietary Software that is used by the City or Blue Water (or that is under development by the City or Blue Water) with respect to the Telecom System.

(b) The City and Blue Water have taken reasonably prudent actions to protect the data contained in the Information Technology Systems directly related to the Telecom System. The City and Blue Water have taken reasonably prudent actions to protect against (i) any protective, encryption, security, or lock-out devices that might in any way interrupt, discontinue, or otherwise adversely affect the use of such Information Technology Systems; and (ii) any so-called computer viruses, worms, trap or back doors, Trojan horses, or any other instructions, codes, programs, data, or materials (collectively, “**Malicious Instructions**”) that could improperly interfere with the operation or use of such Information Technology Systems.

(c) Except as set forth on Section 6.20(c) of the Disclosure Schedules, none of the Information Technology Systems related to the Telecom System has experienced any material bugs, failures, breakdowns, continued substandard performance, Malicious Instructions, data losses, data-integrity problems, hacking attempts, or security breaches that, alone or in the aggregate, have caused any substantial disruption or interruption in or to the use of any such Information Technology Systems.

(d) All of the Content used on the Information Technology Systems and on the web sites of the Telecom System is owned by or properly licensed to the City and Blue Water.

(e) The City and Blue Water are in compliance in all material respects with the privacy policies and notices publicly maintained by the City and Blue Water, and neither the City nor Blue Water has, to City's Knowledge, with respect to its data or systems, suffered any unauthorized access or disclosure, or been in violation of any applicable privacy or data security law, including the Electronic Communications Privacy Act of 1986 (18 U.S.C. §§2510-22) and those laws requiring notification to any Person or Governmental Authority, in connection with the confidential or personal information of any Person.

Section 6.21 Brokers. Except for Dorman & Fawcett, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the City.

Section 6.22 No Other Representations and Warranties. Except for the representations and warranties contained in this ARTICLE VI (including the related portions of the Disclosure Schedules), neither City nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the City, including any representation or warranty as to the accuracy or completeness of any information regarding the Telecom System and the Purchased Assets furnished or made available to Buyer and its Representatives or as to the future revenue, profitability or success of the Telecom System, or any representation or warranty arising from statute or otherwise in law.

ARTICLE VII CITY COVENANTS

Section 7.01 Conduct of Telecom System Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed), the City shall (a) conduct the Telecom System in the ordinary course of business and consistent with Prudent Utility Practice; (b) use commercially reasonable efforts to maintain and preserve intact its current Telecom System organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its Employees, customers, suppliers, regulators and others having relationships with the Telecom System; and (c) continue in the normal course of business to work toward accomplishing the projects in the fiscal year 2018 and fiscal year 2019 capital budgets, which are identified in Section 7.01 of the Disclosure Schedules. From the date hereof until the Closing Date, except as consented to in writing by Buyer (which consent shall not be

unreasonably withheld or delayed), the City shall not take, or allow to be taken, any action that would cause any of the changes, events or conditions described in Section 6.10 to occur.

Section 7.02 Access to Information. From the date hereof for thirty (30) days, the City shall (a) afford Buyer and its Representatives reasonable access to and the right to inspect all of the Purchase Assets and other documents and data related to the Telecom System; (b) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Telecom System as Buyer or any of its Representatives may reasonably request; and (c) instruct the Representatives of the City to cooperate with Buyer in its investigation of the Telecom System; *provided, however*, that any such investigation shall be conducted during normal Telecom System hours upon reasonable advance notice to the City, under the supervision of City personnel and in such a manner as not to interfere with the conduct of the Telecom System. Without limiting the foregoing, the City shall permit Buyer and its Representatives to conduct environmental due diligence of the Real Property Interests. All requests by Buyer for access pursuant to this **Section 7.02** shall be submitted or directed exclusively to Stephen Barraclough or such other individuals as the City may designate in writing from time to time. Notwithstanding anything to the contrary in this Agreement, the City shall not be required to disclose any information to Buyer if such disclosure would, in the City's sole discretion: (x) cause significant competitive harm to the City and the Telecom System, if the transactions contemplated by this Agreement are not consummated; (y) jeopardize any attorney-client or other privilege; or (z) contravene any applicable Law, fiduciary duty or binding agreement entered into prior to the date of this Agreement. Prior to the Closing, without the prior written consent of the City, which may be withheld for any reason, Buyer shall not contact any suppliers to, or customers of, the Telecom System. Buyer shall, and shall cause its Representatives to, abide by the terms of the Confidentiality Agreement with respect to any access or information provided pursuant to this **Section 7.02**. No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the City or Blue Water in this Agreement.

Section 7.03 Supplement to Disclosure Schedules. From time to time prior to the Closing, the City and Blue Water shall promptly notify Buyer in writing if either of them becomes aware of (a) any fact or condition that causes or constitutes a breach of any of the City's or Blue Water's representations and warranties made as of the date of this Agreement, or (b) the occurrence after the date of this Agreement of any fact or condition that could be reasonably likely to cause or constitute a breach of any such representation or warranty had that representation or warranty been made as of the time of the occurrence of, or the City's or Blue Water's discovery of, such fact or condition. Should any such fact or condition require any change to the Disclosure Schedule, the City shall promptly deliver to Buyer a supplement to the Disclosure Schedule specifying such change (each a "**Schedule Supplement**"). Such delivery shall not affect any rights of Buyer under ARTICLE XI and ARTICLE XII. During the same period, the City and Blue Water also shall promptly notify Buyer of the occurrence of any breach of any covenant of the City or Blue Water in this ARTICLE VII or of the occurrence of any event that may make the satisfaction of the conditions in ARTICLE X impossible or unlikely.

Section 7.04 No Solicitation of Other Offers. Between the date of this Agreement and the Closing Date, neither the City nor Blue Water will, directly or indirectly, through any officer, director, manager, representative, employee, Affiliate or agent, (a) solicit, initiate, encourage or

assist in the submission of any inquiries, proposals or offers from any person or entity relating to any sale (whether of assets or securities), merger, consolidation, business combination, spin-off, liquidation or similar transaction involving the Telecom System (each an “**Acquisition Proposal**”); (b) participate in any discussion or negotiation regarding an Acquisition Proposal or furnish to any person or entity any information concerning the fact that Blue Water and the City have entered into this Agreement with Buyer, or the transactions contemplated hereby; or (c) otherwise cooperate in any way with, or assist or participate in, facilitate or encourage any effort or attempt by any other person or entity to make or enter into an Acquisition Proposal. Blue Water and the City will promptly inform Buyer of any such Acquisition Proposal, including the material terms thereof and the identity of the person or entity making the same, and shall furnish Purchaser with a copy of any writing related to such Acquisition Proposal.

Section 7.05 Confidentiality. From and after the Closing, the City (subject to applicable Law) and Blue Water shall, and each shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause it or its respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Telecom System, except to the extent that the City or Blue Water can show that such information (a) is generally available to and known by the public through no fault of the City or Blue Water, any of their Affiliates or their respective Representatives; or (b) is lawfully acquired by the City or Blue Water, any of their Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If the City or Blue Water or any of their Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, the City and Blue Water shall promptly notify Buyer in writing and shall disclose only that portion of such information which Blue Water or the City is advised by its counsel in writing is legally required to be disclosed, *provided that* the City and Blue Water shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information. The parties also agree that the provisions of that certain Confidentiality Agreement between Schurz and the City dated September 14, 2017 shall survive the Contemplated Transactions.

Section 7.06 Due Diligence by Buyer. The City and Blue Water acknowledge and agree that Buyer will have a period of thirty (30) days after the date of execution of this Agreement to obtain title reports and complete other real estate due diligence (subject to Section 7.02, excluding environmental reports) in connection with the Leases. In the event Buyer discovers any such issue that will, or could reasonably be expected to, result in a material adverse effect on the value or operation of the Telecom System after the Closing, Buyer shall provide the City with reasonable notice of the discovery of such issue, and the City agrees to remedy such issue to Buyer’s reasonable satisfaction prior to the Closing.

ARTICLE VIII SCHURZ/BUYER COVENANTS

Section 8.01 Employees and Employee Benefits.

(a) Buyer shall offer employment effective on the Closing Date, to all of the Employees (such Employees are listed on Schedule 8.01 attached hereto), at the same salary

currently paid to such Employees, including Employees who are absent due to vacation, family leave, short-term disability or other approved leave of absence (the Employees who accept such employment and commence employment on the Closing Date, the **"Transferred Employees"**); *provided, however*, Buyer shall offer employment to Employees on family leave, short-term disability or other approved leave of absence once the Employee returns to work (and not before) at the same salary payable to such Employee prior to such leave of absence.

(b) Buyer shall offer all Transferred Employees employee benefit plans maintained by Buyer, which such benefit plans shall be generally consistent with plans offered to all other employees of Schurz.

(c) Effective as of the Closing, the Transferred Employees shall cease active participation in any City Benefit Plan. The City shall remain liable for all eligible claims for benefits under any applicable Benefit Plan incurred by the Employees prior to the Closing Date. For purposes of this Agreement, the following claims shall be deemed to be incurred as follows: (i) life, accidental death and dismemberment, short-term disability, and workers' compensation insurance benefits, on the event giving rise to such benefits; (ii) medical, vision, dental, and prescription drug benefits, on the date the applicable services, materials or supplies were provided; and (iii) long-term disability benefits, on the eligibility date determined by the long-term disability insurance carrier for the plan in which the applicable Employee participates.

(d) Except as provided in **Section 8.01(c)**, Buyer shall be liable and hold the City harmless for: (i) any statutory, common law, contractual or other severance with respect to any Employee, other than an Employee who has received an offer of employment by Buyer and declines such offer; and (ii) any claims relating to the employment of any Transferred Employee arising in connection with or following the Closing.

(e) This **Section 8.01** shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this **Section 8.01**, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this **Section 8.01**. Nothing contained herein, express or implied, shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement. The parties hereto acknowledge and agree that the terms set forth in this **Section 8.01** shall not create any right in any Transferred Employee or any other Person to any continued employment with Buyer or any of its Affiliates or compensation or benefits of any nature or kind whatsoever.

Section 8.02 Local Management Authority and Board Representation. Buyer's operating agreement will provide for its management by a seven person Board of Managers (the "Buyer Board") and the Buyer Board will retain and hire local managers to operate the business and such management personnel will be authorized to make decisions that are intended to, at a minimum, assure the continued provision of quality customer service and will be authorized to use customer service expertise from Schurz Affiliates to develop new initiatives. Buyer will use commercially reasonable efforts to extend customer service hours to include off hours evening and weekend customer service. Buyer's local management team will be empowered to work with local officials. Schurz corporate and broadband segment senior leadership teams will also use commercially reasonable efforts to visit Burlington on a regular basis and agree to periodic in-person meetings with elected public officials or members of the Burlington Telecom Advisory

Board (or its successor). Buyer Board will include one member to be appointed by the City provided the City elects the required minimum purchase rights set forth in Section 8.09 below and, if the City elects its maximum purchase rights set forth in Section 8.09 below, it may appoint a total of two members of the Board, which appointee(s) will have a strong background in telecommunications, business and/or finance. Local senior management will report to a regional/segment general manager on an operational basis and will regularly update the Buyer Board. Buyer will have an annual strategic plan, budget, that will be presented and approved by the Buyer Board and conduct an independent audit that will be presented to the Buyer Board and such audit will be disseminated to the City and publicly.

Section 8.03 Capital Improvements. Buyer has reviewed the City's budget for the Telecom System for the period of 2018 through 2021 and agrees to commit spending a minimum of \$6,200,000 and up to \$8,840,000 in capital projects in accordance with the existing capital plan without diluting the equity interest owned by the City, if any. Buyer is committed to use its commercially reasonable efforts to build out the network in Burlington by 2019 (except for the 120 homes that present affordable build challenges) as well as continuing to extend facilities and choice to the communities around Burlington. Buyer will remain committed to working with the City and Burlington Electric Department to find a solution to bring additional broadband options to the aforesaid 120 homes.

Section 8.04 Easements and Leases. At the Closing, the City and Buyer agree to enter into easement agreements for access to property located at 287 Shelburne Road, 1364 North Avenue, 1645 North Avenue and 123 North Street, owned by the City and described in the MOUs, which contains the fiber cables and other Telecom System equipment (the "**Easements**") and lease agreements for the buildings where necessary, including a portion of the Taft School located at 14 South Williams Street, for the benefit of Buyer (the "**School Leases**" and together with the Easements, the "**School Agreements**"), which shall be in forms reasonably acceptable to the parties. In addition, the City and Buyer will enter into a lease agreement at the Closing, which shall include the terms listed on the attached **Exhibit B** (the "**200 Church Street Lease Provisions**") for the premises currently occupied by the Telecom System located at 200 Church Street, which (a) shall be for a term of five years with three (3) five (5) year options to renew at market rates plus proportionate share of operating expenses, (b) shall contain a right of first refusal at market value in favor of Buyer should the City elect to sell the building, and (c) shall contain an option to purchase such building at fair market value (as determined by an independent valuation unless otherwise agreed by Buyer and the City) in favor of Buyer, exercisable by Buyer at any time during the third five (5) year option period following the Closing Date. In addition, the City and Buyer covenant to enter into a lease at the Closing for the storage, access and operation of the equipment at the Memorial Auditorium location, which shall include the terms listed on **Exhibit C** attached hereto (the "**Memorial Provisions**"). The leases to be entered into in connection with the Memorial Provisions and the 200 Church Street Provisions, together with the School Leases, are collectively referred to as the "**Leases**".

Section 8.05 Community Commitment. Buyer covenants to invest \$250,000 per year in the first ten (10) calendar years following Closing in Burlington to establish and support either a BTV Ignite Technology Innovation Fund that provides mentorship and seed capital to local start-ups or other to be determined community/economic development investment. In addition, Buyer will contribute \$50,000 per calendar year in the first ten (10) years following Closing to

establish a program in partnership with local resources to teach basic technical skills/competencies necessary for Burlington's high school students and workforce to remain relevant and improve employment prospects in today's work environment. Buyer and the City agree that they will work in good faith together and with ZRF Partners, on an as to be determined basis, to finalize the details of these programs so that they can be incorporated into the Transaction Documents at Closing, including determining the entity to whom the payments will be distributed, the methodology or standards for distribution, and the measurement tools to be used for determining the viability of the programs. Buyer intends to continue supporting these programs beyond the 10 years provided it is reasonably satisfied with the viability of such programs as determined by the measurement tools.

Section 8.06 Lifeline Support for Low Income Households. Buyer agrees to maintain and when necessary renew Burlington Telecom's designation by the PUC as a federal Eligible Telecommunications Carrier under 47 U.S.C. § 214(e) (a "**Lifeline ETC**") for the purpose of providing Lifeline Broadband Internet Access Service to qualifying low-income customers, and to develop increased solutions to lessen the digital divide.

Section 8.07 Limited Resale Restriction. Schurz covenants that it will refrain from selling the assets of the Telecom System or a controlling equity interest in Buyer to any entity which is a then existing provider of communications services in the Burlington, Vermont market, if after such transaction that entity's market share would exceed 75% of either the Burlington residential or commercial video or internet service market, without the written consent of the City and the approval of the PUC. The parties hereto jointly agree to propose and support making the provisions of this Section 8.07 a condition of the PUC's approval of Buyer's new CPGs.

Section 8.08 Repurchase Notice and Right of First Refusal. In the unlikely event that Schurz or Buyer elects to sell either the assets of the Telecom System or a controlling interest in Buyer, the Buyer and/or Schurz will provide a confidential 20-day notice to the City ("**Sales Notice**"), which Sales Notice will contain a valuation range for the target sales price of the proposed transaction and an invitation to the City or its elected local investors to participate in that process. In the three (3) months following the Sales Notice, Schurz/Buyer shall seek a valuation of the company to be established by a competitive offer process. Upon receipt of bona fide offers or letters of intent, Schurz/Buyer shall not consummate the proposed transaction until it delivers to the City a notice (the "**First Refusal Notice**") setting for the proposed transaction terms (the "**Proposed Terms**"). The City (or any of its designees/assignees) shall have ninety (90) days from the First Refusal Notice to accept the Proposed Terms and complete the transaction. Buyer or Schurz shall not complete a Proposed Transaction if there are any material changes to the Proposed Terms from what was in the First Refusal Notice without providing a new First Refusal Notice.

Section 8.09 Membership Interest Purchase Agreement. The City and Buyer may, at City's election, enter into a Membership Interest Purchase Agreement pursuant to which the City may use some of its designated closing proceeds or other funds as determined at the election of the City to purchase up to 33% of the voting membership interests of Buyer. The purchase price for such membership interest shall be based on the Purchase Price set forth herein. The final documents to be executed in connection with this sale will include certain minority

protections, including without limitation, the right to appoint a Board member to the Board of Managers of Buyer (provided the City elects to purchase at least 7.5% of Buyer and such appointee has a strong background in telecommunications, business and/or finance) and a right to redeem its interests based upon an annual valuation by an independent third party with notice provisions consistent with the Schurz's existing company policy (provided however that such minimum purchase price shall be based on an established EBITDA multiple of 6.0) as a floor without discount for marketability and minority. Buyer agrees that the City may elect to enter into such Membership Interest Agreement, at any time, within the later of (i) one year following the Closing of this Agreement or (ii) within 60 days following receipt of the new CPGs.

Section 8.10 Limited Reserved Rights of Use Agreement. The City and Buyer will enter into the Limited Reserved Rights of Use Agreement in substantially the form attached hereto as **Exhibit A** to provide for certain "Smart City Initiatives" as set for therein.

Section 8.11 Support for Broadband Access and Reduction of Digital Divide. Buyer will continue to offer and support programs to provide affordable Broadband Internet Access Service to residents within the service area of the Telecom System, including but not limited to programs substantially similar to the current EduNet and Internet Essentials Program, and, consistent with Section 8.06 hereof, to maintain its designation as an eligible telecommunications carrier for the purpose of providing Lifeline service to qualifying households at the prices set forth on Section 8.11 of the Disclosure Schedules and will provide some free WiFi access at an appropriate community location.

Section 8.12 Continuation of Privacy Protections. Buyer will adhere, at a minimum, to the standards for privacy of user data that are currently being provided by the City to users of the Telecom System, which are set forth on Section 8.12 of the Disclosure Schedules. Buyer agrees to publish its commitment to privacy protections as set forth in this Agreement on its website and/or in its subscriber agreements.

Section 8.13 Continuation of Residential and Commercial Services. Buyer will continue to offer the current residential and commercial services and will expand and launch more advanced products and services in video and telephone, as set forth on Section 8.13 of the Disclosure Schedules.

Section 8.14 Continuation of Pricing. Buyer will maintain all existing broadband rates of the current Telecom System in the City of Burlington for sixty (60) months, which rates are set forth on Section 8.13 of the Disclosure Schedules. Any price changes in the twenty-four (24) months thereafter will be discussed at the Buyer Board.

Section 8.15 Net Neutrality. Buyer will continue the current Telecom System's support for net neutrality, will treat all Internet traffic equally, and will maintain transparency with respect to its policies and practices, including, without limitation, refusing to block, throttle, slow down, or unreasonably interfere with or unreasonably disadvantage any lawful content, applications, services, or use of non-harmful devices by End Users, content providers or Edge Providers. Buyer will not engage in Paid Prioritization. Buyer will publicly disclose accurate information regarding its network management practices and the commercial terms of its Broadband Internet Access Services sufficient for consumers to make informed choices

regarding use of such services and for content, application, service, and device providers to develop, market, and maintain Internet offerings. Buyer will not sell consumer data to third parties or use sensitive consumer data without consent for marketing. Buyer agrees to publish its commitment to Net Neutrality as set forth in this Agreement on its website and/or in its subscriber agreements.

Section 8.16 Burlington Telecom Name. Buyer will continue to maintain and use the name "Burlington Telecom" in connection with its operation of the Telecom System.

Section 8.17 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE IX ADDITIONAL COVENANTS

Section 9.01 Terminations and Release. The City and Blue Water shall provide satisfactory evidence of termination of the existing Lease Agreement for the Purchased Assets; the Lease Agreement for 200 Church Street; the Deposit Trust Agreement and any other agreements necessary to effect the sale of the Purchased Assets as set forth herein. Blue Water shall file a UCC 3 releasing its security interest. The Blue Water/City Closing Statement shall contain satisfactory confirmation of payoffs for Community Bank, N.A., Citibank, N.A., Dorman & Fawcett, Blue Water and the City.

Section 9.02 City Services Agreement. The City will enter into a new 5 year Services Agreement with Buyer at the Closing, and Buyer will assume the services to the City provided for therein. The Services Agreement will be in a form reasonably acceptable to the parties.

Section 9.03 Governmental Approvals and Consents.

(a) Each party hereto shall, as promptly as possible, use commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the other Transaction Documents, including without limitation, applications to the FCC to transfer the existing International Section 214 to Buyer and to the PUC for the CPGs as required by Title 30 of the Vermont Statutes. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(b) Buyer (together with the City and Blue Water), shall (i) submit a petition to the PUC seeking CPGs within sixty (60) days of execution of this Agreement); (ii) promptly respond to discovery requests, if applicable, from the Department of Public Service and any other entities that may be granted party status in the PUC docket; (iii) take such action to seek

approval as soon as commercially practicable and (iv) work diligently to achieve Closing and in accordance with the scheduling as set forth by the PUC and as soon as commercially practical. The City and Blue Water shall also make such filings with the PUC to support the sale of the Telecom System to Buyer and shall submit testimony as requested in support of Buyer's application for approval.

(c) As part of its CPG filing, Buyer shall warrant to maintain and fulfill the Existing CPGs obligations to PEG access channels and all aspects of the City's current agreements with the PEG channels.

(d) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between the City or Buyer with Governmental Authorities in the ordinary course of Telecom System, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other party hereunder in advance of any filing, submission or attendance, it being the intent that the parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each party shall give notice to the other party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(e) The City and Blue Water, as applicable, and Buyer shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in this Agreement and the Disclosure Schedules.

Section 9.04 Books and Records.

(a) In order to facilitate the resolution of any claims made by or against or incurred by the City or Blue Water after the Closing, or for any other reasonable purpose, for a period of five (5) years after the Closing, Buyer shall:

(i) retain the books and records (including personnel files) which relate to the Telecom System and its operations for periods prior to the Closing that were transferred to Buyer; and

(ii) upon reasonable notice, afford the Representatives of the City or Blue Water reasonable access (including the right to make, at their expense, photocopies), during normal business hours, to such books and records.

(b) In order to facilitate the resolution of any claims made by or against or incurred by Buyer after the Closing, or for any other reasonable purpose, for a period of five (5) years after the Closing, the City and Blue Water shall:

(i) retain the books and records (including personnel files) which relate to the Telecom System and its operations for periods prior to the Closing if not transferred to Buyer at Closing; and

(ii) upon reasonable notice, afford Buyer's Representatives reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to such books and records.

(c) Neither Buyer nor Blue Water nor the City shall be obligated to provide the other party with access to any books or records (including personnel files) pursuant to this Section 9.04 where such access would violate any Law.

Section 9.05 Closing Conditions. From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in ARTICLE X hereof.

Section 9.06 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other parties (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. Notwithstanding the foregoing, the City's elected officials are not precluded from communication with the media or the public as part of their duties as public officials.

Section 9.07 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be split equally by the City and Buyer. Buyer shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and the City and Blue Water shall cooperate with respect thereto as necessary).

Section 9.08 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of the City or Blue Water to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 9.09 Quitclaim Deed. Prior to Closing, Blue Water covenants to provide a quitclaim deed (the "**Quitclaim Deed**") to the City to relinquish the rights and property interests set forth in that certain Warranty Deed dated December 31, 2014 recorded at the City of Burlington land records in Volume 1266, Page 225, in a form reasonably acceptable to the City, Blue Water and Buyer, so that the City can convey the School Agreements to Buyer as set forth in Section 8.04.

ARTICLE X CONDITIONS TO CLOSING

Section 10.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) The City shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 5.04 and Section 6.03 and Buyer shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 4.03 and any other consents, authorizations, orders or approvals listed on Section 10.01(b) of the Disclosure Schedules, in each case, in form and substance reasonably satisfactory to Buyer and the City, and no such consent, authorization, order and approval shall have been revoked.

Section 10.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Buyer shall have received CPGs from the PUC to operate the Telecom System within twenty-four (24) months of execution of this Agreement.

(b) The representations and warranties of Blue Water and the City contained in this Agreement shall be true and correct in all material respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date, the accuracy of which shall be determined as of the specified date in all respects).

(c) The City and Blue Water shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(d) The City and Blue Water shall have delivered to Buyer duly executed counterparts to the Transaction Documents to which they are a party (other than this Agreement) and such other documents and deliveries as required under the terms of this Agreement.

(e) Buyer shall have received the Blue Water/City Closing Statement, dated as of the Closing Date and signed by the respective duly authorized persons of each of Blue Water and the City, stating that each of the conditions set forth in this Agreement have been satisfied.

(f) All Encumbrances relating to the Purchased Assets shall have been released in full, other than Permitted Encumbrances, and the City shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its sole discretion, of the release of such Encumbrances.

(g) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Blue Water certifying that attached thereto are true and complete copies of all resolutions authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby (the "Blue Water Officer Certificate"). Buyer shall also have received a certificate of the Mayor certifying that attached thereto are true and complete copies of all resolutions of the City Council authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby (the "City Certificate").

(h) The City and Blue Water shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 10.03 Conditions to Obligations of Blue Water and the City. The obligations of Blue Water and the City to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver by Blue Water and the City, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Buyer and Schurz (contained in Section 13.12) contained in **ARTICLE IV** shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby.

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) Buyer shall have delivered the Purchase Price in accordance with the Blue Water/City Closing Statement, duly executed counterparts to the Transaction Documents (other than this Agreement) to which Buyer is a party and such other documents and deliveries as required in this Agreement.

(d) Blue Water and the City shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, certifying that each of the conditions set forth in this Agreement have been satisfied (the "**Buyer Closing Certificate**").

(e) Blue Water and the City shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer and Schurz certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Buyer and Schurz authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby; and Blue Water and the City shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer and Schurz certifying the names and signatures of the officers of Buyer and Schurz authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder (the "Buyer's Secretary Certificate").

(f) Buyer shall have delivered to the City and Blue Water such other documents or instruments as the City and Blue Water reasonably request and are reasonably necessary to consummate the transactions contemplated by this Agreement.

ARTICLE XI INDEMNIFICATION

Section 11.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is one year from the Closing Date (the "Indemnification Deadline"). All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the Indemnification Deadline shall not thereafter be barred by the expiration of the Indemnification Deadline and such claims shall survive until finally resolved.

Section 11.02 Indemnification By the City. Subject to the other terms and conditions of this ARTICLE XI, the City shall indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Blue Water or the City contained in this Agreement, the other Transaction Documents or in any certificate or instrument delivered by or on behalf of Blue Water or the City pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Blue Water or the City pursuant to this Agreement, the other Transaction

Documents or any certificate or instrument delivered by or on behalf of Blue Water or the City pursuant to this Agreement;

(c) any Excluded Asset or any Excluded Liability; or

(d) any third party claim based upon, resulting from or arising out of Blue Water's or the City's ownership or operation of the Telecom System conducted, existing or arising on or prior to the Closing Date other than claims based upon, resulting from or arising out of any breach of representation, warranty or covenant of Buyer under this Agreement.

Section 11.03 Indemnification By Buyer. Subject to the other terms and conditions of this ARTICLE XI, Buyer shall indemnify and defend each of City and its Affiliates and their respective Representatives (collectively, the "**Seller Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement, the other Transaction Documents, or in any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement, the other Transaction Documents or any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement;

(c) any Assumed Liability; or

(d) any third party claim based upon, resulting from or arising out of Buyer's operation of the Telecom System after the Closing Date other than claims based upon, resulting from or arising out of any breach of any representation, warranty or covenant of the City or Blue Water under this Agreement.

Section 11.04 Certain Limitations. The indemnification provided for in Section 11.02 and Section 11.03 shall be subject to the following limitations:

(a) The City shall not be liable to Buyer Indemnitees for indemnification under Section 11.02(a) until the aggregate amount of all Losses in respect of indemnification under Section 11.02(a) exceeds \$10,000 (the "**Basket**"), in which event the City shall be required to pay or be liable for all such Losses from the first dollar. The aggregate amount of all Losses for which the City shall be liable pursuant to Section 11.02(a) shall not exceed Two Million and 00/100s Dollars (\$2,000,000.00) (with \$1,000,000.00 to be retained in Escrow) (the "**Cap**").

(b) Buyer shall not be liable to the Seller Indemnitees for indemnification under Section 11.03(a) until the aggregate amount of all Losses in respect of indemnification

under Section 11.03(a) exceeds the Basket, in which event Buyer shall be required to pay or be liable for all such Losses from the first dollar. The aggregate amount of all Losses for which Buyer shall be liable pursuant to Section 11.03(a) shall not exceed the Cap.

(c) For purposes of this ARTICLE XI, any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

Section 11.05 Subject to Section 13.10, the parties acknowledges and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement (except with respect to the representation on Environmental Matters provided by the City in Section 6.12 and any rights or remedies under the Leases or other Transaction Documents), shall be pursuant to the indemnification provisions set forth in this Article XI. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except (i) pursuant to the indemnification provisions set forth in this Article XI, (ii) for the representation on Environmental Matters provided by the City in Section 6.12, and (iii) any rights or remedies under the Leases or other Transaction Documents. Nothing in this Section 11.05 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled pursuant to Section 13.10.

Section 11.06 Indemnification Procedures. The party making a claim under this ARTICLE XI is referred to as the “**Indemnified Party**”, and the party against whom such claims are asserted under this ARTICLE XI is referred to as the “**Indemnifying Party**”.

(a) If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a “**Third Party Claim**”) against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided, that* if the Indemnifying Party is the City, such Indemnifying Party shall not have the right to defend

or direct the defense of any such Third Party Claim that (x) is asserted directly by or on behalf of a Person that is a supplier or customer of the Telecom System, or (y) seeks an injunction or other equitable relief against the Indemnified Party. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 11.06(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, *provided, that* if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to Section 11.06(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The City and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of Section 7.05) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 11.06(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 11.06(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party

giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Indemnified Party's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such thirty (30) day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement

Section 11.07 Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this ARTICLE XI, the Indemnifying Party shall satisfy its obligations within 15 Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such 15 Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to and including the date such payment has been made at a rate per annum equal to seven percent (7%). Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

Section 11.08 Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties (including for Tax purposes) as an adjustment to the Purchase Price, unless otherwise required by Law.

ARTICLE XII TERMINATION

Section 12.01 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Blue Water, the City and Buyer;
- (b) by Buyer by written notice to Blue Water and the City if:

- (i) Buyer is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Blue Water or the City

pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE X and such material breach, inaccuracy or failure has not been cured by Blue Water or the City within thirty (30) days of Blue Water and the City's receipt of written notice of such breach from Buyer; *provided, however*, if such cure cannot be reasonably had within such thirty (30) day period, Buyer shall not have a right of termination if either Blue Water or the City are in good faith commencing and diligently proceeding with prosecuting cure of such breach or

(ii) any of the conditions set forth in Section 10.01 or Section 10.02 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the date that is the 24 month anniversary of the Effective Date of this Agreement, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(c) by Blue Water and the City by written notice to Buyer if:

(i) Blue Water and the City are not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE X and such breach, inaccuracy or failure has not been cured by Buyer within ten (10) days of Buyer's receipt of written notice of such breach from Blue Water and the City; or

(ii) any of the conditions set forth in Section 10.01 or Section 10.03 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the date that is the 24 month anniversary of the Effective Date, unless such failure shall be due to the failure of Blue Water or the City to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; and

(iii) the City and Blue Water shall be deemed to have automatically made an election to terminate this Agreement on June 30, 2020 if not previously terminated; provided that the City and Blue Water have acted with good faith and fair dealing.

(d) by Buyer or Blue Water and the City in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 12.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

(a) as set forth in this ARTICLE X and Section 7.05 and ARTICLE XIII hereof; and

(b) that nothing herein shall relieve any party hereto from Liability for any willful breach of any provision hereof.

ARTICLE XIII MISCELLANEOUS

Section 13.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred by Blue Water and the City and the Buyer in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred; *provided, however*, that Buyer shall also be responsible for all filing and other similar fees payable in connection with any filings or submissions related to the application for and attainment of CPGs.

Section 13.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal Telecom System hours of the recipient, and on the next Telecom System Day if sent after normal Telecom System hours of the recipient or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 2.10):

If to Blue Water:

c/o Lake Champlain Transportation Company
King Street Dock
Burlington, VT
Attention: Trey Pecor

with a copy to:

Sheehy Furlong & Behm PC
30 Main Street, 6th Floor
PO Box 66
Burlington, VT 05402
Facsimile: 802-864-6815
E-mail: mfurlong@sheehyvt.com
dmccarthy@sheehyvt.com
Attention: Michael Furlong
Diane McCarthy

149 Church Street

If to the City:

Burlington, VT 05401
Attention: Eileen Blackwood, City Attorney
Office: 802-865-7125
Facsimile: 802-865-7123
E-mail: eblackwood@burlingtonvt.gov

with a copy to:

Primmer Piper Eggleston & Cramer PC
30 Main Street, 5th Floor
PO Box 1489
Burlington, VT 05402
Office: 802-864-0880
Facsimile: 802-864-0328
E-mail: rorourke@primmer.com
Attention: Ralphine N. O'Rourke
Keith A. Roberts

If to Buyer:

Todd F. Schurz
President and CEO
Schurz Communications Inc.
1301 E. Douglas Road, Suite 200
Mishawaka, IN 46545
Office: 574-247-7220
tschurz@schurz.com

Brian Lynch
Senior Vice President Broadband
Schurz Communications Inc.
1000 Willow Circle
Hagerstown, MD 21740
Office: 240-420-2068
blynch@schurz.com

Chris Dautel
Director of Strategic Planning & Corporate
Development
Schurz Communications Inc.
1301 E. Douglas Road, Suite 200
Mishawaka, IN 46545
Office: 574-247-7265
cdautel@schurz.com

with a copy to:

John Smarrella
Barnes & Thornburg LLP
700 1st Source Bank Center

100 North Michigan
South Bend, IN, 46601-1632
Direct: (574) 237-1133
John.Smarrella@btlaw.com

James W. Tuesley
Direct: (574) 237-1271
Jim.Tuesley@btlaw.com

Section 13.03 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 13.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 13.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 13.06 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 13.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 13.08 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 13.09 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 13.10 Governing Law; Dispute Resolution; Specific Performance.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.

(b) The parties hereto agree that any dispute, controversy, difference, or claim arising out of, relating to, or in connection with this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby shall prior to any legal action under this Section 13.10 be mediated within 20 days from a written request by any party for mediation. The mediation shall be conducted before a single mediator to be agreed upon by the parties in dispute. Each party shall bear one-half (1/2) of the fees and expenses of the mediator.

(c) Any dispute, controversy, difference, or claim arising out of, relating to, or in connection with this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association in effect at the time of submission to arbitration, by a single arbitrator appointed in accordance with such Rules. The arbitrator's award shall be final and binding. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place in Burlington, Vermont or such other place as the parties may agree. The prevailing party in such arbitration shall recover its costs of the arbitration and reasonable attorneys' fees from the other party, and the arbitrator will determine the amount of such costs and fees to be awarded. In no event shall the arbitrator have jurisdiction to award punitive damages.

(d) Notwithstanding Section 13.10(c), any party may, if it believes that it requires or is entitled to injunctive relief or specific performance, file a civil action in the federal courts of the United States of America located in Vermont or the courts of the State of Vermont seeking injunctive relief or specific performance. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(e) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY PROCEEDING UNDER SECTION 13.10(D) IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH ACTION. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.10(D).

(f) The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof (in particular the guaranty obligations referenced in Section 13.12 below) and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 13.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 13.12 Schurz Guarantee. Subject to the provisions of this Section 13.12, Schurz hereby fully, unconditionally and irrevocably guarantees to the City and Blue Water the due and punctual payment of the Purchase Price in accordance with the terms of this Agreement and the due and punctual performance of all other obligations to be performed by Buyer under Sections 8.03, 8.06, 8.07, 8.08, 8.11, 8.12, 8.14, 8.15 and Section 9.03(b), all in accordance with the terms of this Agreement and hereby represents and warrants the accuracy of the statements

contained in Sections 4.04, 4.05, 4.07, 4.09, 4.10 and 4.11; *provided, that* Schurz's obligations under this Section 13.12 with respect to Sections 8.03, 8.06, 8.07, 8.08, 8.11, 8.12, 8.14, 8.15 shall apply only as long as the Telecom System is owned and operated by Schurz or one of its Affiliates. Schurz hereby represents and warrants to Blue Water and the City as follows: (a) Schurz is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana and has the requisite corporate authority to execute, deliver and perform this Agreement according to its terms; (b) the execution, delivery and performance of this Agreement and the consummation of the Transactions by Schurz have been duly authorized by all necessary corporate action on the part of Schurz; (c) this Agreement has been duly executed and delivered by Schurz and constitutes the legal, valid and binding obligation of Schurz enforceable against Schurz in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity); and (d) the execution, delivery and performance of this Agreement by Schurz: (i) do not require the consent of any Person, (ii) do not conflict with the organizational documents of Schurz, and (iii) do not conflict with, result in a breach of, or constitute a default under any legal requirement applicable to Schurz or any contract to which Schurz is a party or by which Schurz or its assets may be bound, except in in the case of subclauses (i) and (iii) where the violation, breach, conflict, default, acceleration or failure to give notice would not have a material adverse effect on Schurz's ability to consummate the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BLUE WATER HOLDINGS LLC

By Dale C. Arango
Name: Dale C. Arango
Title: CFO duly authorized agent

CITY OF BURLINGTON

By _____
Name:
Title:

CHAMPLAIN BROADBAND, LLC

By _____
Name:
Title:

**SCHURZ COMMUNICATIONS, INC. (solely for
purposes of Section 13.12)**

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BLUE WATER HOLDINGS LLC

By _____

Name:

Title:

CITY OF BURLINGTON

By _____

Name: *Miro Weinberger*

Title: *Mayor*

CHAMPLAIN BROADBAND, LLC

By _____

Name:

Title:

SCHURZ COMMUNICATIONS, INC.
(solely for purposes of Section 13.12)

By _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BLUE WATER HOLDINGS LLC

By _____

Name:

Title:

CITY OF BURLINGTON

By _____

Name:

Title:

CHAMPLAIN BROADBAND, LLC

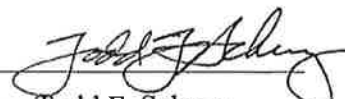
By 

Name: Todd F. Schurz

Title: President

SCHURZ COMMUNICATIONS, INC.

(solely for purposes of **Error! Reference source not found.**)

By 

Name: Todd F. Schurz

Title: President and CEO

EXHIBITS

A—LIMITED RESERVED RIGHTS OF USE AGREEMENT

B—CHURCH STREET PROVISIONS

C—MEMORIAL PROVISIONS

EXHIBIT A TO ASSET PURCHASE AGREEMENT
LIMITED RESERVED RIGHTS OF USE AGREEMENT

This Limited Reserved Rights of Use Agreement (the "Agreement") is entered into as of the ____ day of _____, 2018, by and between Champlain Broadband, LLC ("Grantor" or "Telecom System") and City of Burlington (the "City" or "Grantee").

WHEREAS, Grantor agrees to grant to the City limited reserved rights to use a certain amount of the Telecom System without charge, except as further provided for herein, for certain limited purposes as more particularly set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The Limited Reserved Rights of Use.** Grantor grants to Grantee limited reserved rights to use ("LRRU") the capability of Telecom System's IP Connectivity (defined below) in support of its municipal Smart City Initiatives (defined below), *provided that* such initiatives (i) have no measurable adverse impact on the Telecom System's capability, business operations or revenue and (ii) do not include revenue-generating initiatives with third parties other than Grantor or the provision of any services that are competitive with or could be substituted for any services then offered by the Telecom System or services with respect to which the Grantor has notified the City that it intends to offer within twelve (12) months of City's request for consent and provides pricing for these proposed services within ninety (90) days from the request for consent. The City shall discuss with, and obtain the consent of, the Grantor to any and all proposals for the utilization of the network for Smart City Initiatives. The Grantor shall consent to such proposals unless it reasonably believes in good faith such proposals contravene clauses (i) or (ii) above. The City will also provide an annual report identifying and certifying the City's Smart City Initiatives. The Grantor shall have the right, upon reasonable notice, to inspect and verify the uses of the connection points and the uses by the City to ensure they are consistent with intent of the Smart City Initiatives contemplated herein and to confirm the City's compliance with its obligations under this Agreement.

"Smart City Initiatives" means projects undertaken by the City to monitor and maintain municipal infrastructure, increase the efficiency of City services, and improve the quality of life of residents in connection with Citywide services, which require the ability to transmit and collect data between and among the City, its departments, infrastructure, residents, businesses, visitors, and various premises.

"IP Connectivity" means the following: (a) the right to transmit data between two or more access points, either to physical nodes and/or via virtual software-defined networking, within the Telecom System's network (i.e., behind the public firewall) for

the purposes of municipal Smart City Initiatives, *provided that* the Telecom System is already providing service to the access point and provided further that the use of such service shall not impact the capability Telecom System or impinge upon a use by existing service nor require any additional equipment and (b) to the extent that an additional expenditure would be required to upgrade the existing capability or equipment necessary for access, now or in the future, the City would pay for any such upgrade to the equipment.

2. **Splicing and Attachment.** The Grantee may not, nor permit others to, splice additional facilities to the Telecom System. The City may request that the operator of the Telecom System splice or attach the additional facilities provided that the use is consistent with the IP Connectivity. The City shall pay the operator of the Telecom System's actual costs (including labor) of any splice or attachment contemplated herein. The operator of the Telecom System shall not unreasonably deny the request, *provided that* the City's request is technically feasible and has no material adverse impact on the Telecom System's capability, business operations or revenue.
3. **Effective Date and Term of the LRRU.** This LRRU shall be effective as of the date hereof and shall have a term equal to the initial term of the Grantor's Certificate of Public Good (the "CPG") issued by the Vermont Public Utility Commission, unless earlier terminated as set forth in this Agreement. Notwithstanding the foregoing, the parties agree that this Agreement will automatically be renewed for each additional CPG period unless at least three (3) months prior to the expiration of the term: (i) the City elects not to renew by providing written notice or (ii) Grantor provides notice that such renewal will have a material adverse impact on the Telecom System as set forth in Section 1 clauses (i) and (ii) above.
4. **Liability; Insurance; Several Obligations**
 - a. Grantor does not make, and hereby disclaims, any and all representations or warranties of any kind, whether express or implied, with respect to the Telecom System's IP Connectivity or the use by the Grantee of IP Connectivity, including without limitation any warranty of merchantability or warranty of fitness for any particular purpose. Without limiting the foregoing, the Grantor makes no representation of warranty that access of the Telecom System's IP Connectivity will be uninterrupted, secure, complete, accurate or error free.
 - b. Neither party will be liable to the other for tort damages, except based upon its own gross negligence or willful misconduct. In no case will damages, whether based on contract, tort or otherwise, exceed the amount of the loss actually incurred by the party seeking recovery of damages. Neither party will be liable for any indirect, consequential, incidental or punitive damages.
 - c. Each party will maintain and pay for casualty and general liability insurance coverage as will insure the provisions of this Agreement.

- d. Nothing in this Agreement is intended to create any obligation to any person not a party to this Agreement, and any such intention is expressly disclaimed.
5. **Assignments/Successors.** This Agreement will bind and inure to the benefit of the lawful successors and permitted assigns of the parties hereto. This Agreement will not be assignable by either party without the written consent of the other party hereto, which consent will not be unreasonably withheld; *provided that* no consent will be required in the event that either party merges or consolidates with or into, or sells all or substantially all its assets to, any other person.
6. **Integration Clause.** This Agreement contains the entire agreement and understanding between the parties, their agents and employees regarding matters specifically covered hereby and supersede all prior understandings or agreements, including without limitation any letter of intent, between the parties relating to the subject matter hereof.
7. **Further Assurances.** The parties will execute, acknowledge and deliver such further documents, certificates or other instruments, and take such other actions as may be reasonably required from time to time to carry out the intent and purposes of this Agreement.
8. **Dispute Resolution.** The parties hereto agree that any dispute, controversy, difference, or claim arising out of, relating to, or in connection with this Agreement, shall prior to any legal action hereunder be mediated within 20 days from a written request by any party for mediation. The mediation shall be conducted before a single mediator to be agreed upon by the parties in dispute. Each party shall bear one-half (1/2) of the fees and expenses of the mediator. Thereafter, any dispute or disagreement as to the interpretation or performance of this Agreement which cannot be settled by mediation, the parties agree to proceed to arbitration. Any arbitration shall be conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association in effect at the time of submission to arbitration, by a single arbitrator appointed in accordance with such Rules. The arbitrator's award shall be final and binding. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place in Burlington, Vermont or such other place as the parties may agree. The prevailing party in such arbitration shall recover its costs of the arbitration and reasonable attorneys' fees from the other party, and the arbitrator will determine the amount of such costs and fees to be awarded. In no event shall the arbitrator have jurisdiction to award punitive damages.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.
10. **Modifications.** No action, communication or agreement shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless said agreement is in writing and signed by the parties hereto.

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

CHAMPLAIN BROADBAND, LLC

By: _____
Its duly authorized agent

CITY OF BURLINGTON
D/B/A BURLINGTON TELECOM

By: _____
Its duly authorized agent
The Honorable Miro Weinberger
Mayor, City of Burlington

EXHIBIT B TO ASSET PURCHASE AGREEMENT

CHURCH STREET LEASE PROVISIONS

Tenant: Champlain Broadband, LLC d/b/a BURLINGTON TELECOM

Landlord: City of Burlington

Premises: 200 Church Street, Burlington, VT, consisting of approximately 5,000 square feet (subject to Tenant's confirmation) located in the basement of the building and approximately 5,000 square feet (subject to Tenant's confirmation) located on the 2nd floor of the building, with the legal property description attached on Schedule A (collectively, the "Premises"). Landlord shall have no right to relocate the Tenant from the Premises.

Commencement Date:

The date that the Lease commences (the "Commencement Date") shall occur on the Closing Date set forth in the Asset Purchase Agreement.

Initial Term and Renewal Term:

The initial term of the Lease shall be five years from the Commencement Date (the "Initial Term"). The Initial Term of the Lease shall expire on the last day of the month in which the 5th anniversary of the Commencement Date shall occur. The Tenant shall have three (3) options to extend the Term for five (5) years each (each a "Renewal Term"). The Initial Term and the Renewal Term (hereinafter defined) are collectively referred to herein as the "Term."

Permitted Uses: For use in connection with the Telecom System consistent with past practice and any other lawful purposes consistent with a second class office building. Landlord shall maintain and operate the building as a second class office Building throughout the Term.

Base Rent: Tenant will pay as Minimum Base Rent an amount per square foot per year at market rates reasonably acceptable to the parties (with differing amounts for the basement space and the 2nd floor), payable in equal monthly installments in advance on the first day of each calendar month included in the Term commencing with the Commencement Date, unless instructed otherwise by the Landlord. The Minimum Base Rent during

each Renewal Term shall be adjusted as mutually agreed by Landlord and Tenant in the Lease.

**Additional Rent for Operating Expenses
and Taxes and Proportionate Share:**

In addition to Base Rent, Tenant shall pay, as additional rent, its pro rata share of operating expenses and real estate taxes and assessments associated with Tenant's use of the building.

Right of First Refusal and Option:

If, during the Initial Term or Renewal Term, Landlord decides to sell the property and building, Tenant shall have a right of first refusal to acquire the property and building at fair market value. Tenant also shall have the exclusive and irrevocable option during the third option term of this Lease to purchase the property and building at a price equal to the fair market value as determined by independent valuation unless otherwise agreed by the Landlord and Tenant, such option to be exercised, if at all, any time prior to the expiration of the third option term.

Sublease and Assignment Rights:

The Tenant will not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of the Tenant's interest in the Lease or in the Premises, without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided Tenant may, without Landlord's consent, assign the Lease or sublease all or portions of the Premises to, or permit the use of all or portions of the Premises by, any Tenant Affiliate or in connection with any Permitted Transfer. The terms "Tenant Affiliate" and "Permitted Transfer" will be defined in the Lease. Any attempted assignment, transfer, mortgage, encumbrance or subletting without the Landlord's written consent shall be void and shall constitute a breach of this Lease.

Hazardous Materials: The Lease Agreement shall contain the following provisions relating to Hazardous Materials:

Landlord represents and warrants that the Landlord has not at any time engaged in, caused, or permitted any Prohibited Activities or Conditions with respect to the Premises. To Landlord's knowledge no Prohibited

Activities or Conditions exist or have existed on the Premises. The Premises do not now contain any above-ground or underground storage tanks, and, to Landlord's knowledge, the Premises has not contained any above-ground or underground storage tanks in the past. If there is or was any storage tank located on the Premises which has been previously disclosed by Landlord to Tenant, that tank complies with, or has been removed in compliance with, all requirements of Environmental Laws. There are no actions, suits, claims, orders, proceedings pending or, to Landlord's knowledge, threatened that involve the Premises and allege, arise out of or relate to any Prohibited Activity or Condition. The Landlord has not received any complaint, order, notice of violation, or other communication with regard to air emissions, water discharges, noise emissions, or Hazardous Materials, or any other environmental, health, or safety matters affecting the Premises.

Landlord shall indemnify, hold harmless, and defend the Tenant for, from, and against all actions, suits, judgments, claims, proceedings, orders, losses, liabilities, damages, penalties, fines, costs, and expenses (whether initiated or sought by governmental authorities or private parties), including, without limitation, all costs of investigations, monitoring, clean-up, remediation, removal, restoration, court costs and fees, attorneys' fees and expert witness costs of any kind or nature whatsoever, which may, at any time or from time to time, be imposed upon, incurred by, or asserted or awarded against, Tenant, by reason of, or arising from or out of, the following: (i) any breach of any representation or warranty of Landlord in this Lease with respect to Hazardous Materials; (ii) the existence or alleged existence of any Prohibited Activity or Condition, including any loss, cost, or damage arising out of the existence of any underground storage tank on the Premises, whether known or unknown to Landlord; (iii) the presence (or alleged presence) or the release of Hazardous Materials unless caused by Tenant, or the pollution or contamination, of, on, from, under, or affecting: (A) the Premises without regard to the source, or (B) any other property or any air space, surface water, or ground water if the Hazardous Materials were derived from, or alleged to have derived from, the Premises unless caused by Tenant; or (iv) the actual or alleged violation of any Environmental Law at the Premises unless caused by Tenant.

Tenant represents and warrants that Tenant will not at any time engage in, cause, or permit any Prohibited Activities or Conditions with respect to the Premises.

Tenant shall indemnify, hold harmless, and defend the Landlord for, from, and against all actions, suits, judgments, claims, proceedings, orders, losses, liabilities, damages, penalties, fines, costs, and expenses (whether initiated or sought by governmental authorities or private parties), including, without limitation, all costs of investigations, monitoring, clean-up, remediation, removal, restoration, court costs and fees, and out-of-pocket expenses of attorneys and expert witnesses of any kind or nature whatsoever, which may, at any time or from time to time, be imposed upon, incurred by, or asserted or awarded against, Landlord, by reason of, or arising from or out of, the following: (i) the presence (or alleged presence) or the release of Hazardous Materials caused by Tenant, or the pollution or contamination, of, on, from, under, or affecting: (A) the Premises if caused by Tenant, or (B) any other property or any air space, surface water, or ground water if the Hazardous Materials were derived from, or alleged to have derived from, the Premises caused by Tenant; or (iv) the actual or alleged violation of any Environmental Law at the Premises caused by Tenant.

The following capitalized terms shall have the following meanings:

“Environmental Law” means all present and future federal, state and local laws, ordinances, regulations, standards, rules, governmental requirements, and policies, administrative rulings, court judgments and decrees, and all amendments thereto, relating to pollution or protection of human health, wildlife, natural resources, or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials.

“Hazardous Materials” means any substance, chemical, material, or waste now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "regulated substance", "contaminant," or "pollutant" (or words of similar import) within the meaning of or regulated or addressed under any Environmental Law.

“Prohibited Activity or Condition” means: the presence, use, generation, release, treatment, processing, storage, handling, or disposal of any Hazardous Materials on, about, from, upon, or under the Premises and the

transportation of any Hazardous Materials to, from, or across the Premises.

Notwithstanding the foregoing, Prohibited Activities or Conditions shall not include the safe and lawful use and storage by Landlord or any of its tenants of: pre-packaged supplies, cleaning materials, petroleum products, and other substances in such quantities and types as are customarily used in the operation and maintenance of properties that are comparable to the Premises so long as all of the foregoing are used, stored, handled, transported, and disposed of in compliance with Environmental Laws.

Schedule A

Legal Description of the Premises

Being all and the same lands and premises conveyed to City of Burlington, Vermont by Warranty Deed of Telecom Plaza Associates, L.P. dated March 18, 2005 and recorded in Volume 909 at Pages 159-161 of the City of Burlington Land Records and being more particularly described therein as follows:

"Being all and the same lands and premises conveyed to Telecom Plaza Associates, L.P. by Warranty Deed of Telecom Plaza Associates dated December 30, 1994 and recorded in Volume 519 at Page 696 of the City of Burlington Land Records.

`Being all and the same lands and premises conveyed to Telecom Plaza Associates by Warranty Deed of Chittenden Trust Company dated June 14, 1988 and recorded in Volume 382 at Page 607 of the City of Burlington Land Records, and being more particularly described in said Deed as follows:

`Being land and premises commonly known as 200 Church Street in Burlington. Being all and the same property as conveyed to the herein Grantor by Mortgage Deeds of Eric F. and Mary H. Farrell, dated 1/30/81 and 5/8/81, and recorded in Volume 277, Page 297 and Volume 278, Page 24, respectively of the City of Burlington Land Records. Said Mortgages were duly foreclosed by a Decree of Foreclosure dated March 24th, 1986 and a Certificate of Non-Redemption dated November 3, 1986 both recorded in Volume 350, Pages 257-268 of Misc. Records in the City of Burlington Land Records.

Being a lot of land situated on the southeast corner of Church and King Streets, with all structures thereon, the said land being bounded as follows:

Beginning at the point of intersection of the south line of King Street with the east line of Church Street, thence running southerly in the east line of Church Street 54 feet, more or less, to the north line of land now or formerly owned by J.M. and J. F. Whalen; thence easterly in said north line 120 feet, more or less, to the west line of the right-of-way 12 feet wide which runs northerly from said Whalen's land to King Street, thence northerly in the west line of said right-of-way 54 feet, more or less, to the south line of King Street; thence westerly in said south line of King Street 120 feet, more or less, to the point of beginning.

`Included also in this conveyance is any rights held by the Grantor under a certain Easement regarding parking spaces, dated May 6, 1985, given by Eric and Mary Farrell, and recorded in Volume 379, Pages 159-161 of the Burlington Land Records.

"These easement rights are conveyed by quit claim only, and grantor makes no warranties regarding said easement rights."

This conveyance is subject to the following:

Deed of Easement from Telecom Plaza Associates to the City of Burlington dated June 7, 1990, and recorded in Book 422 at Page 701 of the Burlington Land Records.

Grantor further assigns and conveys to Grantee its rights under the Assignment from Eric F. Farrell and Mary H. Farrell to Telecom Plaza Associates dated June 15, 1988, and recorded in Volume 383 at Page 612 of the Burlington Land Records.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

EXHIBIT C TO ASSET PURCHASE AGREEMENT
MEMORIAL AUDITORIUM LEASE PROVISIONS

Tenant: Champlain Broadband, LLC d/b/a BURLINGTON TELECOM

Landlord: City of Burlington

Premises: 250 Main Street, Burlington, VT, consisting of approximately 1,242 square feet (subject to Tenant's confirmation) located in the [basement] floor of the building located at 250 Main Street (the "Building") with the legal property description attached on Schedule A.

Commencement Date:

The date that the Lease commences (the "Commencement Date") shall occur on the Closing Date set forth in the Asset Purchase Agreement.

Initial Term and Renewal Term:

The initial term of the Lease shall be five years from the Commencement Date (the "Initial Term"). The Initial Term of the Lease shall expire on the last day of the month in which the 5th anniversary of the Commencement Date shall occur. The Tenant shall have three (3) options to extend the Term for five (5) years each (each a "Renewal Term"). The Initial Term and the Renewal Term (hereinafter defined) are collectively referred to herein as the "Term."

Permitted Uses: For use in the Telecom System consistent with past practice or any other lawful purposes.

Base Rent: Tenant will pay Minimum Base Rent at an amount per square foot per year at market rates reasonably acceptable to the parties, payable in equal monthly installments in advance on the first day of each calendar month included in the Term commencing with the Commencement Date, unless instructed otherwise by the Landlord. The Minimum Base Rent during each Renewal Term shall be adjusted as mutually agreed by the Landlord and Tenant in the Lease.

**Additional Rent for Operating Expenses
and Taxes and Proportionate Share:**

In addition to Base Rent, Tenant shall pay, as additional rent, its pro rata share of operating expenses and real estate taxes and assessments associated with Tenant's use of the Building.

Sublease and Assignment Rights:

The Tenant will not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of the Tenant's interest in this Lease or in the Premises, without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided Tenant may, without Landlord's consent, assign the Lease or sublease all or portions of the Premises to, or permit the use of all or portions of the Premises by, any Tenant Affiliate or in connection with any Permitted Transfer. The terms "Tenant Affiliate" and "Permitted Transfer" will be defined in the Lease. Any attempted assignment, transfer, mortgage, encumbrance or subletting without the Landlord's written consent shall be void and shall constitute a breach of this Lease.

Lease Termination and Relocation:

Landlord may, at Landlord's option and at any time during the Term of the Lease, elect to terminate the Lease upon not less than 18 months' prior written notice to the Tenant. In such event, the Tenant agrees to terminate its lease and relocate its equipment; provided, however, that Landlord will contribute to the cost of moving, relocating and setting up such equipment at a new location as set forth in the applicable relocation notice periods set forth below.

(a) In the event that the Landlord delivers to Tenant a notice to relocate that is at least 18 months, but less than 24 months, prior to the termination date, then Landlord will be required to bear the expenses of such move; provided, however, that such expenses shall be capped at a maximum of \$800,000.

(b) In the event that the Landlord delivers to Tenant a notice to relocate that is at least 24 months, but less than 30 months, prior to the termination date, then Landlord will be required to bear the expenses of such move; provided, however, that such expenses shall be capped at a maximum of \$700,000.

(c) In the event that the Landlord delivers to Tenant a notice to relocate that is at least 30 months prior to the termination date, then Landlord will

be required to bear the expenses of such move; provided, however, that such expenses shall be capped at a maximum of \$600,000.

Hazardous Materials: The Lease shall contain the following provisions relating to Hazardous Materials:

Except as noted in Disclosure Schedules to the Tenant in the Asset Purchase Agreement, Landlord represents and warrants that the Landlord has not at any time engaged in, caused, or permitted any Prohibited Activities or Conditions with respect to the Premises. To Landlord's knowledge no Prohibited Activities or Conditions exist or have existed on the Premises. The Premises do not now contain any above-ground or underground storage tanks. Any storage tank that was located on the Premises has been removed in compliance with, all requirements of Environmental Laws. There are no actions, suits, claims, orders, proceedings pending or, to Landlord's knowledge, threatened that involve the Premises and allege, arise out of or relate to any Prohibited Activity or Condition. The Landlord has not received any complaint, order, notice of violation, or other communication with regard to air emissions, water discharges, noise emissions, or Hazardous Materials, or any other environmental, health, or safety matters affecting the Premises.

Landlord shall indemnify, hold harmless, and defend the Tenant for, from, and against all actions, suits, judgments, claims, proceedings, orders, losses, liabilities, damages, penalties, fines, costs, and expenses (whether initiated or sought by governmental authorities or private parties), including, without limitation, all costs of investigations, monitoring, clean-up, remediation, removal, restoration, court costs and fees, attorneys' fees and expert witness costs of any kind or nature whatsoever, which may, at any time or from time to time, be imposed upon, incurred by, or asserted or awarded against, Tenant, by reason of, or arising from or out of, the following: (i) any breach of any representation or warranty of Landlord in this Lease with respect to Hazardous Materials; (ii) the existence or alleged existence of any Prohibited Activity or Condition, including any loss, cost, or damage arising out of the existence of any underground storage tank on the Premises, whether known or unknown to Landlord; (iii) the presence (or alleged presence) or the release of Hazardous Materials unless caused by Tenant, or the pollution or contamination, of, on, from, under, or affecting: (A) the Premises if caused by Tenant, or (B) any other property or any air space, surface water, or ground water if the Hazardous Materials were derived from, or alleged to have derived from, the Premises unless caused by Tenant; or (iv) the actual or alleged

violation of any Environmental Law at the Premises unless caused by Tenant.

Tenant represents and warrants that Tenant will not at any time engage in, cause, or permit any Prohibited Activities or Conditions with respect to the Premises.

Tenant shall indemnify, hold harmless, and defend the Landlord for, from, and against all actions, suits, judgments, claims, proceedings, orders, losses, liabilities, damages, penalties, fines, costs, and expenses (whether initiated or sought by governmental authorities or private parties), including, without limitation, all costs of investigations, monitoring, clean-up, remediation, removal, restoration, court costs and fees, and out-of-pocket expenses of attorneys and expert witnesses of any kind or nature whatsoever, which may, at any time or from time to time, be imposed upon, incurred by, or asserted or awarded against, Landlord, by reason of, or arising from or out of, the following: (i) the presence (or alleged presence) or the release of Hazardous Materials caused by Tenant, or the pollution or contamination, of, on, from, under, or affecting: (A) the Premises without regard to the source, or (B) any other property or any air space, surface water, or ground water if the Hazardous Materials were derived from, or alleged to have derived from, the Premises caused by Tenant; or (iv) the actual or alleged violation of any Environmental Law at the Premises caused by Tenant.

The following capitalized terms shall have the following meanings:

"Environmental Law" means all present and future federal, state and local laws, ordinances, regulations, standards, rules, governmental requirements, and policies, administrative rulings, court judgments and decrees, and all amendments thereto, relating to pollution or protection of human health, wildlife, natural resources, or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials.

"Hazardous Materials" means any substance, chemical, material, or waste now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "regulated substance", "contaminant," or "pollutant" (or words of similar

import) within the meaning of or regulated or addressed under any Environmental Law.

"Prohibited Activity or Condition" means: the presence, use, generation, release, treatment, processing, storage, handling, or disposal of any Hazardous Materials on, about, from, upon, or under the Premises and the transportation of any Hazardous Materials to, from, or across the Premises.

Notwithstanding the foregoing, Prohibited Activities or Conditions shall not include the safe and lawful use and storage by Landlord or any of its tenants of: pre-packaged supplies, cleaning materials, petroleum products, and other substances in such quantities and types as are customarily used in the operation and maintenance of properties that are comparable to the Premises so long as all of the foregoing are used, stored, handled, transported, and disposed of in compliance with Environmental Laws.

Schedule A

[PDF copy of deeds attached]

City of Burlington

2024 Legislative Update

Volume 14-2024

April 8, 2024

Government Relations Team:

Jamie Feehan: jfeehan@primmer.com • **Jonathan Wolff:** jwolff@primmer.com

Michelle Davis Farnham: mfarnham@primmer.com • **Margaret Laggis:** laggistics@comcast.net

Address: 30 Main Street, Suite 500, Burlington, Vermont 05402

Phone: (802) 864-0880

Copies of Bills: Hyperlinked Below or Access the Legislative Website at www.leg.state.vt.us

As we enter the middle of April, the days of extended floor time in both the House and Senate are behind us as both chambers methodically worked through their respective calendars that were bursting with bills meeting the earlier crossover deadline. Action and focus has now shifted to legislative committees, who will spend the next few weeks working on those bills and priorities, knowing the end of the biennium is looming.

It is likely Senate morning committees will only have three weeks left of time to meet regularly. That then allows the afternoon money committees the flexibility to meet all day and focus on the must pass appropriation and revenue bills. Keep an eye on the budget bill in Senate Appropriations. A few more weeks there to fashion a Senate version, pass it, and send it into conference with the House for an additional two weeks to reconcile differences. That timeline puts the General Assembly on track for its mid-May adjournment. We fully expect a veto session to follow – though the number of bills the Governor rejects will become clearer as we near May. The end of the session is shaping up to be dynamic, which includes the relationship between the House and Senate who will have to work through their own policy differences before they send bills to the Governor.

For now, a number of bills and issues relevant to the City remain active and continue to be considered, including the following:

Housing

Budget Bill - The [House-passed H.883](#) is now being reviewed by Senate Appropriations. The bill contains a number of appropriations related to housing, including:

- Includes \$7.5M GF in base for Emergency Housing
- Adds \$16.5M in one-time GF for Emergency Housing
- Adds \$20M contingent appropriation for Emergency Housing
- Includes \$839K GF for security at Emergency Housing motels and hotels
- Includes \$7.2M GF in DCF's Office of Economic Opportunity for shelter bed expansion
- Provides \$446K to fund Spectrum Youth and Family Services' 10-bed shelter for homeless youth
- Provides \$25.7M for the Housing Opportunity Grant Program (HOP) that assists homeless individuals

Emergency Housing/Homeless/General Assistance – The House last week passed [H.879](#). The bill is now pending in Senate Health & Welfare. The bill proposes to establish the Emergency Temporary Shelter Program to replace the General Assistance Emergency Housing Program. The bill is intended to provide in statute a more stable and predictable process for housing unsheltered homelessness by making interim shelter opportunities be available to provide a stable pathway to permanent housing for all Vermonters experiencing homelessness.

Further, arbitrary time limits, night-by-night shelter, relocation between interim housing sites, and other disruptions in housing stability are intended to be eliminated. A preference will be that non-congregate housing be used to the greatest extent possible, with hotels and motels are a continued possibility. There is a day limit based on statewide vacancy rates and capped at 90 days maximum, with a possible three month transition of eligible households. There is no mass exodus on one date. The \$80/day cap remains. There is a total budget of \$49 million starting in FY26. There is stalled implementation of the new program for a year to better understand all implications and how it would be run. FY25 General Assistance will continued to be funded.

Rental Assistance/Housing/No Cause or Just Cause Evictions – The [House-passed H.829](#) is now pending in Senate Economic Development, Housing & General Affairs where its fate is uncertain. The bill contains policy and appropriations related to general housing and rental assistance programs. The House chose to fund these initiatives through a new 11.75% income tax bracket starting in tax year 2025 at \$500,000 of income. JFO estimates the new top marginal rate will increase personal income tax revenue by \$74.9 million in fiscal year 2026. Prior to passing the House, an amendment was offered and rejected that would have provided a moratorium on no-cause evictions until the Legislature passes legislation repealing the moratorium. A separate amendment directing a study did pass. The Evictions Study Committee is created to review the causes of eviction in Vermont and propose legislation advancing eviction laws responsive to Vermont’s crises of housing and homelessness. A report with findings and any legislative recommendations is due back to the Legislature by December 15, 2024.

Burlington Charter Change/Just Cause Eviction – [H.474](#) was introduced last year and remains pending in House Government Operations. The bill proposes to approve amendments to the charter of the City of Burlington to authorize the City Council to adopt an ordinance prohibiting the eviction of residential tenants without just cause.

Housing/Be Home/Act 250 – The [House-passed H.687](#) is now pending in Senate Natural Resources & Energy. It is also expected Senate Economic Development, Housing & General Affairs will also review portions of the bill. This bill now joins an [amended S.311](#) and [S.308](#) in Committee. It is likely a single bill will emerge. All the bills contain proposals and revisions to zoning and Act 250 matters, and reform proposals related to the regulatory review of such matters. Also consistent is each of the bills are exemptions from Act 250 for defined Tiers based upon location, density, infrastructure and more. Tier 1A provides such an exemption for designated areas in municipalities that have such infrastructure and local zoning review. Differences relate to scope and timeline for implementation.

Tax on Short-Term Rentals – House Ways & Means may consider a new [proposal to tax short-term rentals](#): a 10% meals and rooms surcharge intended as policy to temper proliferation of STRs because of housing implications, and to raise revenue. [JFO preliminary estimate](#) for a 10% surcharge is between \$37.8 and \$47.0 million per year, with a midpoint of \$42.4 million per year.

Housing Status Protected Class – The House-passed and [amended H.132](#) remains pending in the Senate Committee on Economic Development, Housing & General Affairs. The bill adds housing status to the list of protected classes against which housing and employment discrimination is prohibited. ‘Housing status’ is defined to mean the actual or perceived status of being homeless, being a homeless individual, or being a homeless person, as defined under federal law.

Public Safety

Retail Theft – The [House passed H.534](#) remains pending in the Senate Judiciary Committee. The bill is targeting repeat retail theft offenders and provides that a person who commits more than one retail theft offense in one or more locations within a 14-day period and within a single county shall be punished by a fine of not

more than \$1,000 or imprisonment for not more than 10 years, or both, if the aggregate retail value of the merchandise taken away exceeds \$900. This provision, however, is to be repealed on July 1, 2027. In addition, the bill says it is the intent of the General Assembly that the Department of Corrections reinstitute the Community Restitution Program and ensure that it is appropriately staffed and resourced so that it may be offered in all 14 counties as a sentencing alternative.

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Auto Theft – The House-passed [H.563](#) remains pending in Senate Judiciary. The bill contains additional violations and penalties for auto theft, attempting to steal an auto, entering a motor vehicle of another without authorization or consent of the owner, and operating a motor vehicle without the consent of the owner.

Unserialized or “Ghost” Weapons – The Senate-passed [S.209](#) is under active consideration in House Judiciary. The bill prohibits a person to possess, transfer, or offer to transfer an unfinished frame or receiver, or firearm, unless they have been imprinted with a serial number by a federal firearms licensee, or manufacture a firearm or frame or receiver of a firearm, including by a three-dimensional printer, that is not imprinted with a serial number by a federal firearms licensee.

Substance Use, Prevention and Treatment

Overdose Prevention Centers – The [House-passed H.72](#) is under active consideration in the Senate Health & Welfare. The bill authorizes overdose prevention centers and provides related immunity related to same. The bill contemplates two initial sites and \$2 million in funding.

Budget Bill - The [House-passed H.883](#) is now being reviewed by Senate Appropriations. The bill contains a number of appropriations related to public health, including:

- Includes \$2M from the Evidence Based Education Fund for naloxone distribution
- Directs \$6.1M of Opioid Settlement Fund for substance use prevention and treatment as follows:
 - \$1,060,000 Opioid Abatement Special Fund for a program administered by Vermont's 13 recovery centers in collaboration with the Department of Corrections to provide recovery support to those in correctional facilities, post-incarceration, and involved in probation and parole;
 - \$1,000,000 Opioid Abatement Special Fund for grants to providers to establish community-based stabilization beds for individuals transitioning between substance use disorder residential treatment and the recovery system;
 - \$800,000 Opioid Abatement Special Fund for grants to providers for ongoing support for contingency management;
 - \$795,000 Opioid Abatement Special Fund for prevention coalitions;
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 - \$300,000 Opioid Abatement Special Fund for a grant to Johnson Health Center and Vermonters for Criminal Justice Reform to establish a managed medical response partnership for individuals with substance use disorder;
 - \$835,073 General Fund for the Bridges to Health program; and
 - \$400,000 General Fund for the Vermont Household Health Insurance Survey.

Flavored Tobacco Products and e-liquids – The Governor last week vetoed [S.18](#), a bill that proposes to ban the retail sale of flavored cigarettes, e-cigarettes, and e-liquids, among other purposes. Whether or not the Legislature will vote to override the veto remains uncertain.

Transportation/Public Transit

FY25 Transportation Budget Bill – The [House-passed H.868](#) remains pending in Senate Transportation where a vote early this week is expected. The Senate Transportation Committee amendments can be found [here](#). The bill will then need to go to the Appropriations Committee before the Senate floor. The annual bill contains appropriations for transportation infrastructure, programs, administration, and modes of transportation, including public transit, aviation and rail.

FY25 Public Transit Budget – The TBill referenced above contains funding for public transit and related programs. The House Committee largely concurred with the Agency's [proposed FY25 budget for public transit](#). The House decided to take \$1.7 million of available federal carbon reduction funds for use in other carbon reduction strategies, such as for providing grants to increase Vermonters' access to EV charging infrastructure. The Senate Committee appears inclined to not agree with this House change and revert instead to as proposed by the Agency.

GMT Funding - Senate Transportation also appears inclined to [appropriate \\$1 million in one-time funds to Green Mountain](#) Transit to address expected financial deficits. The funding is conditioned on the following:

- (1) that GMT begin collecting fares for urban and commuter transit service not later than June 1, 2024;

(2) in coordination with the Agency of Transportation, Special Service Transportation Agency, Rural Community Transportation, and Tri-Valley Transit, evaluate alternative options for delivering cost-effective urban fixed-route transit service, rural transit service, commuter service, and any other specialized services currently provided, and prepare a proposed implementation plan, including a three-year cost and revenue plan, for recommended service transitions; and

(3) submit to the House and Senate Committees on Transportation an interim report on or before November 15, 2024 and a final report on or before February 1, 2025, detailing the findings, recommendations, and implementation plan

Medicaid Transportation – The House-passed FY25 Budget Bill ([H.883](#)) is now pending in Senate Appropriations. The bill includes an additional \$1.3 million in FY25 funding to address shortfalls in the FY24 budget experienced by transit agencies providing Medicaid transportation services. The language accompanying the appropriation makes clear the intent of the money is to go directly to entities providing the service. In addition, the language directs DVHA to update the Legislature on projected NEMT funding needs, and revisions to the contract to provide such services, in DVHA’s FY25 budget adjustment appropriation request next year.

Municipal Government

Burlington Charter Change – [H.881](#) remains pending in the House Government Operations Committee where a hearing is scheduled for this week. The bill contains the lone change to the City’s charter: to double from \$5 to \$10 million the line of credit available to the Burlington Electric Department for potential working capital and liquidity.

Miscellaneous Tax Bill/Study of Municipal Revenue Sharing – The House-passed [H.546](#) is now pending in Senate Finance. This is a miscellaneous tax bill originating from the Tax Department that contains mostly technical changes. The House added a study to the bill creating the Local Government Revenue Working Group to evaluate municipal revenue sources and to make recommendations for State authorization of new revenue generation for municipalities. A Report is due back on or before December 15, 2024,

Municipal Tax Abatement and Tax Sales – The House-passed [H.629](#) is now pending in Senate Government Operations. The bill contains revisions to the processes for municipal tax abatement and tax sales, including when abatement is considered and the factors in the decision, and notices provided to taxpayers. The bill also creates a Working Group on Vermont’s abatement and tax sales processes to look further into the issues and make a report and any recommendations to the Legislature.

Electronic Meetings – The Senate-passed [S.55](#) remains pending in the House Government Operations Committee. The bill requires any public body of the State, except advisory bodies and the Human Services Board, to:

- hold all regular and special meetings in a hybrid fashion, which shall include both a designated physical meeting location and a designated electronic meeting platform;
- electronically record all meetings; and
- for a minimum of 30 days following the approval and posting of the official minutes for a meeting, retain the audiovisual recording and post the recording in a designated electronic location.

A quorum or more of the members of an advisory body may attend any meeting of the advisory body by electronic or other means without being physically present at or staffing a designated meeting location.

A resident of the geographic area in which the public body has jurisdiction, a member of a public body, or a member of the press may request that a public body designate a physical meeting location or provide electronic or telephonic access to a regular meeting or series of regular meetings. The request shall be made in writing not less than three business days before the date of the meeting.

Study of County Government – The Senate-passed [S.159](#) is now pending in the House Government Operations Committee. The bill creates a study committee relative to county government. It also creates a County and Regional Governance Technical Advisory Group to analyze the subject matter being considered by the County and Regional Governance Study Committee and advise, assist, and provide recommendations to the Study Committee, specifically on the structure and organization of county and regional government.

Alcohol Bill – The [House-passed H.867](#) remains pending in the Senate Economic Development, Housing & General Affairs Committee. The bill has several provisions, including those that: relate to service of on-premises and off-premises within same contiguous premises and allows on-premises to sell also sell closed containers for off-premises consumption; relate to special venue serving permits and permitted establishments; relate to sampling event permits; increase the number of special events permit to manufacturer or rectifier from 10 to 20 per year; relate to a report is due from Department of Liquor and Lottery; relate to liquor liability and last year's reform, and extends the provision requiring every licensee of the Department to acquire liquor liability insurance and extends the effective date of mandate to July 1, 2026; and creates a new fee for a retail master license, which is a person that acts as the parent corporation for licensed retail dealers or manufacturers that have merged.

State and Municipal Code of Ethics – The House-passed [H.875](#) is now pending in the Senate Government Operations Committee. The bill creates a State Ethics Code and Municipal Ethics Code. The municipal portion of the bill also repeals redundant municipal ethics law and requires municipal officers currently in office to complete initial ethics training. Municipal officers include members of legislative and quasi-judicial bodies, as well as individuals who, as part of their official municipal duties, exercise authority and discretion in performing any governmental action or function, other than in a solely clerical, secretarial, or ministerial capacity. Members of advisory bodies are not considered municipal officers. Here is a [summary](#) of the combined bill.

The week's schedule (some committee agendas have yet to be posted, or are incomplete in anticipation of lengthy floor time) includes:

Tuesday, April 9 – [House Government Operations](#) will consider S.55, the open-meeting bill. [House Judiciary](#) will consider S.209 related to ghost guns. [Senate Government Operations](#) will consider H.875 related to a municipal code of ethics. [Senate Natural Resources & Energy](#) will consider H.687, the housing bill. [Senate Transportation](#) will review and discuss elements of the transportation budget bill, H.868, with a vote possible.

Wednesday, April 10 – House Government Operations will consider H.881, the Burlington charter change bill. House Judiciary will consider S.195 related to bail and conditions for release, and also S.285 related to law enforcement interrogation policies. Senate Government Operations will consider H.629 related to municipal tax sales. [Senate Health & Welfare](#) will consider H.879 related to General Assistance and emergency housing. The same Committee will consider H.72 related to overdose preventer centers with a vote possible. [Senate Judiciary](#) will consider H.563 related to auto theft with a vote possible. Senate Natural Resources & Energy will consider H.687, the housing bill.

Thursday, April 11 – [House Education](#) and Ways & Means will hold a joint hearing to consider education finance. Senate Government Operations will consider H.875 related to a municipal code of ethics. Senate Natural Resources & Energy will again consider H.687, the housing bill.

Friday, April 12 – Senate Judiciary will consider H.645 related to the expansion of approaches to restorative justice. Senate Natural Resources & Energy will consider H.687, the housing bill.

City of Burlington

*2024 Legislative Update**Volume 15-2024**April 15, 2024***Government Relations Team:****Jamie Feehan:** jfeehan@primmer.com • **Jonathan Wolff:** jwolff@primmer.com**Michelle Davis Farnham:** mfarnham@primmer.com • **Margaret Laggis:** laggistics@comcast.net**Address:** 30 Main Street, Suite 500, Burlington, Vermont 05402**Phone:** (802) 864-0880*Copies of Bills: Hyperlinked Below or Access the Legislative Website at www.leg.state.vt.us*

The pace is certainly starting to pick up in the Legislature as lawmakers are becoming increasingly aware of the calendar. The session is fast approaching its final weeks and we are starting to see movement on must-pass bills. That includes the FY25 budget bill, H.883, which is poised to be voted on in Senate Appropriations early this week. The bill will then head to the Senate floor. Typically, the budget bill then goes to a conference committee between House and Senate budget writers that typically lasts about two weeks with adjournment around the same time. It appears budget writers in the Senate are either moving up the adjournment date, or expecting a longer conference committee period. It's likely many issues found in other bills will find their way into the budget bill before we're done.

In other notable action,

- the Senate Finance Committee recommended late Friday a miscellaneous tax bill, [H.546](#), that now also contains approximately [\\$19 million in new fee increases](#) charged by the Department of Financial Regulation on certain of its regulated entities.
- Senate Transportation approved its version of the FY25 transportation budget bill, H. that contains appropriations to support spending on transportation modes, infrastructure and administration. The bill should be on the Senate floor as early as the end of this week. It, too, will then likely head into a conference committee.
- House Ways & Means is poised to vote on a [draft Committee bill](#) setting the FY25 property tax rates and yields necessary to support education spending. That bill also contains two, new taxes: one assessing a sales tax to purchases of prewritten software regardless of where accessed (the so-called "cloud tax") raising about \$20 million; and another a 1.5% surcharge on short-term rentals raising about \$6 million. These taxes are intended to help to buy down the looming property tax increase needed to support education spending. The bill also makes short-term changes related to education spending and creates yet another task force to consider more significant changes for the future. In late developments, the Administration proposed to the Committee phasing in the property tax increase over several years, the mechanics and details of which were yet to be fleshed-out. The Committee delayed a Friday vote on the bill in order to learn more early this week.
- Senate Natural Resources & Energy has targeted this Wednesday to vote on a significant housing and Act 250 reform bill. A [new draft of that Senate Committee response](#) to H.687 was just released for consideration. Multiple Senate committees will also be involved before this one heads back to the House. The House-passed [H.687](#) will form the House starting point in any conference committee formed to reconcile differences. came from the House and will be the vehicle to contain the Senate response,

Several other legislative priorities remain pending, of course. Movement on the must-pass bills will likely put a fire under lawmaker consideration of these other bills.

For now, a number of bills and issues relevant to the City remain active and continue to be considered, including the following:

Housing

Budget Bill - The [House-passed H.883](#) is pending in Senate Appropriations with a vote likely early this week. The House version of the bill contains a number of appropriations related to housing, including:

- Includes \$7.5M GF in base for Emergency Housing
- Adds \$16.5M in one-time GF for Emergency Housing
- Adds \$20M contingent appropriation for Emergency Housing
- Includes \$839K GF for security at Emergency Housing motels and hotels
- Includes \$7.2M GF in DCF's Office of Economic Opportunity for shelter bed expansion
- Provides \$446K to fund Spectrum Youth and Family Services' 10-bed shelter for homeless youth
- Provides \$25.7M for the Housing Opportunity Grant Program (HOP) that assists homeless individuals

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Tax on Short-Term Rentals – As described above, House Ways & Means is poised to adopt a new 1.5% surcharge on short-term rentals. The proposal is part of the omnibus education property tax and yield [draft Committee bill](#) currently in Committee. Following a vote in Committee the bill will be introduced, and then likely be referred to House Appropriations before heading to the House floor. The surcharge is estimated to raise approximately \$6 million annually.

Housing Status Protected Class – The House-passed and [amended H.132](#) remains pending in the Senate Committee on Economic Development, Housing & General Affairs. The bill adds housing status to the list of protected classes against which housing and employment discrimination is prohibited. ‘Housing status’ is defined to mean the actual or perceived status of being homeless, being a homeless individual, or being a homeless person, as defined under federal law.

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Substance Use, Prevention and Treatment

Overdose Prevention Centers – The [House-passed H.72](#) is under active consideration in the Senate Health & Welfare with a vote possible this week. The bill authorizes overdose prevention centers and provides related immunity related to same. The [draft bill under consideration in the Senate Committee](#) now contemplates one site in Burlington and \$1.1 million in funding to come from opioid settlement funds. It also includes language recommended by the City to address trained professionals on site.

Budget Bill - The [House-passed H.883](#) is pending in Senate Appropriations and vote on the Senate version is expected early this week. The House bill contains a number of appropriations related to public health, including:

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Transportation/Public Transit

FY25 Transportation Budget Bill – The Senate Transportation Committee has voted to recommend its version of the FY25 transportation appropriation and policy bill, [H.868](#). The bill has since been reviewed and approved by Senate Finance and will next be reviewed by Senate Appropriations before going to the Senate floor. The bill is expected to go to a conference committee to reconcile differences with the [House-passed H.868](#). The annual bill contains appropriations for transportation infrastructure, programs, administration, and modes of transportation, including public transit, aviation and rail.

FY25 Public Transit Budget/GMT – The TBill referenced above contains funding for public transit and related programs. A few notable changes in the Senate Transportation bill:

- They disagreed with the House decision to take \$1.7 million in federal carbon reduction moneys to be used for EV an infrastructure and instead return that money to transit and Mobility and Transportation Initiatives (MTI) capital (likely EV Sprinters or the like).
- They tightened the MTI eligibility language to make sure that any new grants will complement and not compete with existing services and programs, including public transit.
- They deleted entirely the House proposal for a study of broader transportation revenues. The Committee rationale is that this has been studied enough and the issue just needs political will to make revenue decisions. (As a reminder, this was not a transit-specific study but for all of transportation.)
- In response to GMT’s continued budget deficits, the bill appropriates \$1 million to GMT as one-time bridge funding, contingent on a number of factors described in Section 5, page 12. The money comes from VTrans maintenance but will be replaced with any new federal funds that can be flexed for this purpose.

GMT Funding - Senate Transportation voted to [appropriate \\$1 million in one-time funds to Green Mountain Transit](#) to address expected financial deficits. The funding is conditioned on the following:

- (1) that GMT begin collecting fares for urban and commuter transit service not later than June 1, 2024;
- (2) in coordination with the Agency of Transportation, Special Service Transportation Agency, Rural Community Transportation, and Tri-Valley Transit, evaluate alternative options for delivering cost-effective urban fixed-route transit service, rural transit service, commuter service, and any other specialized services currently provided, and prepare a proposed implementation plan, including a three-year cost and revenue plan, for recommended service transitions; and

(3) submit to the House and Senate Committees on Transportation an interim report on or before November 15, 2024 and a final report on or before February 1, 2025, detailing the findings, recommendations, and implementation plan

Medicaid Transportation – The House-passed FY25 Budget Bill ([H.883](#)) is now pending in Senate Appropriations. The bill includes an additional \$1.3 million in FY25 funding to address shortfalls in the FY24 budget experienced by transit agencies providing Medicaid transportation services. The language accompanying the appropriation makes clear the intent of the money is to go directly to entities providing the service. In addition, the language directs DVHA to update the Legislature on projected NEMT funding needs, and revisions to the contract to provide such services, in DVHA’s FY25 budget adjustment appropriation request next year.

Municipal Government

Burlington Charter Change – [H.881](#) is on the House Calendar for action this week after being recommended by House Government Operations. The bill contains the lone change to the City’s charter: to double from \$5 to \$10 million the line of credit available to the Burlington Electric Department for potential working capital and liquidity.

Miscellaneous Tax Bill/Study of Municipal Revenue Sharing – Senate Finance gave its recommendation to an [amended H.546](#) late last week. This is a [miscellaneous tax bill](#) originating from the Tax Department that contained mostly technical changes but has grown with House and now proposed Senate changes, including approximately \$19 million in proposed fee increases. The Senate Finance version allows a municipality to enact a local option sales, meals and alcohol, or rooms tax by vote of the legislative body of the municipality without a charter change.

The House-passed [H.546](#) added a study to the bill creating the Local Government Revenue Working Group to evaluate municipal revenue sources and to make recommendations for State authorization of new revenue generation for municipalities. A Report is due back on or before December 15, 2024. The Senate deleted the study in favor of above.

Municipal Tax Abatement and Tax Sales – Senate Government Operations gave its recommendation late last week to an [amended H.629](#). The bill is now pending in Senate Appropriations. The bill contains revisions to the processes for municipal tax abatement and tax sales, including when abatement is considered and the factors in the decision, and notices provided to taxpayers. The bill also creates a Working Group on Vermont’s abatement and tax sales processes to look further into the issues and make a report and any recommendations to the Legislature.

Electronic Meetings – The Senate-passed [S.55](#) remains pending in the House Government Operations Committee. The House Committee is considering a few [amendments to the Senate bill](#). The bill requires any public body of the State, except advisory bodies and the Human Services Board, to:

- hold all regular and special meetings in a hybrid fashion, which shall include both a designated physical meeting location and a designated electronic meeting platform;
- electronically record all meetings; and
- for a minimum of 30 days following the approval and posting of the official minutes for a meeting, retain the audiovisual recording and post the recording in a designated electronic location.

A quorum or more of the members of an advisory body may attend any meeting of the advisory body by electronic or other means without being physically present at or staffing a designated meeting location.

A resident of the geographic area in which the public body has jurisdiction, a member of a public body, or a member of the press may request that a public body designate a physical meeting location or provide electronic

or telephonic access to a regular meeting or series of regular meetings. The request shall be made in writing not less than three business days before the date of the meeting.

Study of County Government – The Senate-passed [S.159](#) remains pending in the House Government Operations Committee. The bill creates a study committee relative to county government. It also creates a County and Regional Governance Technical Advisory Group to analyze the subject matter being considered by the County and Regional Governance Study Committee and advise, assist, and provide recommendations to the Study Committee, specifically on the structure and organization of county and regional government.

Alcohol Bill – The [House-passed H.867](#) remains pending in the Senate Economic Development, Housing & General Affairs Committee. The bill has several provisions, including those that: relate to service of on-premises and off-premises within same contiguous premises and allows on-premises to sell also sell closed containers for off-premises consumption; relate to special venue serving permits and permitted establishments; relate to sampling event permits; increase the number of special events permit to manufacturer or rectifier from 10 to 20 per year; relate to a report is due from Department of Liquor and Lottery; relate to liquor liability and last year's reform, and extends the provision requiring every licensee of the Department to acquire liquor liability insurance and extends the effective date of mandate to July 1, 2026; and creates a new fee for a retail master license, which is a person that acts as the parent corporation for licensed retail dealers or manufacturers that have merged.

State and Municipal Code of Ethics – The House-passed [H.875](#) remains pending and under active consideration this week in the Senate Government Operations Committee. The bill creates a State Ethics Code and Municipal Ethics Code. The municipal portion of the bill also repeals redundant municipal ethics law and requires municipal officers currently in office to complete initial ethics training. Municipal officers include members of legislative and quasi-judicial bodies, as well as individuals who, as part of their official municipal duties, exercise authority and discretion in performing any governmental action or function, other than in a solely clerical, secretarial, or ministerial capacity. Members of advisory bodies are not considered municipal officers. Here is a [summary](#) of the combined bill.

The week's schedule (some committee agendas have yet to be posted, or are incomplete in anticipation of lengthy floor time) includes:

Monday, April 15 – [House Ways & Means](#) will consider the property tax and yield bill. [Senate Natural Resources & Energy](#) will consider the housing bills.

Tuesday, April 16 – [House Judiciary](#) will consider S.195 related to conditions for release, and S.209 related to ghost guns. House Ways & Means will consider the property tax and yield bill. [Senate Government Operations](#) will consider H.875 related to a municipal code of ethics. Senate Natural Resources & Energy will consider H.687, the housing bill. [Senate Transportation](#) will review any updates to the transportation budget bill, H.868.

Wednesday, April 17 – House Judiciary will consider S.58 related to drug crimes. [House Transportation](#) will hear from Green Mountain Transit and VTTrans on GMT's fiscal picture. [Senate Economic Development](#) will consider a study of housing inventory. [Senate Health & Welfare](#) will consider H.879 related to General Assistance and emergency housing. The same Committee will consider H.72 related to overdose preventer centers with a vote possible. [Senate Judiciary](#) will consider H.645 related to the expansion of approaches to restorative justice.

Thursday, April 18 – [House Government Operations](#) will consider S.55 related to open meeting laws. House Judiciary will consider S.58 related to drug crimes, and S.195 related to conditions for release. Senate Economic

Development will again consider housing issues. Senate Government Operations will consider H.875 related to a municipal code of ethics. Senate Health & Welfare will consider H.879 related to General Assistance and emergency housing. Senate Judiciary will consider H.534 related to retail theft with a vote possible.

Friday, April 19 – House Judiciary will consider S.58 related to drug crimes with a vote possible. Senate Economic Development will consider H.867 related to alcohol. Senate Government Operations will consider H.875 related to a municipal code of ethics. Senate Health & Welfare will consider H.879 related to General Assistance and emergency housing. Senate Judiciary will consider H.645 related to the expansion of approaches to restorative justice.



NET ZERO ENERGY

BURLINGTON VERMONT



About Burlington Electric Department (BED)

- Burlington's municipal electric utility
 - Public power since 1905
 - 123 employee positions, including the McNeil Generating Station; 86 are IBEW positions
 - Third-largest electric utility in Vermont
- 21,000+ customers
 - 17,282 residential, 3,983 commercial and industrial
 - 5,500-6,000 residential accounts turn over each year
- Electricity facts:
 - Summer peak: ~65 MW; annual energy use: ~330,000 MWH
 - 100% of power from renewable generation as of 2014





2030 Vision: Make Burlington a Net Zero Energy city by eliminating fossil fuel usage across electric, thermal, and ground transportation sectors.

- The City Council adopted the Net Zero Roadmap in September 2019.
- Burlington's Net Zero goal is the most ambitious local climate change plan in the nation that BED is aware of, recognized by the Smart Electric Power Alliance as the *"first US Net-Zero 2030 plan."*
- All Departments of the City play a role in supporting implementation.
- Synapse Energy Economics updates the Roadmap progress data, drawn from BED, VGS, DMV, and Vermont and Chittenden County travel data.



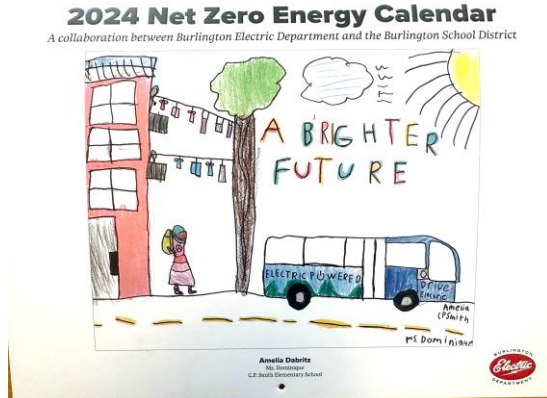
Emery Nichols, Ms. Rochman Champlain Elementary





Net Zero Energy Roadmap Update Highlights

- Greenhouse gas emissions in ground transportation and thermal/buildings sector **down 18.2% in 2023** relative to 2018 baseline
- 2023 was second largest year-over-year reduction at -8%, behind pandemic-impacted 2020 -14%
- 2023 reductions driven by thermal/buildings sector, with **natural gas consumption in 2023 at its lowest levels** since Roadmap tracking started.





Net Zero Energy Roadmap Update Highlights (continued)

Burlington's progress is ahead of state/national pace –

- **Burlington natural gas consumption is down 19%** since 2018, statewide natural gas consumption is down 9% over same period.
- **Burlington's ground transportation fuel consumption is down 13%** since 2018, compared to an approximate 4.3% decline in ground transportation fuel emissions nationally 2018-2022.

Initiatives to-date that have supported progress –

- Primary renewable heating ordinance
- BED heat pump, EV, and dozens of other incentives, with enhanced incentives for income-qualified customers
- EV charging infrastructure – public and Parks, multi-family buildings, CarShare, off-peak home charging rate
- NZE revenue bond \$20 million investment
- Electrifying City fleet and GMT buses
- BED Energy Assistance Program
- VMT reductions; remote and hybrid work options
- On-bill financing partnerships with VHFA, EDA





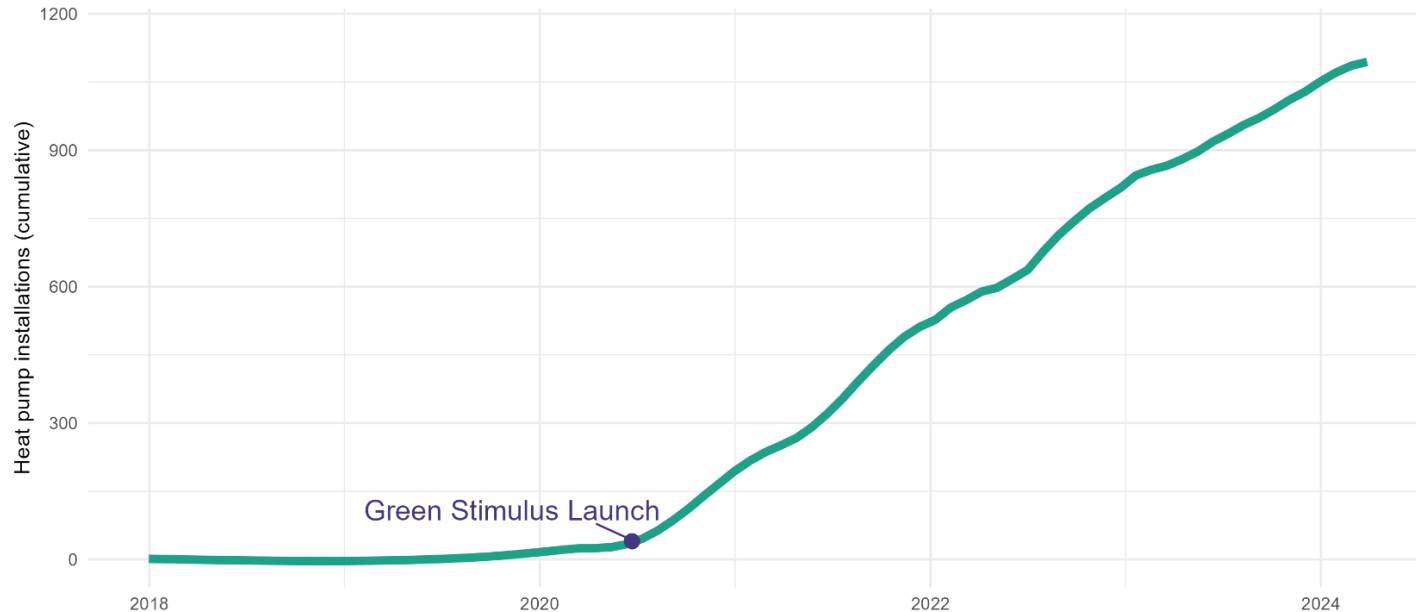
Progress Since Launching Green Stimulus in June 2020





Over 2,300 heat pumps installed in Burlington to-date
increased 25x since launch of Green Stimulus in June 2020

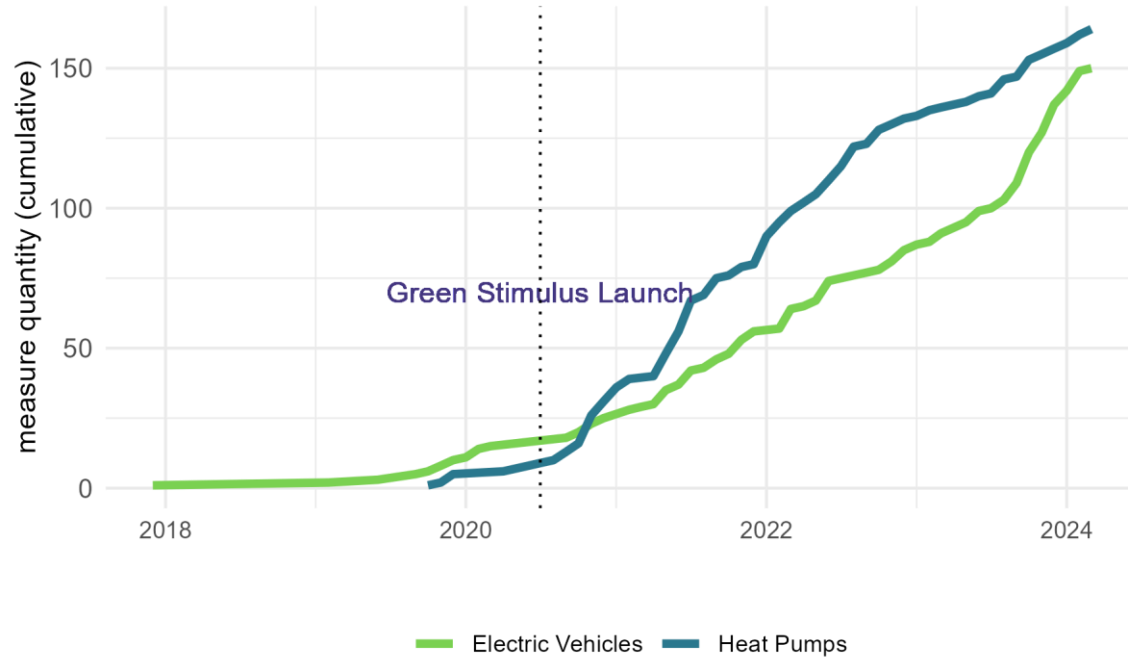
Tier 3 Residential Heat Pump Installations





21% of BED's EV/PHEV rebates and **14%** of heat pump rebates have been enhanced rebates available to income-qualified customers, as of early 2024

Improved Accessibility to Tier 3 Programs

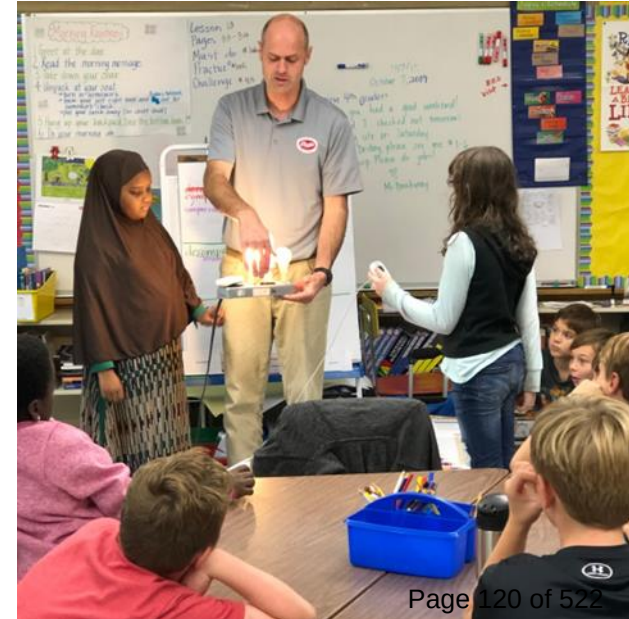




Net Zero Energy Roadmap Update 2023 Data

Performed by Synapse Energy Economics

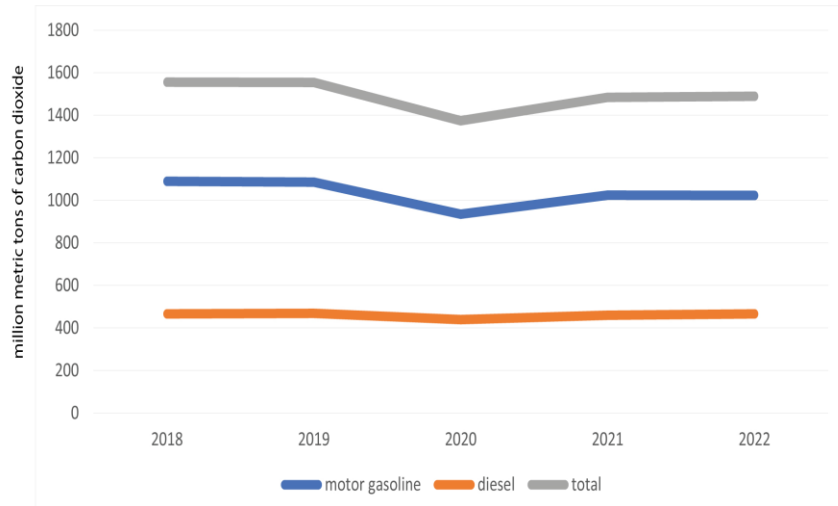
Commissioned by BED





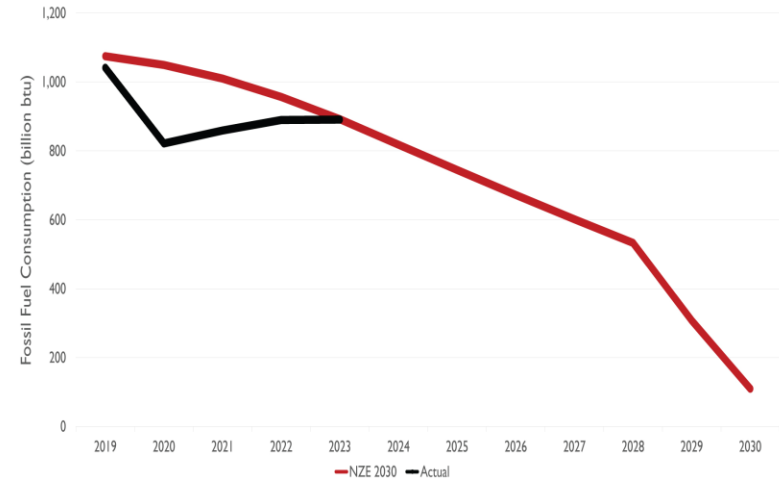
U.S. Motor Gasoline and Diesel CO₂ Emissions 4.3% reduction 2018-2022

TRANSPORTATION CO₂ EMISSIONS BY FUEL SOURCE



Burlington Gasoline & Diesel Consumption 13% reduction 2018-2023

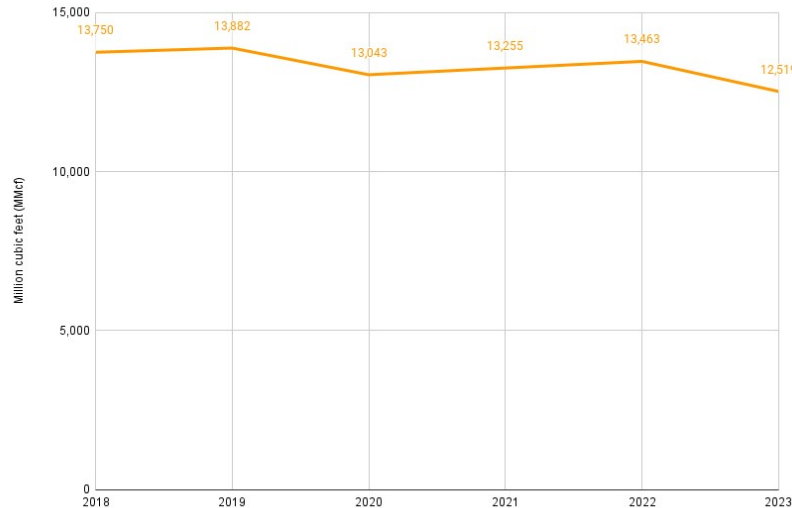
GASOLINE AND DIESEL CONSUMPTION 2018-2023





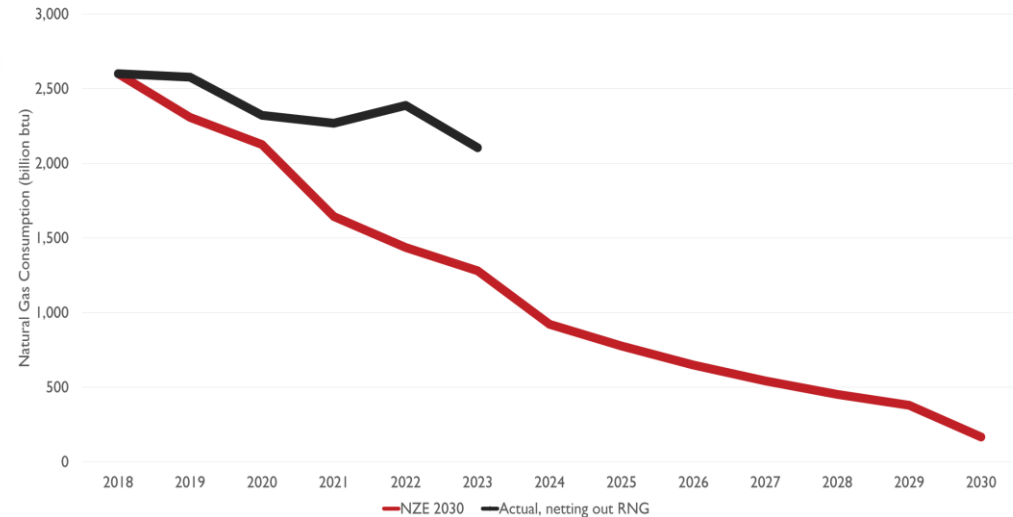
Vermont (not weather normalized) 9% reduction 2018-2023

Vermont total fossil gas sales, 2018-2023



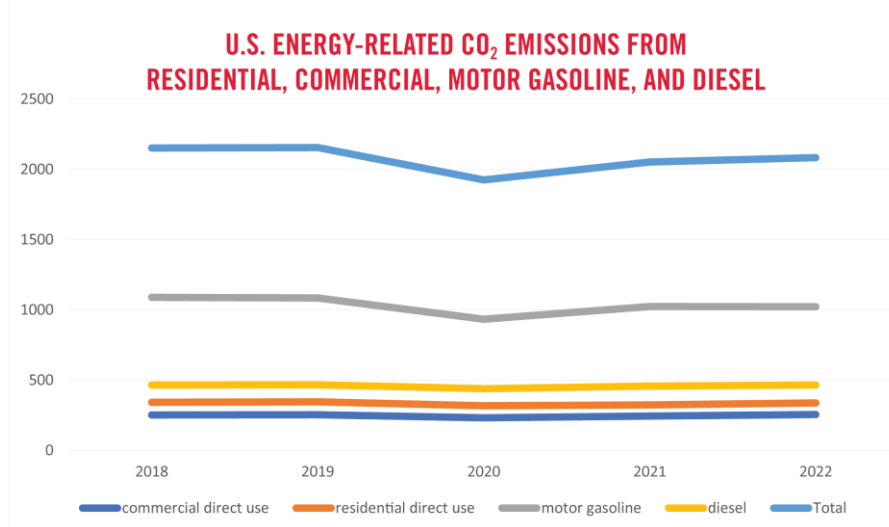
Burlington (not weather normalized) 19% reduction 2018-2023

TOTAL NATURAL GAS CONSUMPTION 2018-2023



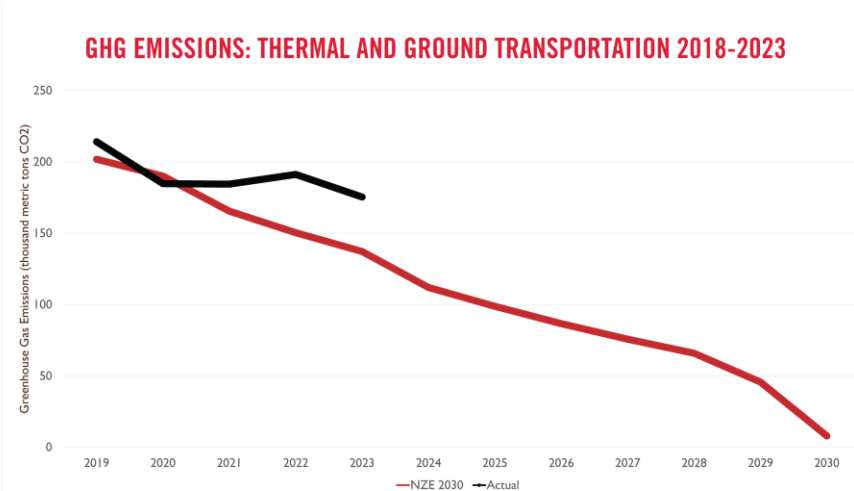


U.S., 2018-2022
3.3% reduction



<https://www.eia.gov/environment/emissions/carbon/>

Burlington, 2018-2023
18.2% reduction





Net Zero Energy Next Steps

- New BED programs launched in March 2024: “superuser” EV incentives, increased E-bike incentives, increased EV charging incentives, and expected fall 2024 E-bus incentives, Switch and Save income-qualified water heater changeout, heat pump bill credit pilot program (pending approval) supported by U.S. DOE GRIP grant
- Continue to expand outreach and engagement to increase equitable access to programs
- Inflation Reduction Act incentives/rebates; awaiting income-qualified rebates from State
- Carbon Fee Ordinance began Jan. 1 2024
- BED work with buildings decarbonization
- Clean Heat Standard implementation



2023 Net Zero Energy Calendar

A collaboration between Burlington Electric Department and the Burlington School District



Naili Abree
Mt. Mansfield
Integrated Arts Academy



FLATBREAD

Tilian Hawkins-Hille
Mt. Mansfield
Edmunds Elementary School

VERMONT ENERGY
CONSERVATION & EFFICIENCY

2023	JUNE OVER DISPO	JUNE TOTAL PENDING		JULY OVER DISPO	JULY TOTAL PENDING		AUG OVER DISPO	AUG TOTAL PENDING		SEPT OVER DISPO	SEPT TOTAL PENDING		OCT OVER DISPO	OCT TOTAL PENDING		NOV OVER DISPO	NOV TOTAL PENDING		DEC OVER DISPO	DEC TOTAL PENDING	JAN 2024 OVER DISPO	JAN 2024 TOTAL PENDING		FEB 2024 OVER DISPO	FEB 2024 TOTAL PENDING		MARCH 2024 OVER DISPO	MARCH 2024 TOTAL PENDING	MARCH NEW CASES FILED	APRIL 2024 OVER DISPO	APRIL 2024 TOTAL PENDING	APRIL 2024 NEW CASES FILED
Addison	105	405	Addison	109	414	Addison	114	431	Addison	143	504	Addison	126	469	Addison	129	436	Addison	129	431	132	425	Addison	134	435	Addison	132	431	28	110	390	33
Bennington	690	1909	Bennington	711	1937	Bennington	725	1913	Bennington	754	1709	Bennington	715	1536	Bennington	717	1533	Bennington	731	1518	701	1430	Bennington	681	1454	Bennington	645	1441	303	561	1343	84
Calcdonia	787	1300	Calcdonia	761	1264	Calcdonia	784	1313	Calcdonia	884	1481	Calcdonia	714	1261	Calcdonia	775	1261	Calcdonia	776	1261	764	1380	Calcdonia	773	1380	Calcdonia	801	1380	48	686	1175	35
Chittenden	851	2776	Chittenden	863	2885	Chittenden	906	2970	Chittenden	1862	3368	Chittenden	830	2947	Chittenden	871	2973	Chittenden	1028	3049	976	2342	Chittenden	934	2990	Chittenden	961	3052	220	887	2944	283
Essex	113	219	Essex	115	221	Essex	112	232	Essex	129	250	Essex	109	225	Essex	112	220	Essex	110	223	102	158	Essex	105	205	Essex	95	205	8	100	221	13
Franklin	279	1122	Franklin	299	1077	Franklin	224	1096	Franklin	272	1211	Franklin	209	1040	Franklin	209	1090	Franklin	198	1027	183	1002	Franklin	183	1092	Franklin	155	1109	103	173	1102	126
Grand Isle	20	83	Grand Isle	25	82	Grand Isle	17	71	Grand Isle	30	88	Grand Isle	17	86	Grand Isle	18	87	Grand Isle	11	78	15	76	Grand Isle	17	73	Grand Isle	19	69	2	22	67	1
Lamolle	449	857	Lamolle	381	781	Lamolle	374	787	Lamolle	454	869	Lamolle	345	752	Lamolle	305	684	Lamolle	277	639	622	622	Lamolle	611	720	Lamolle	581	572	38	211	581	40
Orange	121	387	Orange	111	369	Orange	140	361	Orange	192	478	Orange	149	427	Orange	149	419	Orange	141	386	132	385	Orange	131	397	Orange	126	394	31	132	267	45
Orleans	1627	1621	Orleans	1609	1699	Orleans	1642	1699	Orleans	1440	1562	Orleans	1694	1562	Orleans	1539	1539	Orleans	1550	1550	1519	1519	Orleans	1466	1503	Orleans	946	1466	59	924	1495	76
Rutland	1304	2180	Rutland	1203	2134	Rutland	1209	2189	Rutland	1249	2031	Rutland	1106	1937	Rutland	1081	1990	Rutland	1056	1920	989	1818	Rutland	941	1781	Rutland	851	1699	116	777	1621	140
Washington	387	1306	Washington	337	1286	Washington	369	1403	Washington	361	1320	Washington	301	1262	Washington	277	1260	Washington	267	1301	281	1382	Washington	270	1392	Washington	271	1384	255	1280	36	90
Windham	620	1339	Windham	614	1369	Windham	641	1437	Windham	672	1642	Windham	636	1361	Windham	610	1362	Windham	570	1332	586	1299	Windham	565	1342	Windham	563	1321	84	574	1349	111
Windsor	281	783	Windsor	268	759	Windsor	284	862	Windsor	345	1012	Windsor	288	781	Windsor	252	774	Windsor	238	752	238	734	Windsor	229	752	Windsor	247	774	48	229	756	35

	2022 December	2023 January	2023 February	2023 March	2023 April	2023 May
Addison	207%	69%	133%	300%	91%	91%
Bennington	59%	97%	132%	62%	92%	92%
Caledonia	93%	63%	85%	200%	197%	197%
Chittenden	75%	114%	67%	105%	122%	122%
Essex	114%	85%	136%	325%	94%	94%
Franklin	128%	101%	91%	217%	105%	105%
Grand Isle	100%	120%	110%	85%	64%	64%
Lamoille	74%	57%	95%	85%	191%	191%
Orange	83%	65%	94%	86%	88%	88%
Orleans	59%	75%	75%	147%	101%	101%
Rutland	142%	108%	106%	114%	153%	153%
Washington	124%	147%	122%	114%	83%	83%
Windham	124%	101%	112%	275%	117%	117%
Windsor	121%	84%	130%	136%	111%	111%

2023 June	2023 July	2023 August	2023 September	2023 October	2023 November
75%	98%	89%	62%	76%	111%
111%	65%	95%	88%	88%	128%
179%	71%	72%	99%	130%	94%
83%	80%	107%	69%	118%	88%
125%	65%	78%	77%	108%	100%
62%	135%	111%	89%	80%	99%
72%	130%	263%	67%	75%	55%
239%	119%	154%	113%	102%	179%
90%	94%	58%	56%	90%	122%
83%	114%	68%	115%	109%	145%
117%	109%	105%	138%	160%	115%
107%	91%	64%	109%	97%	98%
104%	64%	92%	93%	97%	108%
129%	73%	98%	111%	109%	102%

2023 December	2024 January	2024 February	2024 March
86%	85%	131%	105%
101%	130%	95%	129%
98%	75%	97%	100%
78%	95%	114%	86%
183%	150%	75%	147%
140%	85%	71%	84%
240%	113%	138%	267%
166%	87%	134%	157%
161%	178%	138%	103%
96%	110%	93%	173%
123%	136%	133%	145%
87%	90%	115%	107%
119%	93%	99%	113%
122%	79%	102%	99%

2024 April

143%
139%
241%
109%
59%
84%
160%
68%
65%
110%
122%
96%
73%
105%



Burlington Fire Department



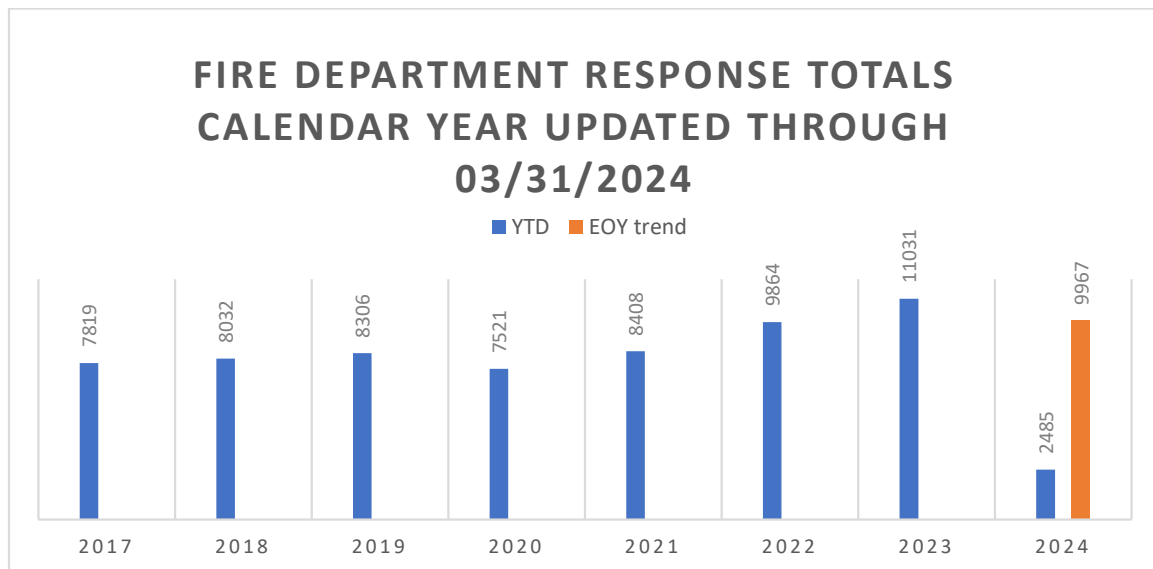
136 South Winooski Avenue
Burlington, Vermont 05401-8378
(802) 864-4554 • (802) 658-2700 (TTY)
Business Fax (802) 864-5945 • Central Station Fax (802) 865-5387

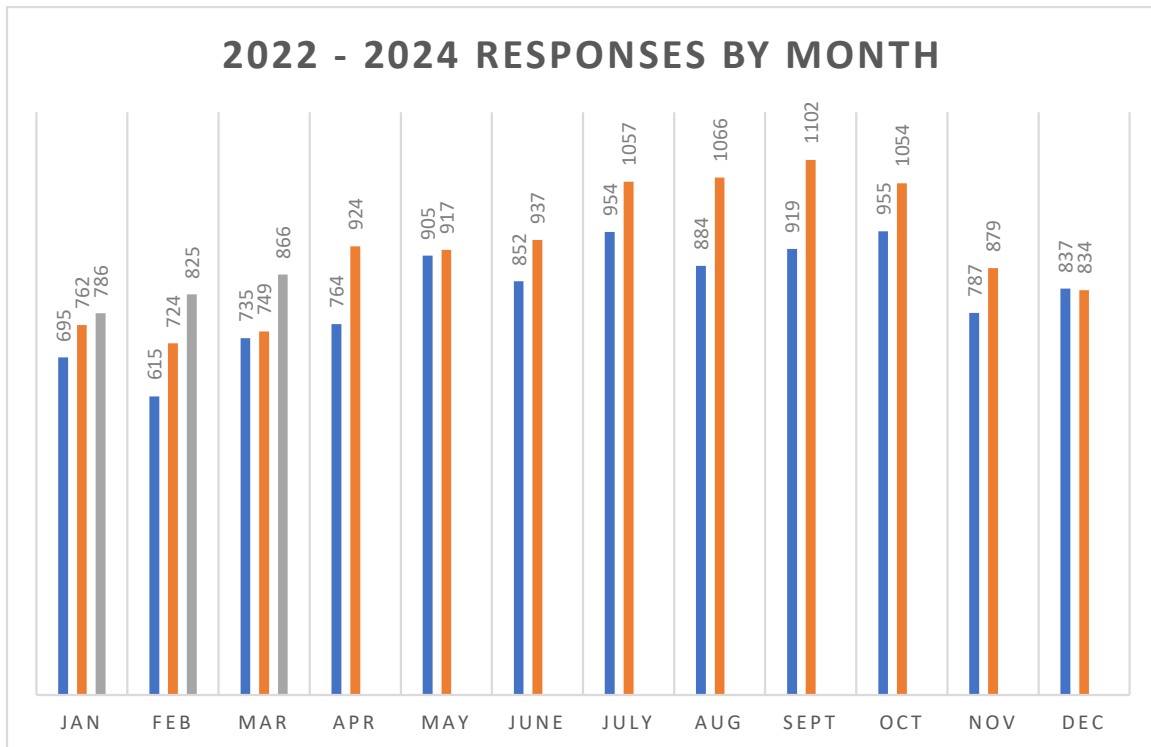
April 02, 2024

Chief's Report to the Burlington Fire Commission

Personnel: We currently hold four vacancies. We accepted entry-level applications through 02/29/24. We received 27 applications. Interviews are underway. DC Petit created a lateral hiring process to increase the candidate pool. This process will allow us to hire experienced firefighters/EMTs at a competitive pay rate and credit toward previous career service. A shorter recruit school will get them on the floor and count toward minimum staffing levels faster, reducing the overtime burden on our employees. The lateral process has been vetted through the BFFA and is in the city review process.

Responses: As of March 31, 2024, the fire department had responded to 2,485 calls for service. During the same period in 2023, we responded to 2,235 calls for service, an 11% increase over the same time last year.





Eclipse: On April 8, the city will experience a once-in-a-lifetime event, a total solar eclipse. There is detailed planning occurring at both the city and state levels. There is a possibility of 150,000 people in the greater Burlington area attending the event. DC Libby has worked with other city departments to ensure the event goes as smoothly as possible. We have hired 29 extra staff for the event. We will be staffing units at city parks and on the UVM campus; a 4th ambulance will be in service, and any units usually staffed with two people will have three.

Overtime: February 01, 2024 – March 31, 2024

- Minimum Staffing Overtime: 912.25 hrs
- Mandatory Minimum Staffing Overtime: 24 hrs

1-year Comparison February 01, 2023 – March 31, 2023

- Minimum Staffing Overtime: 1306.75 hrs
- Mandatory Minimum Staffing Overtime: 12 hrs

The above data shows a 30.19% decrease in Minimum Staffing Overtime and a 100% increase in Mandatory Minimum Staffing Overtime during the same period last year. Overall, the minimum staffing overtime burden on the employees and city budget has decreased by 29%.

Note: The above overtime burden on the staff accounts for Minimum Staffing Overtime, giving us the 22 people required to meet minimum staffing levels. This does not account for extra duty jobs, dispatch extra duty, or CRT overtime. In the same period, our staff committed to the following extra duty, dispatch extra duty, and CRT overtime:

- Extra Duty: 16 hrs
- Dispatch Extra Duty: 218.6 hrs
- CRT Overtime: 942.75 hrs

Fleet: Funding for fleet replacement continues to be a priority for the city's fleet committee. Ensuring fleet repair requests are addressed promptly and coordinated with the shift commanders to reduce response disruptions is a primary concern for the DC of Operations. The new Ladder 4 has arrived in the city. We will be conducting factory training during the first week of May. We expect delivery of two fire apparatus and one ambulance for the Fire Department in the next five months. Ambulance 4 is being built now, and we expect delivery in the spring. With the three-year build schedule for new ambulances and a five-year delivery timeline for new fire trucks, a priority should be placed on a sustainable fleet purchasing plan.

Buildings: Work to cover deferred maintenance is progressing. The shoring recommended for the Station 1 bay under Tower One has been completed. The Station 2 bedroom project is complete, and the space has been reoccupied. The Station 3 bedroom/bathroom project is still in the planning phase.

The City's Great Streets project has significantly impacted Station 1. The basement access and parking areas will be disrupted until the project's completion. DC Petit is coordinating station disruptions, and DC Libby is coordinating changes in response patterns during the construction.

Conversations about the Gateway Block and the fate of Fire Station #1 have begun. Based on heat maps of calls responded to by downtown apparatus, Station 1 is currently in a good location. I'm interested in discussing a new facility but am uninterested in locating it somewhere that would significantly increase response times and cause extra wear and tear on the apparatus.

Radio System Upgrade: The radio system upgrade managed by DC Libby is on schedule. With City Place increasing in height, the antenna currently placed on Burlington Square will need to be relocated to the roof of City Place. This will happen once the building is completed. The station alerting project managed by DC Petit is almost complete. Hardware was installed, and mobile applications were rolled out to the staff. The mobile application will be used to recall off-duty personnel. The app will also support live streaming of our primary radio channels once the station alerting installation is complete.

Staffing Study: Consultants from MissionCIT have completed the staffing study, which has been shared with the Mayor-Elect. The fire department administration and Union leadership will plan a meeting with the new Mayor to discuss the findings and a path forward based on the study recommendations.

Community Response Team Pilot: Between October 16 and March 31, the team has been staffed by 2679.75 hours of voluntary overtime by our line personnel. This is an average of 116.5 hours of overtime per week, giving us an average weekly in-service time for the unit of 58.25 hours. We have received widespread support and appreciation from the community. A profound thank you goes out to our committed responders doing this difficult work. Every month since the inception of the CRT shows reduced overdose responses from the same month of the prior year.

We expect the CRT to be busy with rising temperatures and nicer weather. We are already seeing an increase in opportunities to serve the community. A memo has been submitted to the Mayor inquiring about the future of the CRT program. We will also submit a request to the Board of Finance and City Council to continue staffing the CRT

past the 6-month pilot date of 04/14/24, utilizing the remaining funds from the original approval.

	2022	2023	% change 22/23	2024	% change 23/24
January	19	40	111%	25	-38%
February	20	29	45%	25	-14%
March	20	28	40%	23	-18%
April	26	43	65%		
May	26	38	46%		
June	38	56	47%		
July	38	39	3%		
August	39	57	46%		
September	24	67	179%		
October	33	25	-24%		
November	31	24	-23%		
December	44	24	-45%		
		Implementation of CRT			

BC McCombie is tracking data coming out of the CRT deployment. Below are some metrics showing the impact of the program. This data shows how many people the team has touched, the quantity of wound care supplies handed out, comfort care supplies distributed, Narcan leave-behind kits distributed, the number of referrals, direct phone requests, and incidents where the team went above and beyond in their duties. (I'm sure this number is under-reported by our crews)

Total:	1357	2312	81	167	26	13	3
	# of Attendees	# of Wound Care Items Distributed	# of Comfort Care Supplies Distributed	# of NLB Kits Distributed	Total # Referrals/ Bridge to Service Providers	Total Request For CRT Members Via Phone	Total Above & Beyond Incidents

Fire Marshal's Office: The Fire Marshal's office has conducted investigations on multiple fire events and is working with the BPD and VSP to conclude these investigations. The office also conducts routine safety and construction project inspections. FM Stone is actively working to update fire ordinances. He is also researching software to allow for more complete investigation documentation and a cleaner workflow with partnering agencies.

Training Division: Current priorities for the training division include:

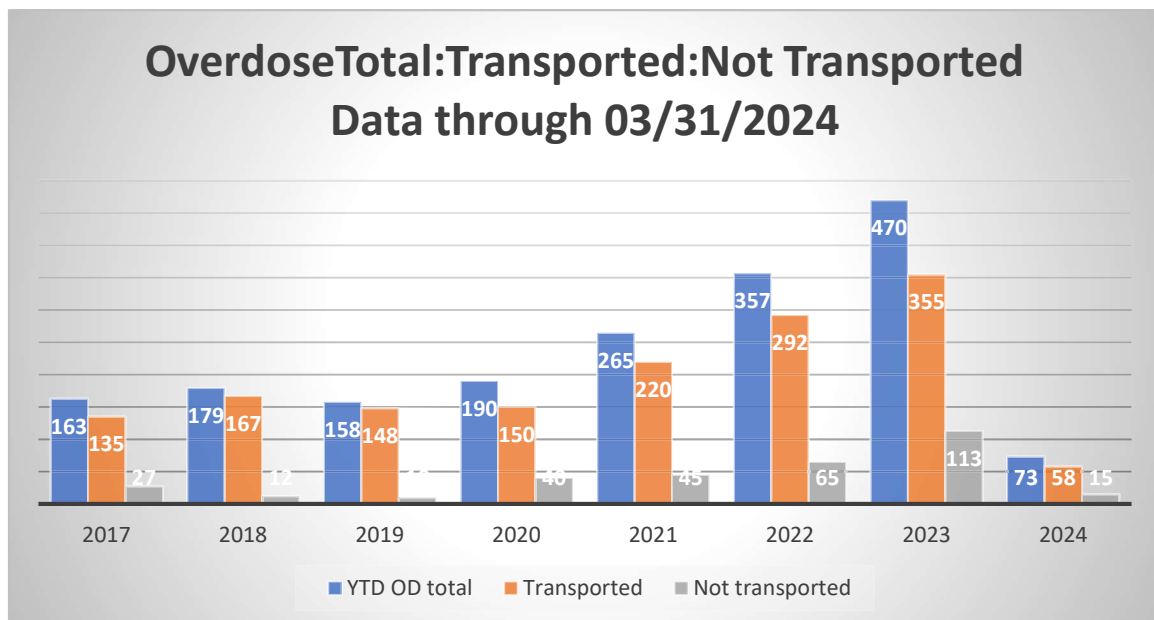
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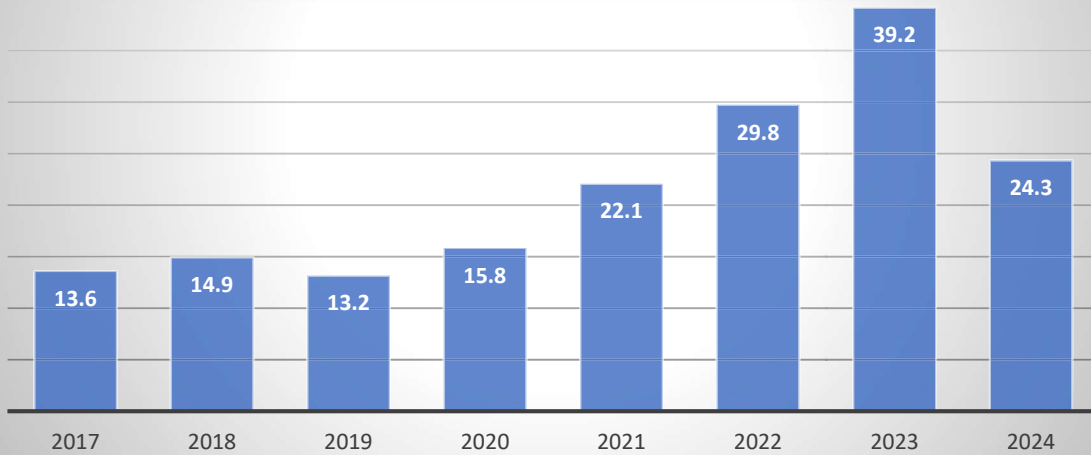
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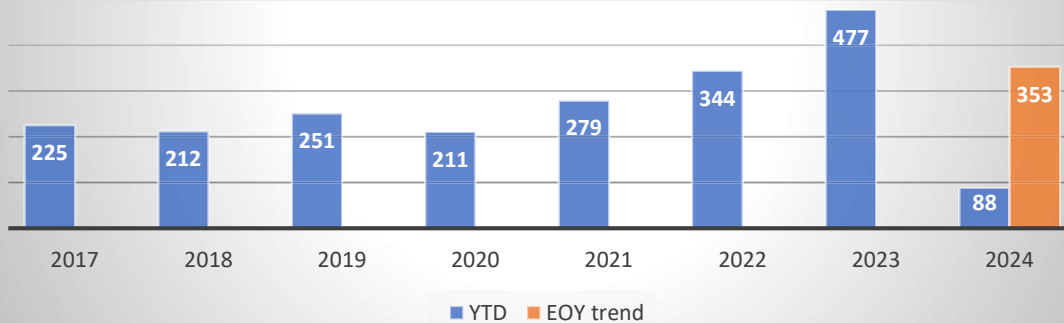
Latest EMS Response Data:



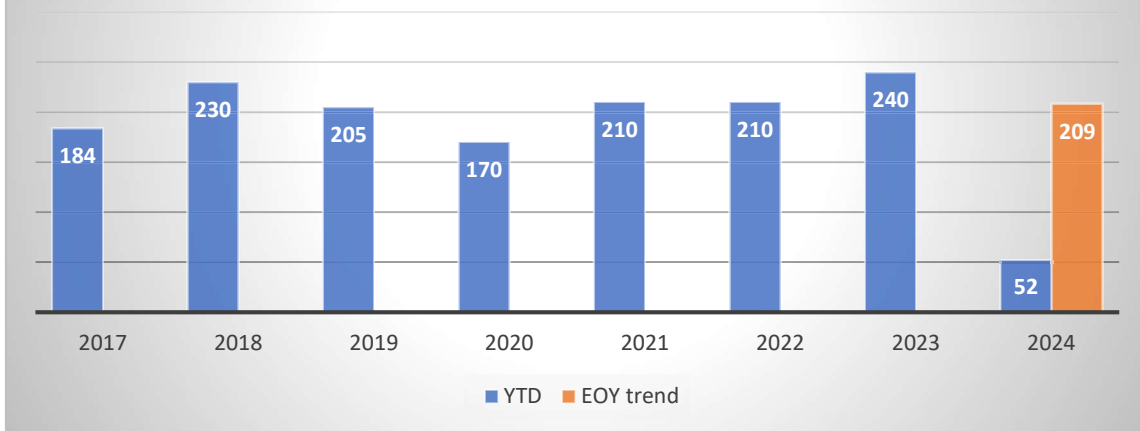
Average Overdose Responses per Month Data through 03/31/2024



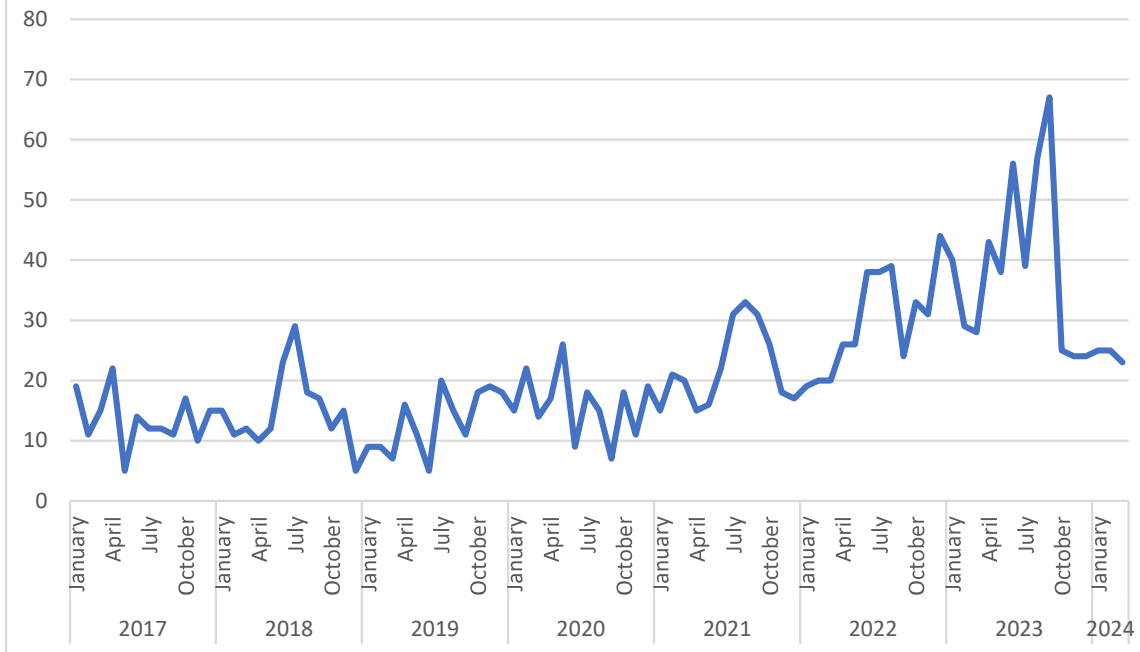
Dispatch Unknown Problem/Person Down Updated through 03/31/2024



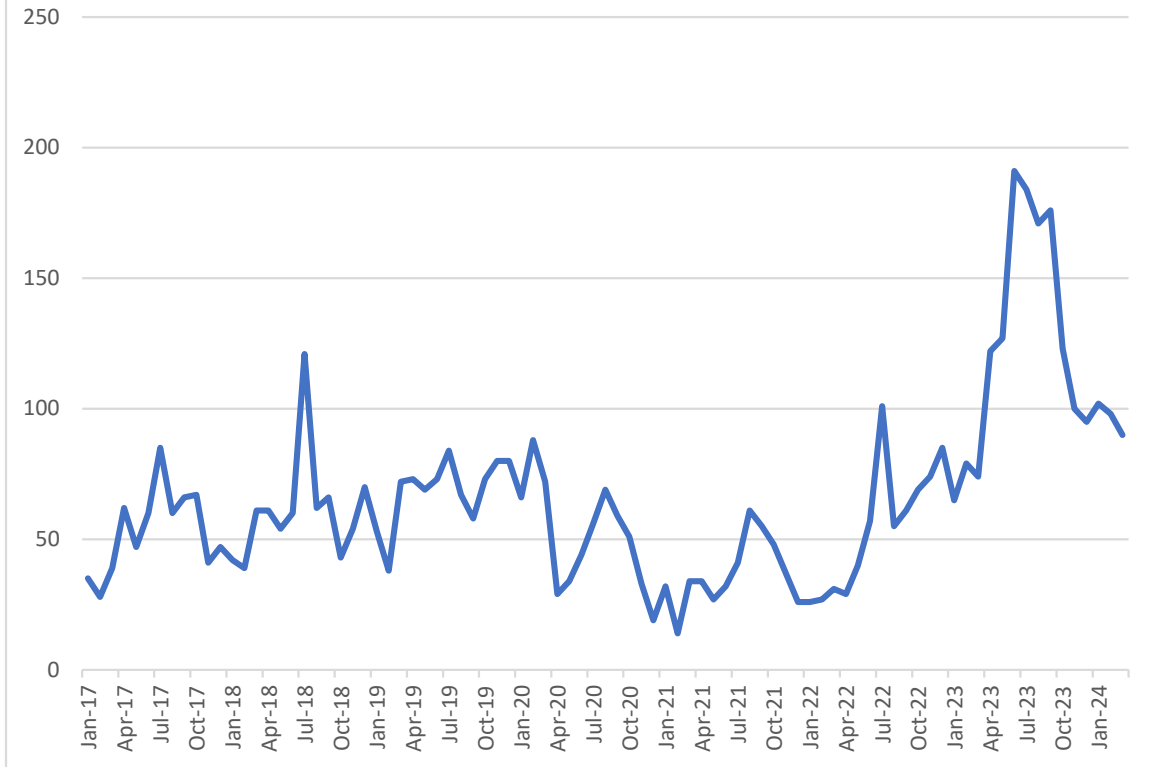
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Monthly Fire Department Overdoses Updated through 03/31/2024



Monthly Fire Department EMS Responses to
Homeless/Houseless/Transient/No Address Population
Data Through 03/31/2024





Burlington Fire Department



136 South Winooski Avenue
Burlington, Vermont 05401-8378

(802) 864-4554 • (802) 658-2700 (TTY)

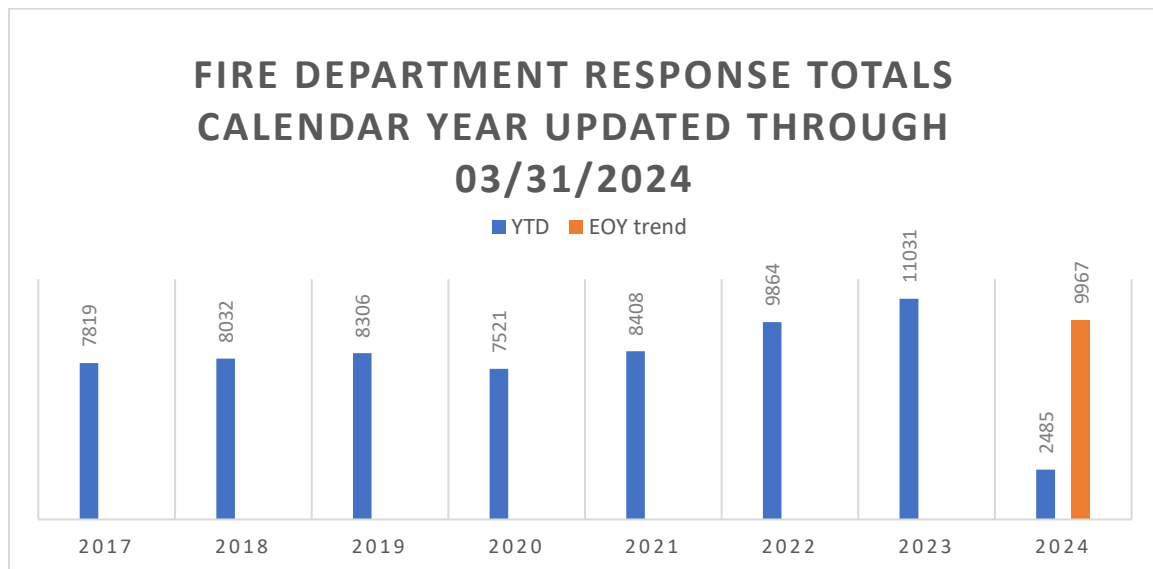
Business Fax (802) 864-5945 • Central Station Fax (802) 865-5387

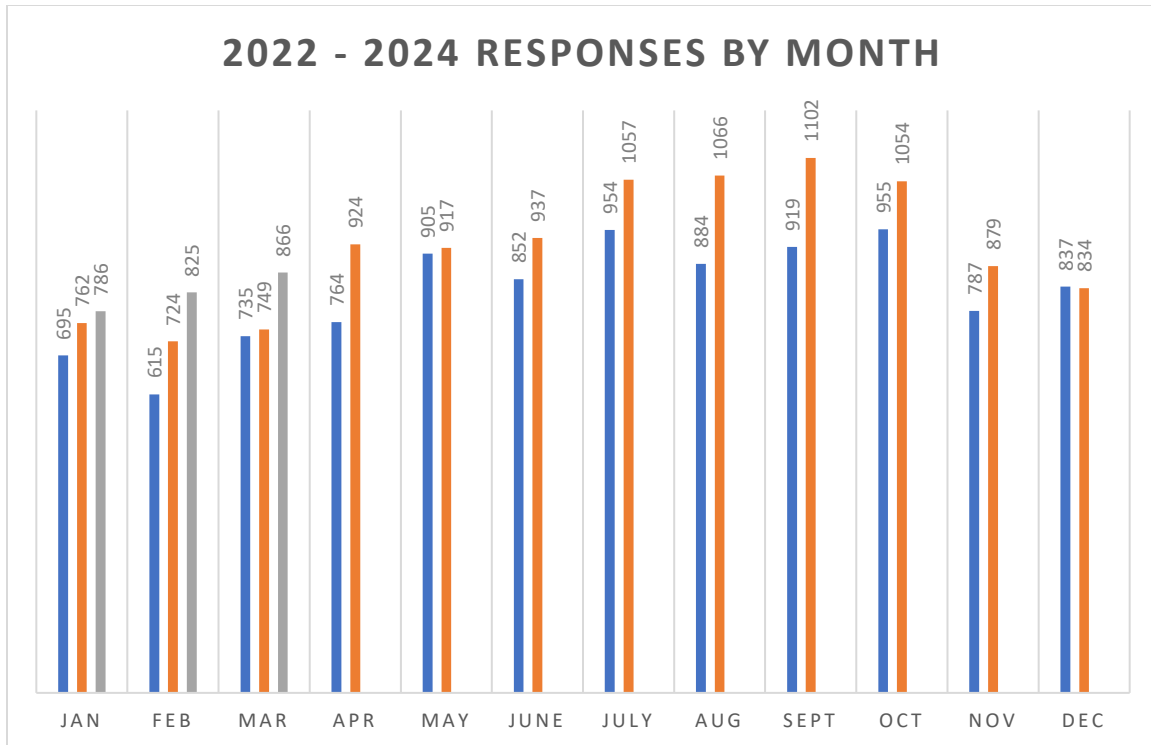
April 02, 2024

Chief's Report to the Burlington Fire Commission

Personnel: We currently hold four vacancies. We accepted entry-level applications through 02/29/24. We received 27 applications. Interviews are underway. DC Petit created a lateral hiring process to increase the candidate pool. This process will allow us to hire experienced firefighters/EMTs at a competitive pay rate and credit toward previous career service. A shorter recruit school will get them on the floor and count toward minimum staffing levels faster, reducing the overtime burden on our employees. The lateral process has been vetted through the BFFA and is in the city review process.

Responses: As of March 31, 2024, the fire department had responded to 2,485 calls for service. During the same period in 2023, we responded to 2,235 calls for service, an 11% increase over the same time last year.





Eclipse: On April 8, the city will experience a once-in-a-lifetime event, a total solar eclipse. There is detailed planning occurring at both the city and state levels. There is a possibility of 150,000 people in the greater Burlington area attending the event. DC Libby has worked with other city departments to ensure the event goes as smoothly as possible. We have hired 29 extra staff for the event. We will be staffing units at city parks and on the UVM campus; a 4th ambulance will be in service, and any units usually staffed with two people will have three.

Overtime: February 01, 2024 – March 31, 2024

- Minimum Staffing Overtime: 912.25 hrs
- Mandatory Minimum Staffing Overtime: 24 hrs

1-year Comparison February 01, 2023 – March 31, 2023

- Minimum Staffing Overtime: 1306.75 hrs
- Mandatory Minimum Staffing Overtime: 12 hrs

The above data shows a 30.19% decrease in Minimum Staffing Overtime and a 100% increase in Mandatory Minimum Staffing Overtime during the same period last year. Overall, the minimum staffing overtime burden on the employees and city budget has decreased by 29%.

Note: The above overtime burden on the staff accounts for Minimum Staffing Overtime, giving us the 22 people required to meet minimum staffing levels. This does not account for extra duty jobs, dispatch extra duty, or CRT overtime. In the same period, our staff committed to the following extra duty, dispatch extra duty, and CRT overtime:

- Extra Duty: 16 hrs
- Dispatch Extra Duty: 218.6 hrs
- CRT Overtime: 942.75 hrs

Fleet: Funding for fleet replacement continues to be a priority for the city's fleet committee. Ensuring fleet repair requests are addressed promptly and coordinated with the shift commanders to reduce response disruptions is a primary concern for the DC of Operations. The new Ladder 4 has arrived in the city. We will be conducting factory training during the first week of May. We expect delivery of two fire apparatus and one ambulance for the Fire Department in the next five months. Ambulance 4 is being built now, and we expect delivery in the spring. With the three-year build schedule for new ambulances and a five-year delivery timeline for new fire trucks, a priority should be placed on a sustainable fleet purchasing plan.

Buildings: Work to cover deferred maintenance is progressing. The shoring recommended for the Station 1 bay under Tower One has been completed. The Station 2 bedroom project is complete, and the space has been reoccupied. The Station 3 bedroom/bathroom project is still in the planning phase.

The City's Great Streets project has significantly impacted Station 1. The basement access and parking areas will be disrupted until the project's completion. DC Petit is coordinating station disruptions, and DC Libby is coordinating changes in response patterns during the construction.

Conversations about the Gateway Block and the fate of Fire Station #1 have begun. Based on heat maps of calls responded to by downtown apparatus, Station 1 is currently in a good location. I'm interested in discussing a new facility but am uninterested in locating it somewhere that would significantly increase response times and cause extra wear and tear on the apparatus.

Radio System Upgrade: The radio system upgrade managed by DC Libby is on schedule. With City Place increasing in height, the antenna currently placed on Burlington Square will need to be relocated to the roof of City Place. This will happen once the building is completed. The station alerting project managed by DC Petit is almost complete. Hardware was installed, and mobile applications were rolled out to the staff. The mobile application will be used to recall off-duty personnel. The app will also support live streaming of our primary radio channels once the station alerting installation is complete.

Staffing Study: Consultants from MissionCIT have completed the staffing study, which has been shared with the Mayor-Elect. The fire department administration and Union leadership will plan a meeting with the new Mayor to discuss the findings and a path forward based on the study recommendations.

Community Response Team Pilot: Between October 16 and March 31, the team has been staffed by 2679.75 hours of voluntary overtime by our line personnel. This is an average of 116.5 hours of overtime per week, giving us an average weekly in-service time for the unit of 58.25 hours. We have received widespread support and appreciation from the community. A profound thank you goes out to our committed responders doing this difficult work. Every month since the inception of the CRT shows reduced overdose responses from the same month of the prior year.

We expect the CRT to be busy with rising temperatures and nicer weather. We are already seeing an increase in opportunities to serve the community. A memo has been submitted to the Mayor inquiring about the future of the CRT program. We will also submit a request to the Board of Finance and City Council to continue staffing the CRT

past the 6-month pilot date of 04/14/24, utilizing the remaining funds from the original approval.

	2022	2023	% change 22/23	2024	% change 23/24
January	19	40	111%	25	-38%
February	20	29	45%	25	-14%
March	20	28	40%	23	-18%
April	26	43	65%		
May	26	38	46%		
June	38	56	47%		
July	38	39	3%		
August	39	57	46%		
September	24	67	179%		
October	33	25	-24%		
November	31	24	-23%		
December	44	24	-45%		
		Implementation of CRT			

BC McCombie is tracking data coming out of the CRT deployment. Below are some metrics showing the impact of the program. This data shows how many people the team has touched, the quantity of wound care supplies handed out, comfort care supplies distributed, Narcan leave-behind kits distributed, the number of referrals, direct phone requests, and incidents where the team went above and beyond in their duties. (I'm sure this number is under-reported by our crews)

Total:	1357	2312	81	167	26	13	3
	# of Attendees	# of Wound Care Items Distributed	# of Comfort Care Supplies Distributed	# of NLB Kits Distributed	Total # Referrals/ Bridge to Service Providers	Total Request For CRT Members Via Phone	Total Above & Beyond Incidents

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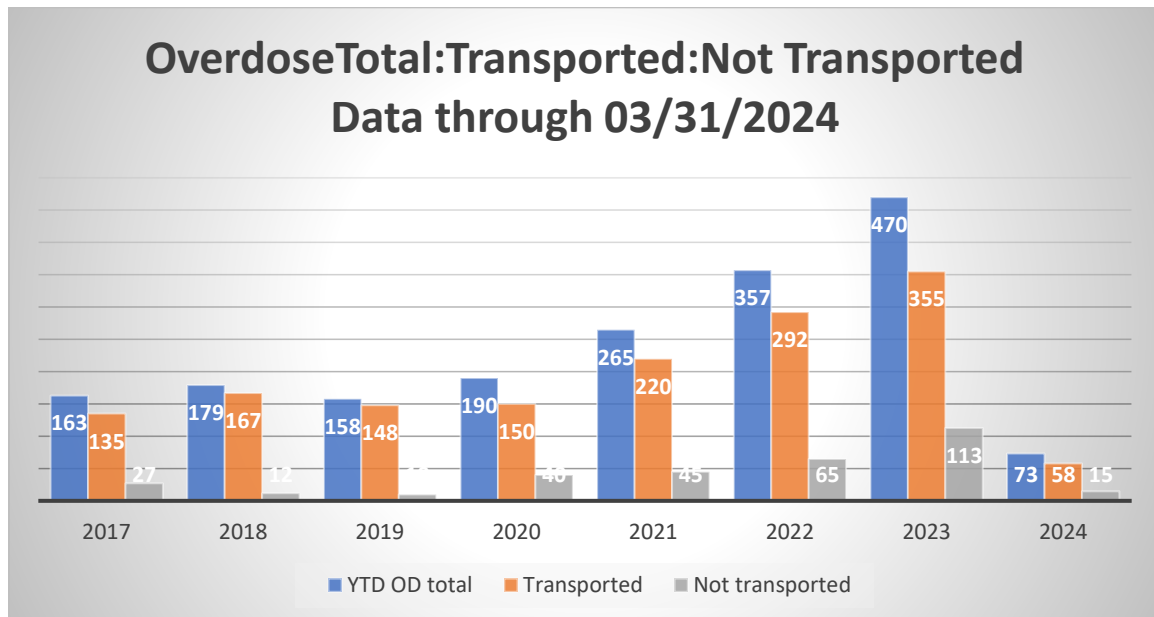
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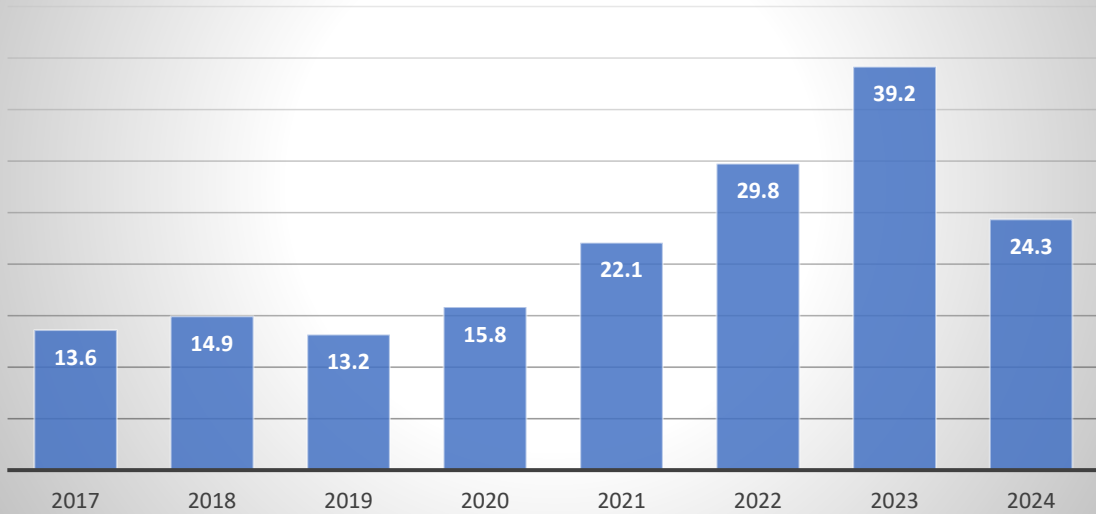
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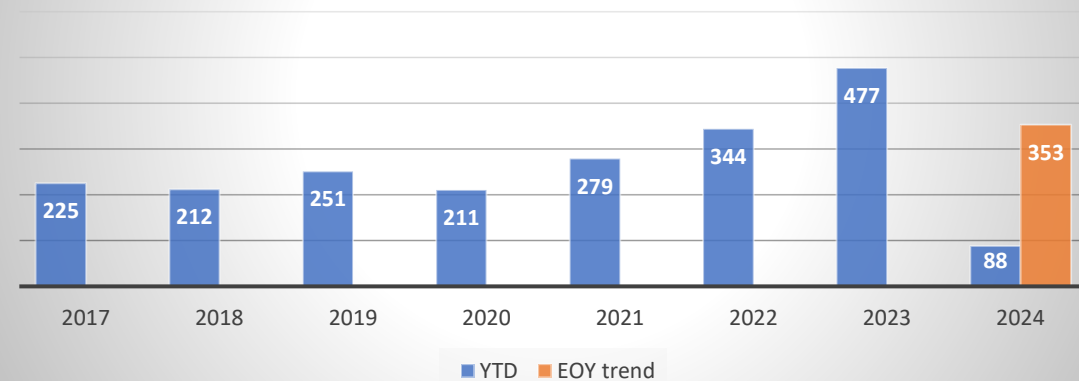
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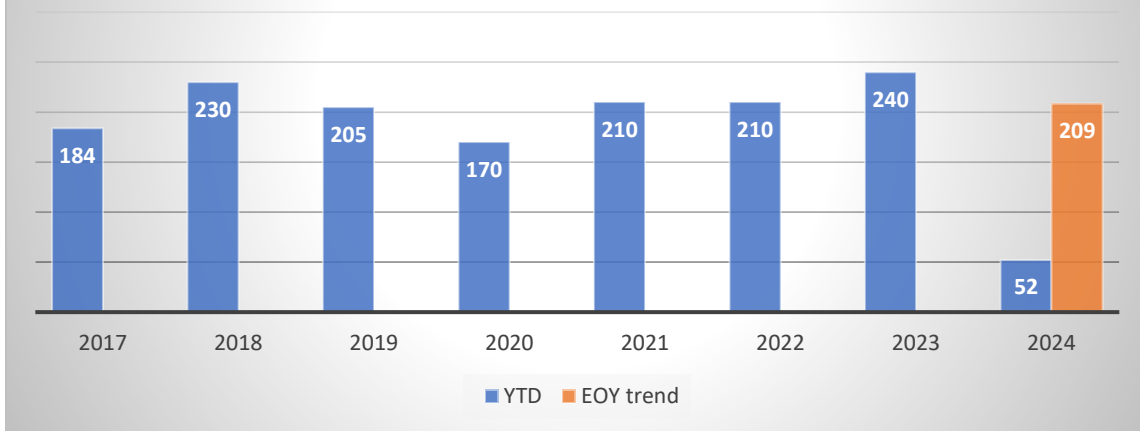
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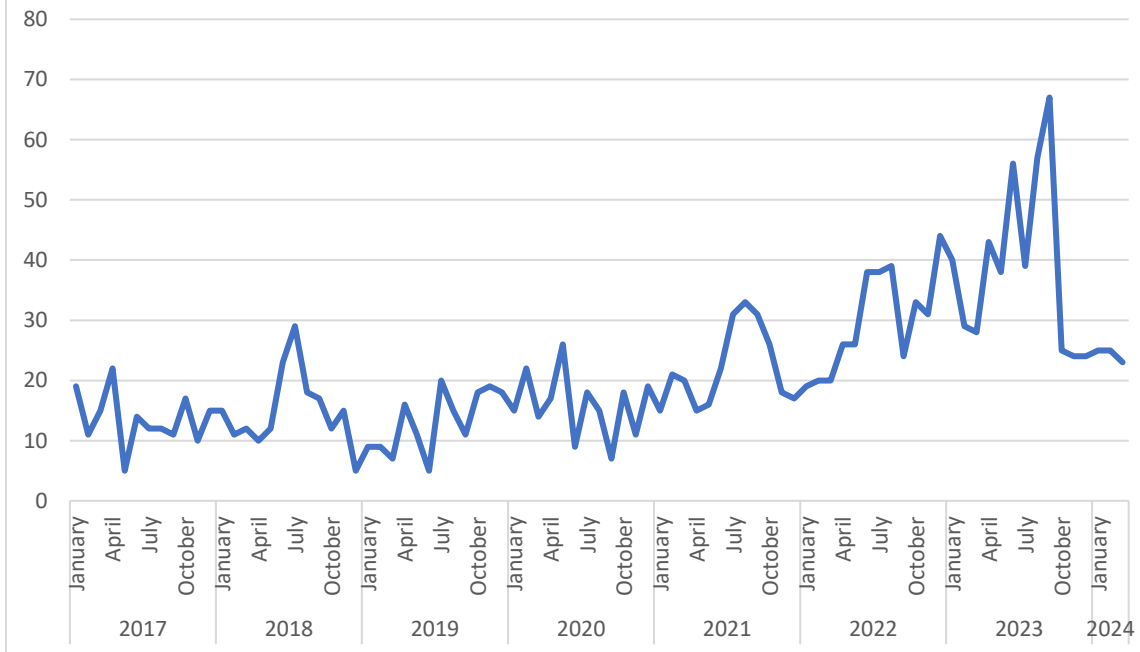
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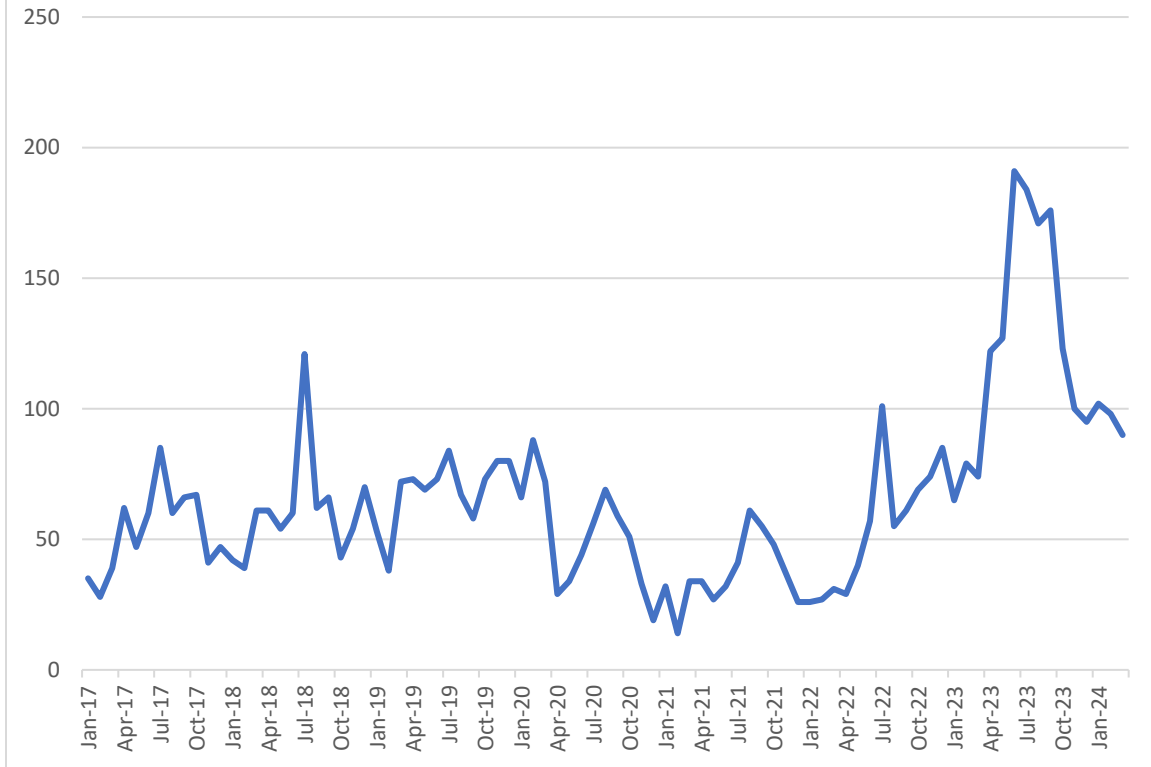
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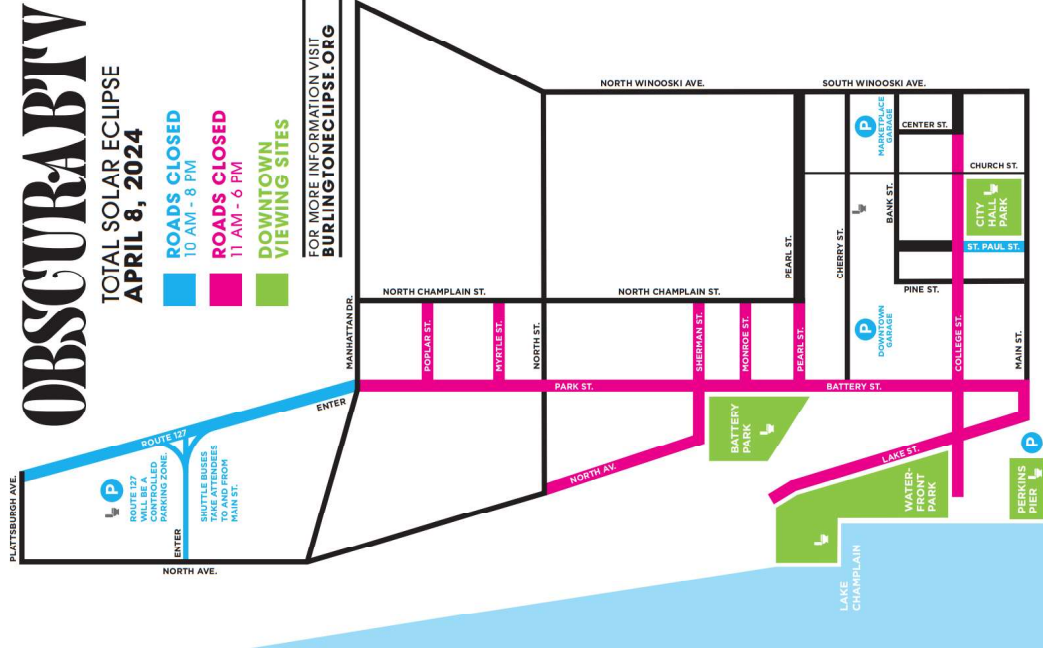
BURLINGTON POLICE CHIEF'S REPORT

March 2024

Mar 22, 2024 – all data preliminary & subject to change



ECLIPSE – APRIL 08 2024



Our maximum staffing for the Eclipse Event is 40. This includes officers and professional employees and is equivalent to the number of BPD staff we had for the July 3rd Fireworks in 2023. (It should be noted that for that event we hired an additional five law-enforcement officers from neighboring agencies. We are unable to do this for the Eclipse because neighboring agencies are fully using their own personnel.)

Eight officers and five CSOs will be detailed to maintain a shuttle bus lane and street closures, shown opposite. The main route will extend from Main Street north along Battery Street and Park Street to Route 127. It will be closed to traffic other than emergency vehicles and shuttle busses, and Route 127 will be used for parking.

One supervisor and four officers will be on duty to address non-event calls for service. The remaining officers will be detailed for safety and security at the event sites and ERV staffing.

Our internal assessment is that if crowds in Burlington run from 25,000 to 50,000, we will be able to maintain the limited access lane but the rest of our roadway infrastructure will experience significant traffic, potentially at levels that will even affect emergency response.

If crowds exceed 50,000, we do not have confidence that we can maintain traffic flow anywhere in the city. Crowds in the 75,000+ range will, in all probability, create total gridlock in the city and larger crowds will potentially shut Interstate 89 as well as major arteries such as Route 7 and Route 2. ***At that point, even emergency-vehicle movement cannot be guaranteed in the city.***

Mar 22, 2024 – all data preliminary & subject to change



SOME ADVICE FOR OUR ROADWAYS



Vermont Agency of Transportation
@AOTVermont

...

Vermonters, we're in the path of totality for the 4/8 solar eclipse! We expect a LOT of visitors. Help reduce traffic by encouraging family and friends who are visiting to stay longer, or help them find a way home via less-traveled roads. [#VTEclipse](https://vermont.gov/eclipse)



Vermont Agency of Transportation
@AOTVermont

...

Vermont is a-buzz with planning and preparations for the solar eclipse on 4/8, which is expected to bring thousands of visitors. Please do not drive on 4/8 unless you must, and use local roads, not highways and interstates. Hunker down, Vermont! [#VTEclipse](https://vermont.gov/eclipse)



4:00 PM · Mar 13, 2024 · 450 Views

Mar 22, 2024 — all data preliminary & subject to change

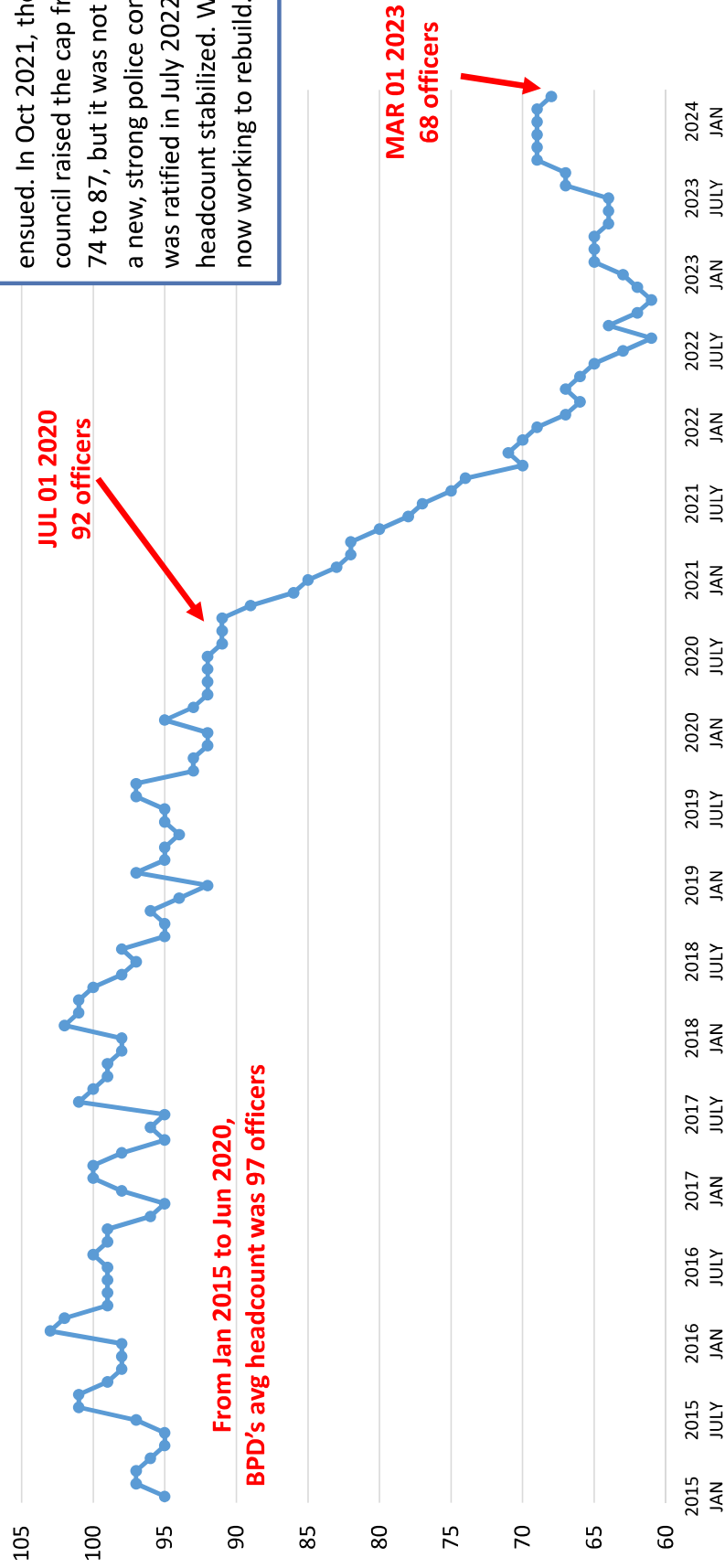


4:00 PM · Mar 20, 2024 · 515 Views



BPD SWORN OFFICER HEADCOUNT, 2015-2024

TOTAL SWORN HEADCOUNT, as of the first of each month, month-by-month



In June 2020, the Burlington City Council voted to reduce, by attrition, the BPD's authorized headcount from 105 to 74. An officer exodus ensued. In Oct 2021, the council raised the cap from 74 to 87, but it was not until a new, strong police contract was ratified in July 2022 that headcount stabilized. We are now working to rebuild.

Mar 22, 2024 – all data preliminary & subject to change



ADVERTISING

Our Recruitment team, Corporal Erwin and Coordinator Bajwa, got a full-page, centerfold ad placed in the most-read tabloid in New York City, a paper with the ninth largest circulation of any in the US. We've already had bites, and a visit from an interested NYC applicant.

Police Recruitment

JOINING THE FORCE

Want a meaningful job? Consider a career in policing

By FRI ORMONT BLUMBERG

IDEALISM ad Moriem: Faithful unit, Mar 22, 2024 - all data preliminary & subject to change
Police Department live by as they protect our city ev



Police Officer

\$72,248 - \$79,693

Depending on Experience
NO CIVIL SERVICE EXAM!

- Condensed hiring process
- Competitive Salary
- Wellness Benefits
- Strong Union
- Annual educational bonus

START YOUR CAREER WITH US.
JOIN THE BURLINGTON POLICE
DEPARTMENT TODAY.



Visit: bpdcareers.com

OR Contact Cpl.

Carolynne Erwin

- cerwin@bpdvt.org
- 802-540-2260



APPLY TODAY!



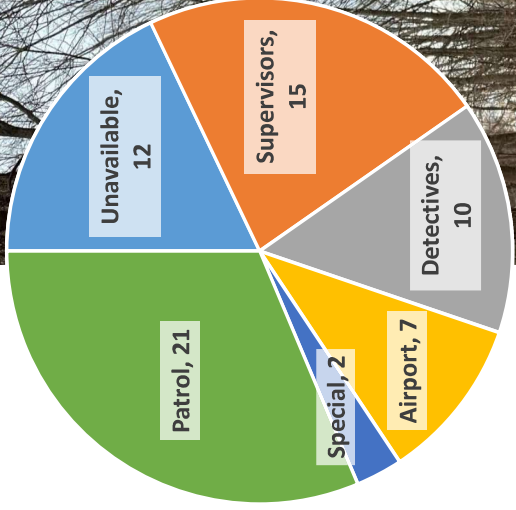
67 TOTAL, 55 AVAILABLE

As of March 15 2024, we are authorized for 87 sworn officers. Of those 87, we have 67. Of those 67, 55 are able to be deployed as solo officers, or “effective.”

minus 12 injured, light, military, FTO, etc. = 55
minus 15 supervisors = 40
minus 10 detectives = 30
minus 7 airport officers = 23
minus 2 special assignments = 21

21

officers on Patrol



Mar 22, 2024 – all data preliminary & subject to change



INCIDENT VOLUME

YEAR-TO-DATE 03/15

Incidents in 2024 are up 21% compared to 2023. BPD is addressing more incidents with fewer patrol officers—50% fewer, actually. As a result, of the 5,450 incidents in 2024 so far, 671 have been “stacked”—i.e., 12%. And 398 have been referred to online reporting, or 7%.



	YTD INCIDENTS (as of 03/15)	%Δ
2019	5,245	100%
2020	5,352	↑2%
2021	3,239	↓40%
2022	3,602	↑11%
2023	4,524	↑26%
2024	5,450	↑21%
	Δ 2019 to 2024:	↑4%

It should be noted that not all incidents are crimes. They are more accurately “calls for service.” As shown on the previous slide, there are more than 100 categories of incident. The fact that incidents are up does not necessarily mean that crime is up; as the next slide shows, some categories of criminal incident are up and some are not.

Mar 22, 2024 – all data preliminary & subject to change



THE PRIORITY RESPONSE PLAN

With staffing down and incident volume up, the BPD had to create the Priority Response Plan. It husbands resources while remaining true to our duty to prioritize our **NEIGHBORS' PHYSICAL SAFETY** and their sense of safety. **The Plan goes into effect when two or fewer sworn police officers are available for response; when that happens, Priority 2 and Priority 3 incidents get "stacked" and do not receive an in-person response.** When three or more officers are available, they are dispatched to all incidents regardless of Priority category.

Incidents labeled "CSO" or "CSL" initially receive a response from a CSO or CSL, rather than a sworn officer, unless the incident evolves in a way that changes its category or requires a sworn officer.

Incidents labeled "ONL" (for "Online Only") are to be diverted to an online reporting function. Note that larcenies and retail thefts are NOT supposed to be online reports.

Additionally, during daytime weekday hours when DSB detectives are available, **DSB will handle untimely deaths.**

PRIORITY 1		PRIORITY 2		PRIORITY 3	
High priority.		Middle priority. (*) = situationally dependent; some may be Priority 1 or Priority 3.		Low priority. Response may be delayed based on officer availability; may receive a CSO response.	
911 Hangup		Cruelty to Animals		Robbery	
Airport AOA Violation		Custodial Interference *		Runaway	
Airport Duress Alarm		Disorderly Conduct *		Runaway Apprehension	
Airport PHASE		Disorderly Conduct by Elec Comm		Search	
Alarm *		Disturbance		Search Warrant	
Alcohol Offense		DLS		Service Coordination	
Animal Problem		Domestic Assault - Felony		Sex Offender Registry Violation	
Arrest on Warrant		Domestic Assault - Misd		Sexual Assault	
Arson		Domestic Disturbance		Sheltering/Aiding Runaway	
Assault - Aggravated		Drugs		SRO Activity	
Assault - Simple		Drugs - Possession		Stalking	
Assist - Agency		Drugs - Sale		Stolen Vehicle	
Assist - Car Seat Inspection		DUI		Subpoena Service	
Assist - K9		Eluding Police		Suicide - Attempted	
Assist - Motorist		Embezzlement		Suspicious Event *	
Assist - Other		Enabling Consumption by Minors		Theft of Rental Property	
Assist - Public		Encampment Outreach		Theft of Service	
Background Investigation		Encampment Policy		Threats/Harassment *	
Bad Check		Escape		Traffic	
Bar / Liquor License Violation		Extortion		Trespass *	
Bomb Threat		False Info to Police		TRO/FRO Service	
Burglary *		False Pretenses		TRO/FRO Violation	
CHNS		False Public Alarms		Unlawful Restraint	
Community Outreach		False Swearing		Untimely Death	
Compliance Check		Fireworks		Use of Elec Comm to Lure a Child	
Computer Crime		Foot Patrol		Uttering a Forged Instrument	
Contributing to Delinquency of Minor		Forgery		Vandalism	
Counterfeiting		Found/Lost Property		VIN verification	
Crash - Fatality		Fraud		Violation of Conditions of Release *	
Crash - Injury to person(s)		Fugitive From Justice		Voyeurism *	
Crash - LSA *		Graffiti Removal		Weapons Offense	
Crash - Non-Investigated		Hindering Arrest		Welfare Check *	
Crash - Property damage only		Homicide			
Cruelty to a Child		Identity Theft			
		Roadway Hazard			

Mar 22, 2024 -- all data preliminary & subject to change



PITTSBURGH CURTAILS SERVICES

Pittsburgh, PA, has a population of 303,000 and covers 58 square miles. They currently have 740 officers and have declared a staffing and response emergency.

In Pittsburgh, the Police Chief is facing headcount reductions. The agency is down about 18% from their historic full authorization of 900 (i.e., they're down about 18% from their historic full count—For comparison, the BPD is down 35% from our historic full count. Our cities' respective officer: citizen ratios are, for authorized headcounts, 1:337 for Pittsburgh vs 1:419 for Burlington, and, for actual current headcounts, 1:410 vs 1:647.

The Pittsburgh chief wants to cut the agency's call volume from approximately 200,000 calls per year down to about 50,000. For perspective, 200,000 calls for Pittsburgh means that residents call about 6% less often, per resident, than in Burlington, with 31,000 calls for 45,000 residents.

Calls such as criminal mischief, theft, harassment, and burglary alarms will be handled by the telephone reporting unit or online reporting.

Between the hours of 3 a.m. and 7 a.m., there won't be a desk officer at any of Pittsburgh's six zone stations. On some overnight shifts, there will only be 22 officers to cover the entire city—a shocking 1:13,772 ratio. In Burlington, with one supervisor and two officers on most overnight shifts, the ratio is 1:15,000.

Mar 22, 2024 — all data preliminary & subject to change



Pittsburgh police will only respond to calls of in-progress emergencies as part of new staffing plan

Chief Larry Sciroto aims to reduce the bureau's call volume from 200,000 calls to 50,000 calls this year

March 12, 2024 12:55 PM



Photo: Pittsburgh Bureau of Police Facebook page

By Joanna Putman
Police1

PITTSBURGH — The Pittsburgh Bureau of Police has implemented a new response policy. Beginning March 11, officers will only respond to calls of



SELECTED VALCOUR INCIDENTS, YTD AS OF MARCH 15

	Assault - Agg	Assault - Simple	Burglary	Crash w Injury or Fatal	Disorderly Conduct	Domestic Assault*	Domestic Disturb	Gunfire	Larceny (all)**	Mental Health Issue	Overdose	Robbery	Sexual Assault	Stolen Vehicle	Traffic
2019	7	31	13	14	20	21	64	0	79	174	12	4	16	13	572
2020	11	31	16	13	25	7	116	1	95	187	24	3	16	11	578
2021	7	16	10	8	14	5	94	2	114	153	18	2	9	12	184
2022	11	21	43	15	18	9	102	1	125	199	17	4	5	31	164
2023	4	30	30	16	15	13	88	1	222	195	60	0	4	73	113
2024	10	31	37	17	12	5	91	3	233	169	45	2	7	40	262

* = combines incidents categorized as "Domestic Assault – Felony" and "Domestic Assault – Misdemeanor"

** = combines incidents categorized as "Larceny from a Person," "Larceny – from a Building," "Larceny – from Motor Vehicle," and "Larceny – Other"

NOTE: All categories shown year-to-date, through March 15 of their respective year

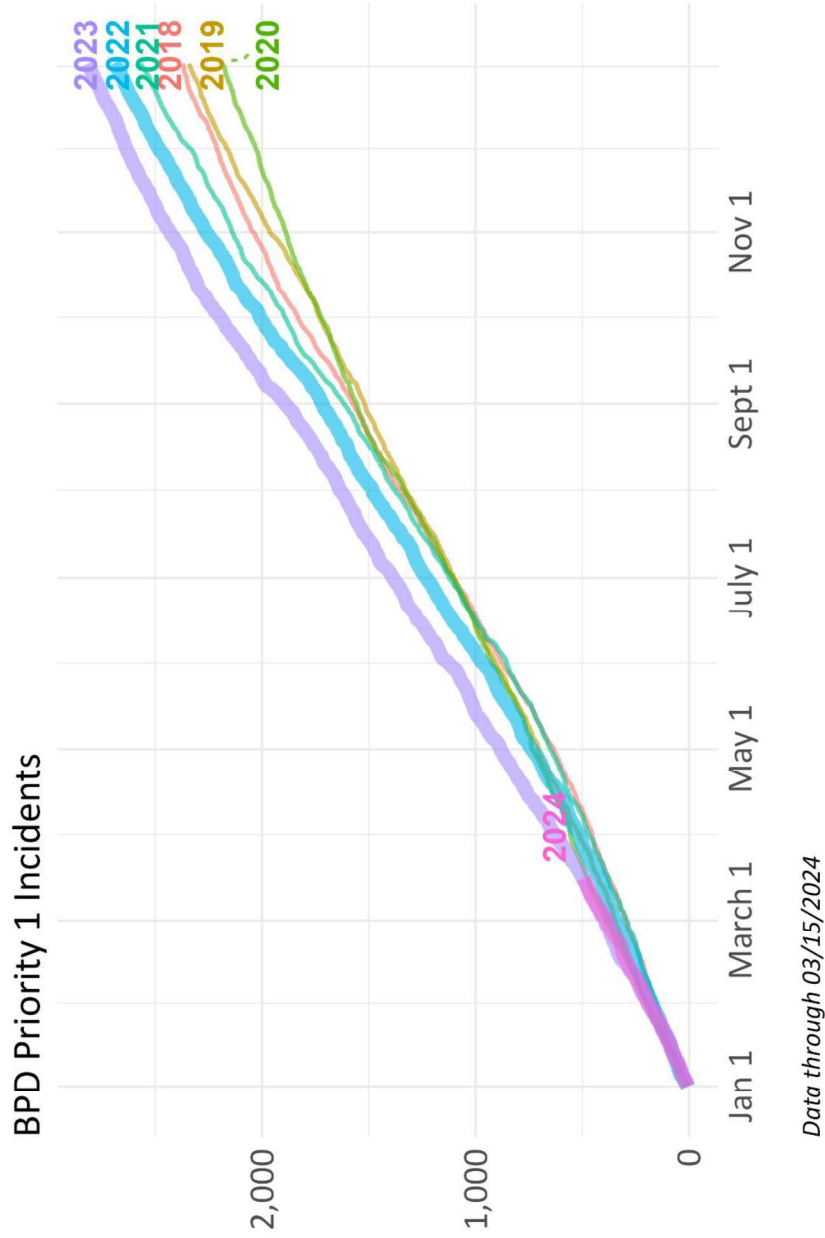
NOTE: These data are derived from Valcour incidents. Valcour is the BPD's computer-aided dispatch and records-management system. Incidents are initially categorized by dispatch according to the information provided by a caller; the category may be changed by the officer who responds to the scene and/or the detective who takes the case. Offense data and/or NIBRS data may differ.

Mar 22, 2024 – all data preliminary & subject to change



PRIORITY 1 INCIDENTS

Priority 1 incidents have been climbing steadily over the past few years. Last year's total was significantly affected by the huge increase in overdose. So far 2024 is a bit lower than 2023.



Mar 22, 2024 – all data preliminary & subject to change



DRUG UNIT WORK

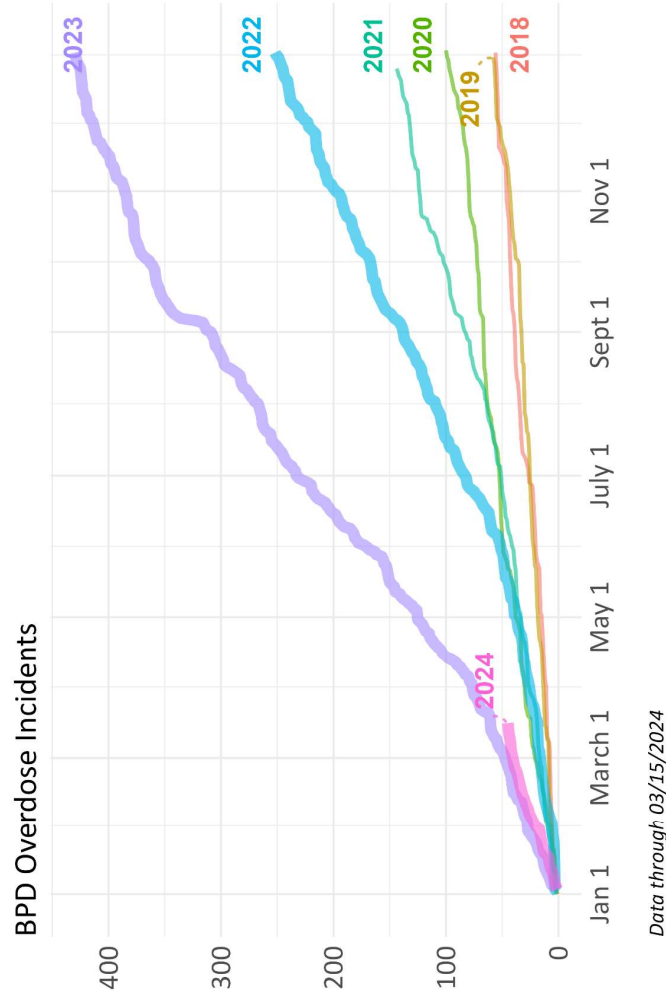
Enforcement against traffickers is a key component of addressing the drug problem. The Burlington Police Department's Drug Unit continues to disrupt and dismantle drug organizations operating in Burlington. Since late 2021, the Drug Unit's primary focus has been xylazine-laced opiates, when detectives first started hearing about "the new Philly dope." Labs identified xylazine, or "tranq," in early 2022.

Most of the organizations in Burlington connect to nearby "source cities" that supply our area with illegal drugs, Philadelphia being one. These organizations rely heavily on local community members for introductions to our city's drug scene and customer base. But it is typically out-of-state members of the organization who oversee trafficking in the Burlington area. This was true of recent BPD Drug Unit operations on [Saint Paul Street](#), on [Walnut Street](#), and on [North Champlain Street](#).

Cumulatively, we have seized tens of thousands of bags of fentanyl, usually mixed with xylazine, as well as crack cocaine, firearms, and cash.

Over the past few years there have also been more than a dozen federal convictions, thanks to the BPD's tremendous partnership with the DEA and the US Attorney's Office for the District of Vermont, including recent sentencing announcements for older drug-related cases involving [money laundering](#), [hundreds of thousands of dollars seized](#), and [multiple firearms recovered](#).

Mar 22, 2024 — all data preliminary & subject to change





THE BPD IS HIRING!

\$74,500
starting pay

\$100,000
top pay (when contract matures)

and a \$15,000
hiring bonus

- City retirement with 5-year vesting
- Shift differential, weekend, and holiday pay
- **full medical benefits** and wellness incentives
- Retirement after 20 years of service at 50% salary
- Retirement after 25 years of service at 75% salary
- 15-step pay scale for non-supervisory employees
- Overtime can be received as cash or vacation accrual
- **10-hour workday, 4-days-on/3-days-off schedule**
- **Weekends off every other month**
- Yearly education bonus
- Beards and tattoos permitted
- Various **specialty assignments** such as detectives, narcotics, K9, domestic violence prevention, airport
- **Applicant can be a non-U.S. citizen** if applicant is a permanent resident / green-card holder

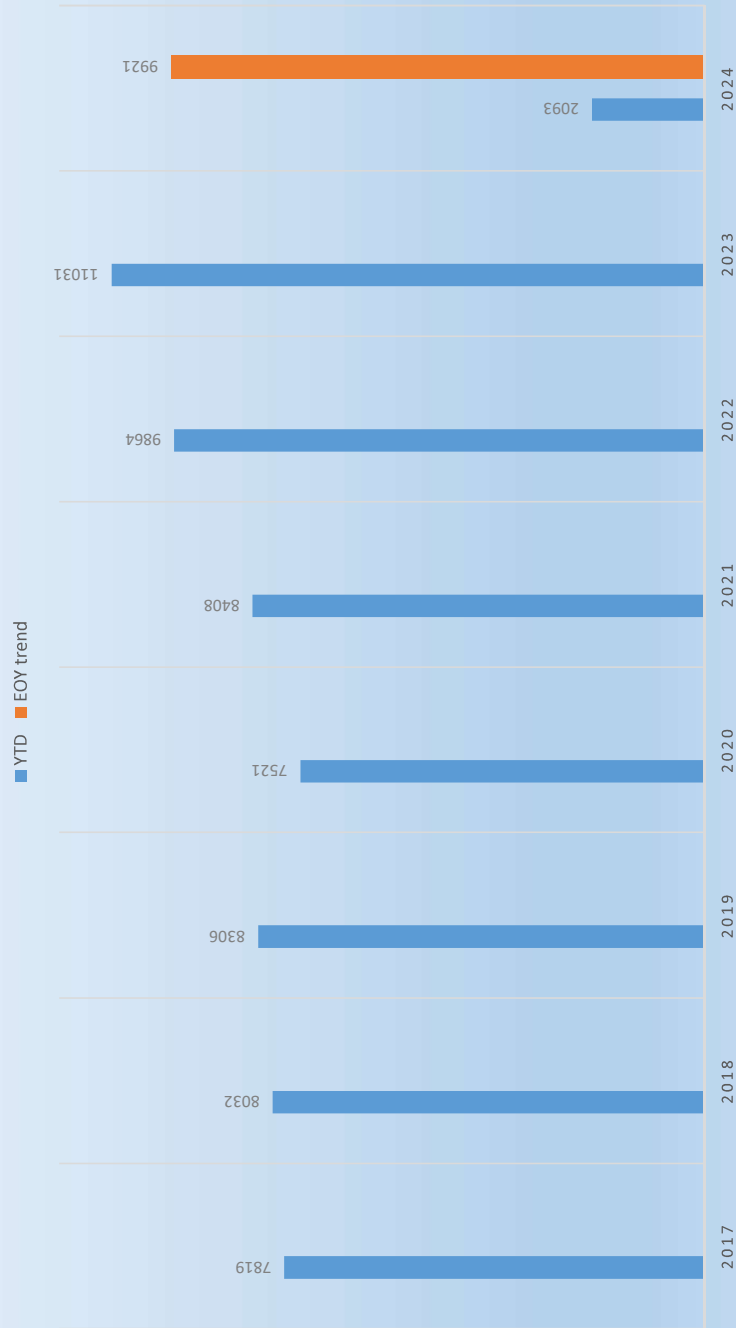
www.bpdcareers.com

Burlington Fire Department Response Data Updated 03/18/2024



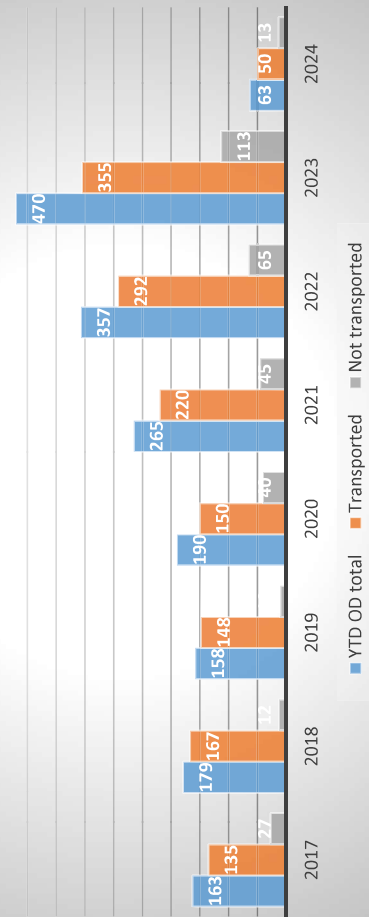


**FIRE DEPARTMENT RESPONSE TOTALS
CALENDAR YEAR UPDATED THROUGH
03/17/2024**

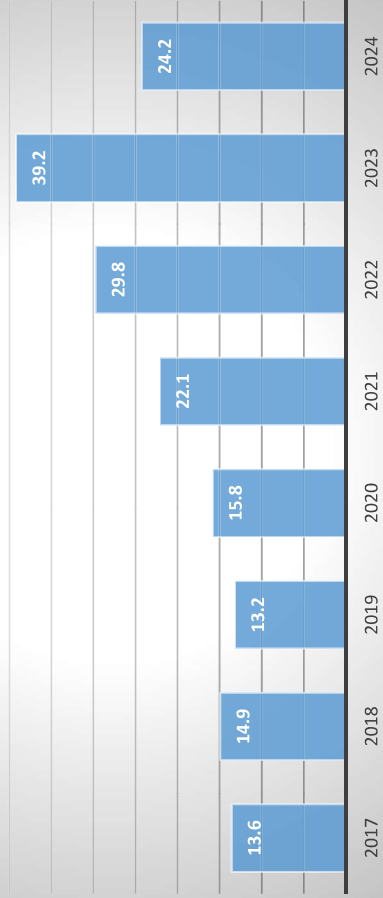




OverdoseTotal:Transported:Not Transported Data through 03/17/2024

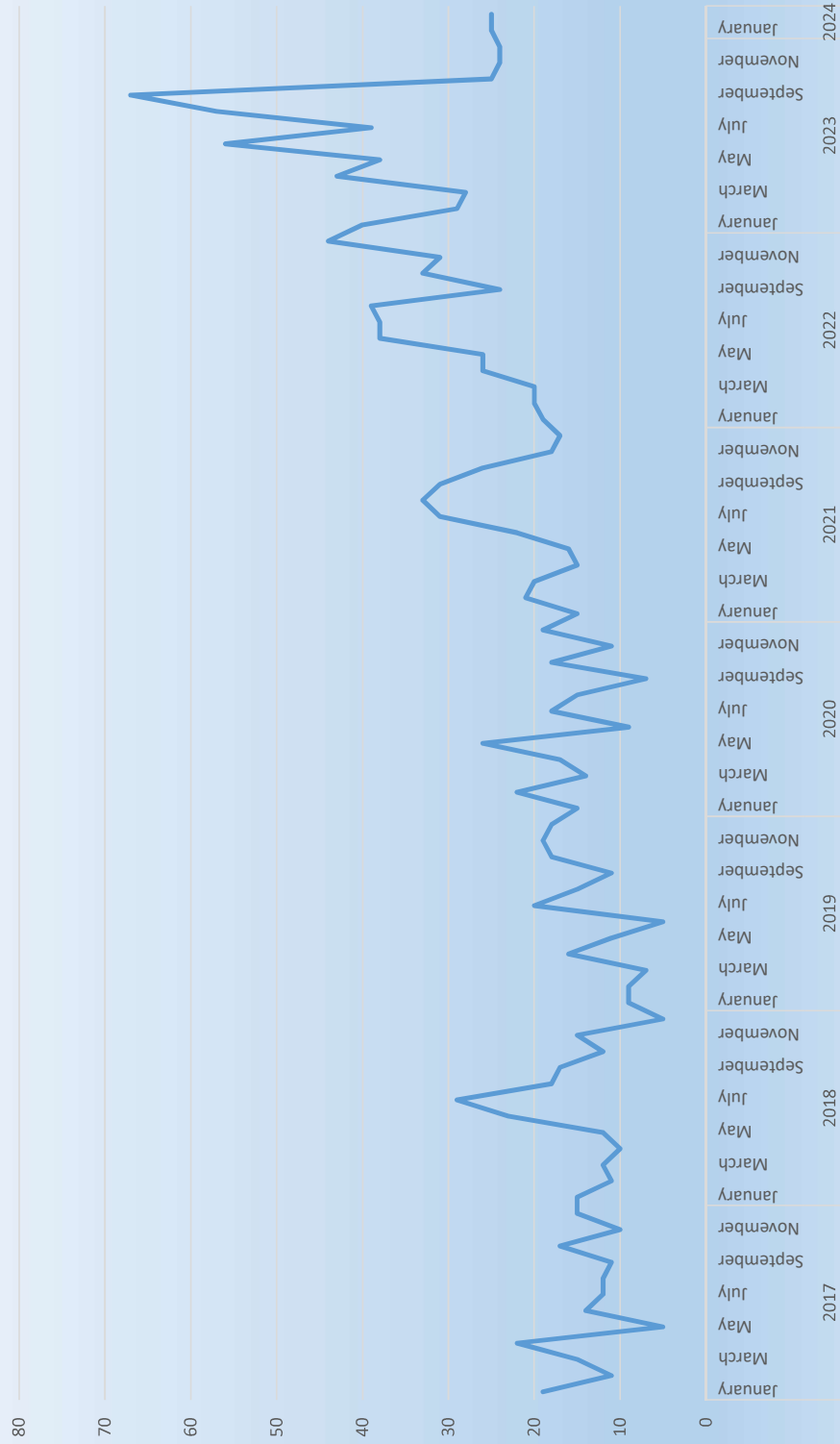


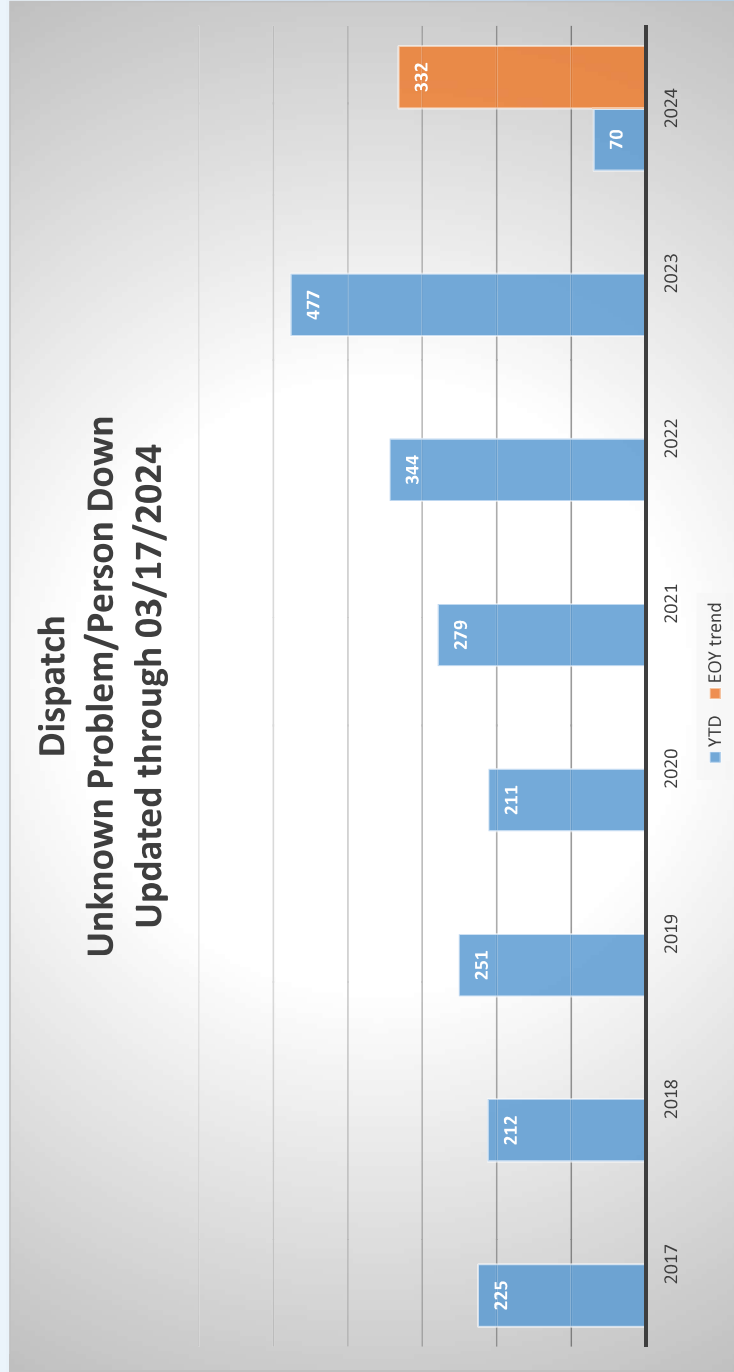
Average Overdose Responses per Month Data through 03/17/2024





Monthly Fire Department Overdoses
Updated through 02/29/2024

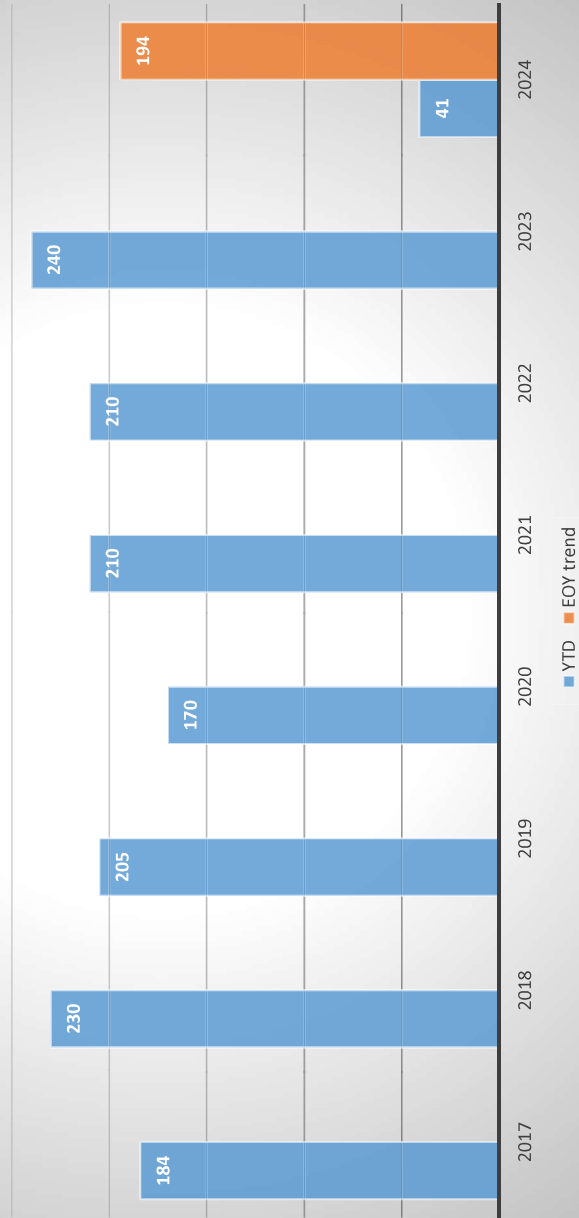




- Overdoses can be dispatched as an unresponsive person or person down.
- Sometimes, these people are overdosed.
- Often, they are experiencing the desired effect of their substance or have another non-emergent need.



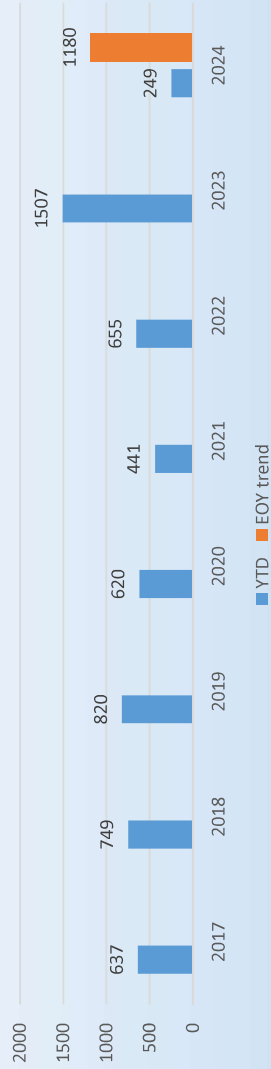
Dispatch Alcohol Intoxication Updated through 03/17/2024



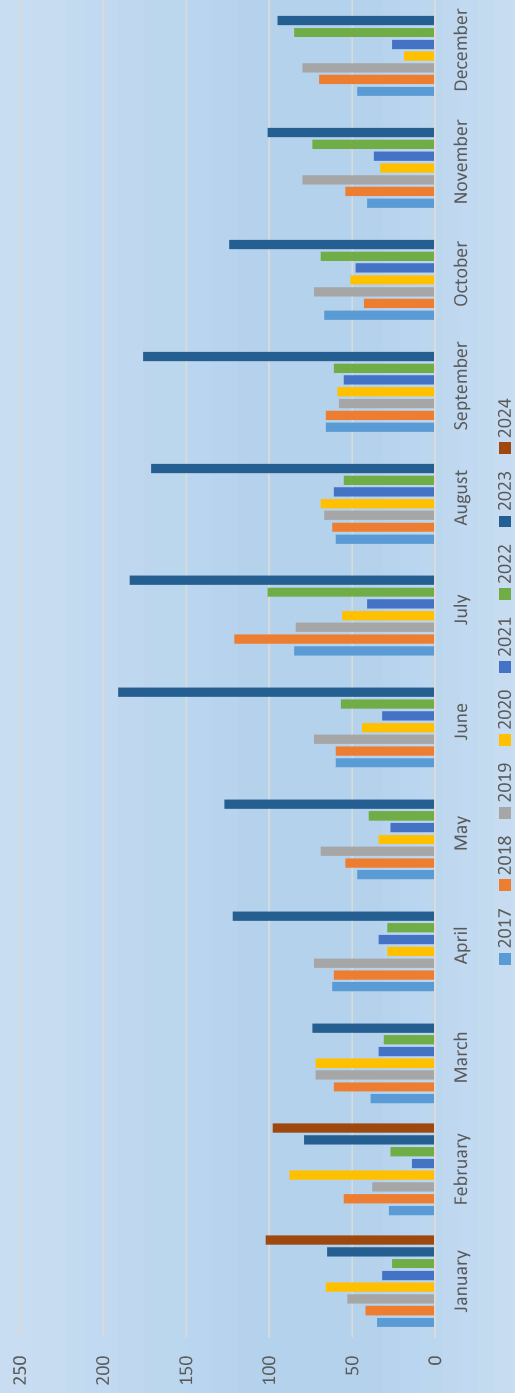
- Open alcohol intoxication is a concern in the community.
- These numbers are relatively steady and do not appear to account for a significant response increase.



Annual
Fire Department EMS Responses to Homeless/Houseless/Transient/
No Address Population
Updated through 03/17/2024

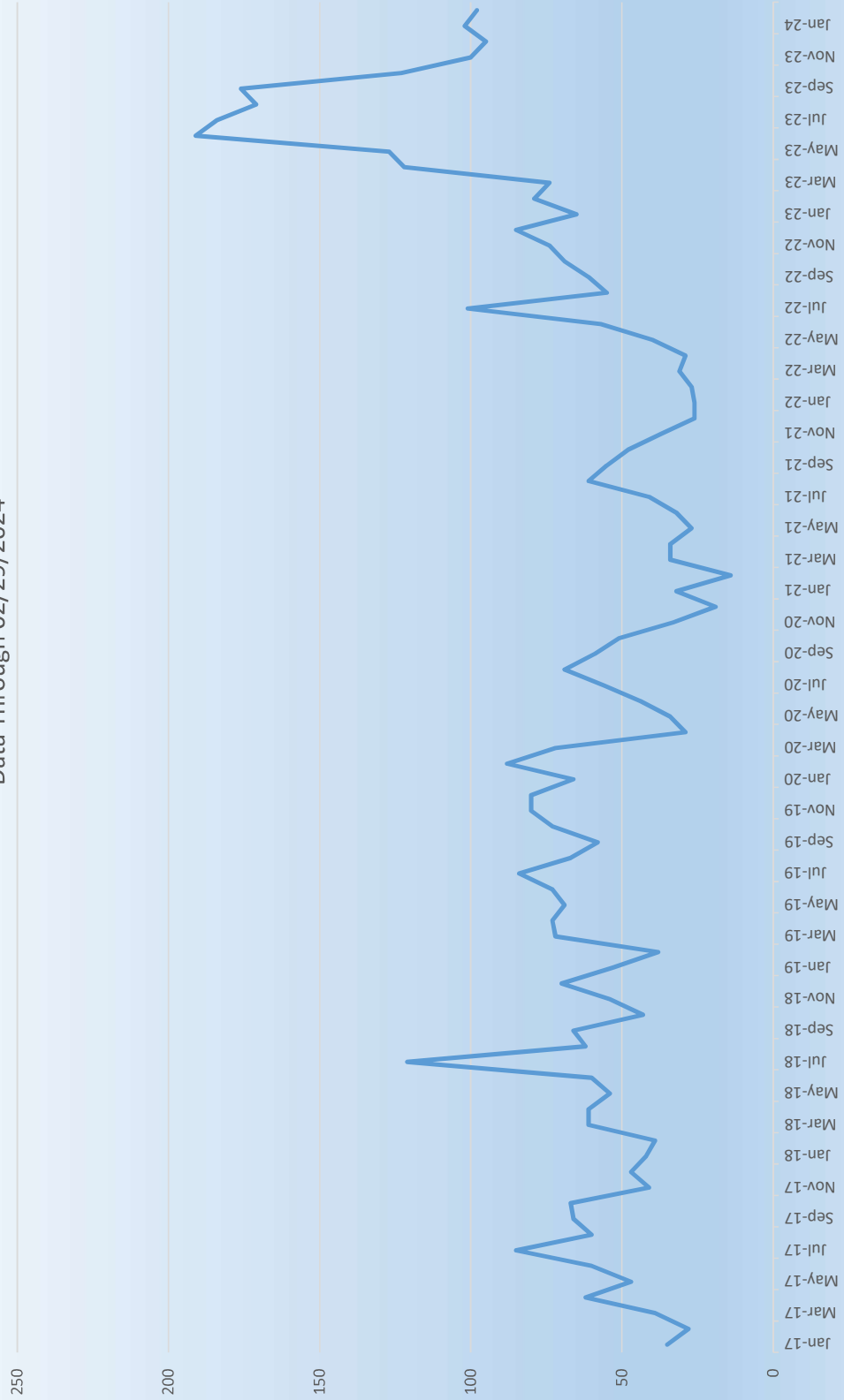


Monthly Fire Department EMS Responses to
Homeless/Houseless/Transient/No Address Population



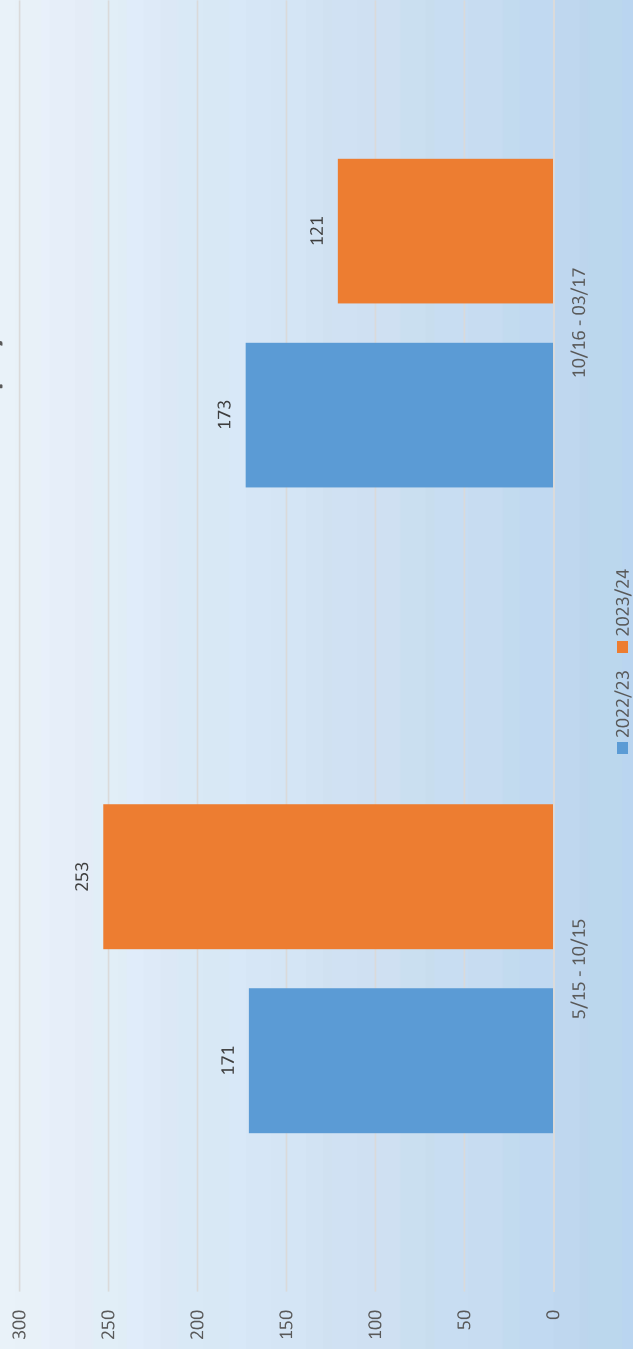


Monthly Fire Department EMS Responses to Homeless/Houseless/Transient/No Address Population
Data Through 02/29/2024





Overdose totals 22 weeks before and 22 weeks after CRT deployment



Total:	1309	2272	76	163	25	13	3
	# of Attendees	# of Wound Care Items Distributed	# of Comfort Care Supplies Distributed	# of NLB Kits Distributed	Total # Referrals/ Bridge to Service Providers	Total Request For CRT Members Via Phone	Total Above & Beyond Incidents

CITY COUNCIL ACCOUNTABILITY LIST

This list is a working document. It is a record of resolutions, ordinances, communications that have come to the Council and there is an action requested.

Prepared by: Lori Olberg, Licensing, Voting & Records Coordinator

4/15/24

	Meeting Date	Type of Document and Title	Action Requested	Updated Next Steps in the Process
1	2/6/23	Communication re Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington and Resolution in Support of Big Heavy World Teen Center Proposal for Memorial Auditorium	refer the communication to TEUC and CDNR Committees respectively for further review and engagement	TEUC Item was taken up at the March 2023 meeting. No further action taken
2	3/13/23	Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after Tony Redington	refer the communication to TEUC for further review	TEUC Item was taken up at the March 2023 meeting. No further action taken
3	3/13/23	Resolution: Supporting LGBTQIA+ Community Members and Condemning Transphobia	City Council will work in collaboration with community members and organizations and the City administration to develop a plan for ongoing activities to support and amplify the voices of the LGBTQIA+ community; City Council urges Burlington’s state legislative delegation to look at current state hate crime statute to look to extend protections for schools and organizations that advocate/support LGBTQ+ (and other minoritized communities) from hate motivated targeted crimes, examine Burlington’s graffiti ordinance and consider changes that address continued defacement of public property, and graffiti that spreads hateful and harmful messages.	There have been stakeholder meetings brought forward by the Administration to address the directives in the resolution. UPDATE: Work is being done in the Legislature, a former resident created a physical Burlington trans pride flag to fly in front of City Hall in recognition of Trans Day of Visibility; the flag will fly the flag from March 15 - April 15 to celebrate Trans Day of Visibility and reboot the Trans People Belong campaign.
4	6/5/23	Resolution: Accepting Grant Funding from the Department of Mental Health for the Crisis Response Team and Exploring the Creation of a Burlington CAIP Department	The City Council requests an evaluation be done to explore Burlington CAIP becoming a department of the City , an evaluation be done to review the reporting and supervisory structure needed to support three public safety departments (police, fire and CAIP), that a report come to Public Safety Committee in October 2023, approval for the Chief of Police to accept the Department of Mental Health grant for Burington CARES	A report was to come to Public Safety in late 2023. UPDATE: this was presented to the Public Safety Committee as per the resolution in March 2024, report to the full Council in April 2024.
5	7/24/23	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals	requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2023, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Initial meeting of the parties by 12/31/2023; UPDATE: parties met at March TEUC meeting
6	12/18/23	Ordinance: Burlington Code of Ordinances-Sections 21-45 - 21-49 Trespass	refer the proposed to the ordinance committee for further review to include, but not be limited to, consideration of the list of parties authorized to issue no trespass orders, balancing no trespass orders with proactive harm reduction efforts and to evaluate expanding the ability to enforce the trespass ordinance on private property.	Work being done on this in the Ordinance Committee
7	1/16/24	Proposed Charter Change: Articles 62, 63 and 65 regarding Police Oversight	Referred the proposed Charter change to the Police Commission for further consideration and a request for a report back to the Council by June 3, 2024.	Report back to the City Council in June 2024 from Police Commission

**BURLINGTON CITY COUNCIL WITH MAYOR PRESIDING
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 12, 2024
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Sarah E Carpenter
Zoraya Hightower (via Zoom)
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King
Miro Weinberger

OTHERS PRESENT:

Katherine Schad
Kim Sturtevant
Jordan Redell
Lori Olberg

1. CALL TO ORDER and AGENDA

The meeting was called to order by Mayor Weinberger at 8:28 PM.

MOTION by City Council President Paul, SECOND by Councilor Mage, to adopt the agenda.

VOTING: unanimous; motion carries.

2. CONSENT AGENDA

2.1 Motion to adopt the consent agenda and take the actions indicated

2.2 Communication: C/T Office, re: Openings Boards and Commissions – waive the reading, accept the communication, and place it on file.

MOTION by City Council President Paul, SECOND by Councilor Magee, to adopt the consent agenda and take the actions indicated for items 2.1-2.2.

VOTING: unanimous; motion carries.

3. 2024 BOARD AND COMMISSION APPOINTMENTS

2.1 Conservation Board: Term Expires 6/30/27

MOTION by Councilor Traverse to nominate Leslie Spencer to the Conservation Board.

VOTING: unanimous; motion carries.

2.2 Development Review Board – Alternate: Term Expires 6/30/26

MOTION by City Council President Paul to nominate Marina Campbell to the Development Review Board (Alternate).

Ms. Campbell spoke about her interest in serving on the Development Review Board as an alternate member.

VOTING: unanimous; motion carries.

2.3 Board of Health: Term Expires 6/30/25

MOTION by Councilor Shannon to nominate Jane Seymour to the Board of Health.

MOTION by Councilor Grant to nominate Julia Rivers to the Board of Health.

Ms. Seymour spoke about her interest in serving on the Board of Health, noting her background as an epidemiologist.

VOTING (to appoint Ms. Seymour): unanimous; motion carries.

Councilor Traverse noted that there were many qualified applicants for this open seat on the Board of Health, thanked them for their interest, and encouraged them to consider applying to openings in the future.

4. ADJOURNMENT

4.1 Motion to adjourn

The City Council meeting adjourned without objection at 8:39 PM.

RScty: AACoonrad

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
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Melo Grant
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Lori Olberg
Kim Sturtevant
Jamie Feehan
Bruce Baker
Brian Pine
Rebeka Lawrence-Gomez
Christine Curtis
Cindi Wight
Meghan O'Daniel
Abby Duke
Dave Farrington
Patrick O'Brian
Al Senecal
Laura Wheelock
Julia Ursaki
Nic Longo
Dave Carman
Marie Friedman
Jeff Glassberg
Chapin Spencer

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 4:39 PM.

MOTION by Councilor Doherty, SECOND by Councilor Carpenter, to amend and adopt the agenda as follows:

- **Remove from the consent agenda item 8.21. and place it on the Deliberative Agenda as item 9.9 (per City Council President Paul per Councilor Bergman);**
- **Remove from the consent agenda item 8.16 and place it on the Deliberative Agenda as item 9.10 (per City Council President Paul per Councilor Grant);**
- **Add to the consent agenda item 8.23. Communication: Margaret Prindle, re: NEIGHBORHOOD CODE;**
- **Add to the consent agenda item 8.24. Communication: Solveig Overby, re: Why has the City derailed the Gateway Block Request for Proposal process? 2/12/2024 City Council Agenda Item 4;**
- **Add to the consent agenda item 8.25. Communication: Beth Anderson, Member, Electric Light Commission, re: Resignation;**
- **Remove from the agenda item 9.2 (per COS Redell).**

VOTING: unanimous; motion carries.

2. LEGISLATIVE UPDATE AND MEETING WITH PRIMMER PIPER TEAM (VERBAL)

2.1. Legislative update and meeting with Primmer Piper team (verbal)

Jamie Feehan of Primmer Piper Eggleston & Cramer began by speaking about the legislative session and timeline. He noted that there are generally 3-4 weeks of legislative activity prior to crossover, which is when committees move bills from one chamber of the legislative to the other. He noted that generally, crossover occurs the week of March 15 for non-financial committees and the week of March 22 for financial committees. He noted that any bills that don't go through crossover will not be taken up that legislative session. He then spoke about several high-priority issues in the legislature that pertain to Burlington.

Mr. Feehan noted that the first issue pertains to property taxes, which are slated to increase by approximately 20% absent any changes. He noted one bill that was fast-tracked out of the House Ways & Means Committee that would repeal the 5% spending cap put in place by Act 127 and replace it with incentives for towns to cut their school budget growth over the next five years, and provides for a delay in school budget votes until after Town Meeting Day, which will give schools the chance to propose alternative budget options without the 5% cap. Councilor Barlow noted that the tax cap in Act 127 favors Burlington and asked whether measures were put in place to protect Burlington from an additional tax increase, if that cap is being repealed. Councilor Bergman asked if there is anything the Council or administration can do to advance the interests of the City as a whole, since the school budget vote and the City's proposed tax increase are intertwined. Councilor Bergman spoke about the \$400,000 threshold for determining income sensitivity, noting that the result of Burlington's last appraisal bumped many households over that threshold and made it more difficult for them to get relief. Mr. Feehan said that this is one of the levers that could be explored for tax relief at the State level. Mr. Bergman urged the legislative delegation to press this issue on behalf of Burlington. Councilor Grant noted that the voters are asked to vote on a budget and an estimated tax rate, and asked whether the City has ever gone over the estimated tax rate. Chief Administrative Officer Schad replied that they will need to follow up with an answer to this offline. Councilor Grant noted that Act 127 had many measures in it to improve equity, and asked how this proposed bill would affect those. She also wondered

how this delay would affect Burlington's ability to accurately project a tax rate in time to receive voter approval. Mr. Feehan noted that the pupil weighting methodology won't be changed to Burlington's detriment.

Mr. Feehan then spoke about emergency housing. He noted that the legislature is addressing this through the Budget Adjustment Act (SFY 24 BAA) bill, which is currently Bill 839. He noted that the motel voucher program was proposed to be extended by the House through June 30, and will pick it up again in the SFY 25 budget. He also noted that the SFY24 BAA also provides for 5 new shelters around the state to house segments of the unhoused population. He noted that the Senate passed an amendment on Friday that agreed to the 5 shelters but would extend the motel voucher program only to those in vulnerable populations through June 30 (he noted that this does not include the elderly or those on disabilities, unless they have other conditions). Councilor Shannon asked how many people the 5 shelters are estimated to house, and Mr. Feehan replied that his team can provide statistics on the number of unsheltered people and the number who would qualify (or not qualify) for housing based on modifications to the motel voucher program. Councilor Dieng asked about the types of shelters that are being proposed for those 5 new shelters and when they will come online. Mr. Feehan replied that they will only be running through June 30, and will be a mix of congregate housing and other types.

Councilor Hightower asked whether there has been an update on the just-cause eviction bill that came out of Burlington's proposed charter change, and Mr. Feehan replied that the legislature has not yet taken up any municipality's just-cause eviction proposals, since they are currently prioritizing emergency housing.

Mr. Feehan then spoke about other bills related to housing. He spoke about a large bill in the House that would modify Act 250 requirements to allow cities and towns with robust zoning and permitting regulations to be exempt from certain duplicate review processes at the State level. He also noted a bill in the Senate that largely focuses on addressing Act 250 as well.

Mr. Feehan then spoke about bills related to public safety. He spoke about a bill that would enhance penalties for violation of retail theft, which has since shifted into creating a program to help violators avoid repeat violation and addressing the root cause of the theft. He said that significant resources are being proposed to reducing the backlog of cases in the court systems. Mr. Feehan also noted a bill that would address auto theft, which would increase penalties and broaden the applicability of the charge. Mr. Feehan spoke about bills related to drug crimes and prohibiting ghost guns, and a bill related to overdose prevention centers, which has passed the House and is pending in the Senate. He also spoke about bills related to public transit funding and identifying new sources of that funding for public transit providers. Councilor Magee spoke about his support for H. 72 (overdose prevention centers), and asked that the Council be kept updated on its progress, and that Council involvement be considered as the bill continues its way through Montpelier. Councilor Grant spoke about overdose prevention centers, noting that the current governor has not taken this issue as seriously as it needs to be taken, given that tried and true methods of handling the opioid epidemic are no longer working. She asked whether the strategy is trying to get the governor on board with a bill or ensuring that the legislature has a veto-proof majority on a bill, and Mr. Feehan replied that it could be either of those two strategies.

City Council President Paul asked that Councilors be kept informed of bills, their status, and dates where it could be valuable to represent the issues in Montpelier.

3. PRESENTATION ON FORMER YMCA FROM BRUCE BAKER (VERBAL)

3.1 Presentation on former YMCA from Bruce Baker (verbal)

Cleary Buckley, the architect for the developer, said that this is a proposal for redeveloping the former YMCA building on College Street in Burlington. He noted that the historic building is on the historic register, and that they have negotiated with the local and state historic groups to tear down the existing structure except for the part with the gabled roof. He said that the project will contain 90 apartment units, amenity

spaces on the ground floor, and parking below grade. He said that the site has a significant grade change between South Union and the portion behind City Market and the Howard Center, so there is accommodation for some parking. He said that the project is six stories tall. He said that they anticipate having a cost estimate for the project available next week. Councilor Doherty asked how the developer will attract a variety of tenants, noting that he has heard that this development will be for student housing. Mr. Baker replied that these units will all be rentals, and the proximity to downtown will attract a variety of people. Councilor Dieng asked about the timeline and inclusionary zoning provisions. Mr. Baker replied that hope to secure permits in June and begin construction, which should take two years. He said that they will likely have 20% of the units as inclusionary zoning units. Mr. Baker spoke about some of the challenges of constructing on this lot, which include the uneven terrain, tight urban configuration with no possible areas for staging, soils that are insufficient for new buildings, preserving a portion of the historic structure, and the challenges of building to LEED standards. Councilor Grant asked about the unit mix for the 90 units. Mr. Buckley replied that it would be a mix of studios, 3-bedroom, and 4-bedroom units, with a smaller amount of 1-bedroom and 2-bedroom units. He said that they are trying to attract families and young professionals. Councilor Grant asked whether the property will be monitored, given that it has been a focus of trespassing and graffiti, and that it is currently fenced off. Mr. Baker noted that they have gotten permission from the fire marshal to block the windows from the inside, to protect construction site tools. He said that more construction activity at the site has also deterred nefarious behavior, since the site is less unsupervised. He said that they will also designate a person during construction to be a point of contact for community needs. Councilor Traverse noted that there are a handful of new measures this Council has adopted that will impact this project, and he asked about the project's parking plans (given the elimination of minimum parking requirements) and asked whether the developer anticipates fully electrifying the property. Mr. Buckley replied that the project is slated to have 43 parking spaces below grade. He said that hot water generation will be through gas. He said that the HVAC systems will be electric heat pump/split systems. He said that the building envelope will be well-insulated and to LEED gold standard. Councilor Bergman asked about the noise-proofing between units, and Mr. Cleary spoke to the details of the insulation between units. Councilor Magee asked about timing for demolition and construction, and Mr. Baker replied that they are hoping that they can secure permitting and begin the demolition and construction in June. City Council President Paul noted that a number of constituents that live near this area are excited about the prospect of having more housing for families in this area.

4. COMMUNICATION: MAYOR MIRO WEINBERGER RE: SOUTH END COORDINATED REDEVELOPMENT PREDEVELOPMENT AGREEMENT AND GATEWAY BLOCK PREDEVELOPMENT AGREEMENT (VERBAL) **EXPECTED EXECUTIVE SESSION**

4.1. Communication: Mayor Miro Weinberger re: South End Coordinated Redevelopment Predevelopment Agreement and Gateway Block Predevelopment Agreement (verbal) **expected executive session**

Mayor Weinberger said that this pertains to two different projects (the South End project and the Gateway Block project), in different locations in the City. He said that while there are differences between the two, one of his goals is to make sure that there is consensus between his administration and the City Council about the direction in which these projects will go, as well as consistency between this direction and the goals of the private partners with whom the City is engaged on these projects. He noted that no action will be taken tonight based on discussion in executive session.

Councilor Bergman noted that there have been some complaints about how these types of issues, such as development agreements, are handled during executive session. He said that there should be public discussion and opportunity for dialogue first, especially related to the goals of these projects, after which it is more appropriate to have executive session. Councilor Hightower agreed, saying that discussions about goals could be held in open session, while discussions about what a predevelopment agreement could look like are better handled in executive session. Mayor Weinberger noted that both the Gateway Block and South End developments have gone through months of public discussion and debate. He said that he thinks it would be a good next step to take these concepts and goals around these projects and

articulate them in predevelopment agreements with the developers. Councilor Grant disagreed with the Mayor, saying she has gotten feedback from her constituents about lack of engagement, noting that the Council had been asked to vote on a Letter of Intent related to the Gateway Block without a public process.

MOTION by Councilor Doherty, SECOND by Councilor Barlow, to enter into executive session for the Council to communicate with legal counsel and the City Administration about negotiations related to the South End Coordinated Redevelopment Predevelopment Agreement and Gateway Block Predevelopment Agreement, pursuant to 1 V.S.A 313(a)(2), to include the Mayor's staff, City Attorney's Office, CEDO Director, the Assistant CEDO Director, the Planning Director, the Principal Planner, and consultant Jeff Glassberg.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – nay, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – aye, Councilor Hightower – nay, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – aye, Councilor Traverse – aye, City Council President Paul – aye (10 ayes, 2 nays); motion carries.

5. PUBLIC FORUM: **TIME CERTAIN – 7:30 PM**

5.1 Verbal Comments

Forum opened at 7:43 PM.

COMMENTS:

Burlington residents (in person):

- Jake Schumann noted that he will be presenting later tonight as part of the dog task force. He spoke about task forces as a great tool for the City to use as an opportunity for a group of residents, representing diverse perspectives, to come together to solve a problem. He expressed regret that a task force model could not be utilized for some of the Palestinian/Israeli issues that have come before this Council that have been particularly divisive.
- Jane McDougal spoke about the lack of policing downtown and said that more policing is needed to help ensure the safety of residents, particularly those housed at Cathedral Square, given the rampant drug use in that area.
- James Sherrard spoke about item 9.4, the item regarding an amendment to the CityPlace agreement. He categorized this as a bait and switch, saying that sacrificing 70 housing units for 350 hotel rooms (as is proposed) is a bait and switch on the part of the CityPlace developers. He said that there is an acute shortage of housing for Burlingtonians now. He urged the Council to ask the developers to support the agreement as it stands, and not support this proposed amendment.
- Solveig Overby expressed concern about the Gateway Block project, asking why the City has derailed the Gateway Block request for proposal process, given that there was a process established in 2019 that was then replaced by a sole source bidder's Letter of Intent. She asked the Council to engage in a public process to develop the three properties associated with the Gateway Block.
- Romeo von Hermann expressed concerns about the ever-changing priorities of the CityPlace project. He said that the City has enough hotels and does not need more, but it does need more housing.
- Kathy Owell urged the Council to heed the NPAs' 45-day request to give the citizens a chance to understand what issues are before the Council and the opportunity to discuss them with their Councilors. She said that citizens aren't being given enough time to discuss recent issues, such as the zoning amendments, the change in the number of housing units being proposed for removal from the CityPlace agreement, and the lack of an RFP process on the Gateway Block project. She said that this can open the City up to lawsuits and that it needs to slow down and not rush the public process.
- Karen Long said that the Neighborhood Code conversation began as a way to get more two, three, and four unit-buildings into the City, but has now morphed into a proposal to get 8 to 10-unit buildings on almost every City lot. She said that the Planning Office and

Committee should discuss the implications of these proposed changes on stormwater and water management, given how gravely runoff affects the lake. She said that the CityPlace agreement now proposes replaces 77 housing units with 350 hotel rooms, which the City doesn't need. She said that the safeguards to protect against amendments like this were broken when the zoning for this development was fast-tracked. She also said that the Council was misled in November and pressured to vote on the Gateway Block Letter of Intent.

- Michael Long advised the Council to proceed thoughtfully on the number of important policy and project items on tonight's deliberative agenda, and not try and rush to make decisions for the sake of making decisions prior to the end of this Council session and administration.
- Chris Gish expressed frustration about how the administration and City Council handle climate policy and the democratic process. He spoke about the engagement in the public process that he and other constituents went through over the past year, but that it doesn't seem like they have had any impact on public policy. He urged the City to support item 9.9, and urged the Council to listen to the people and not special interests or polluters.

Burlington residents (via Zoom):

- Ry Sherman said that the City needs real climate policies and that the Council needs to stand up and lead the City toward real climate action. He urged the Council to vote in support of item 9.9 and allow this item to go on the ballot for the voters to weigh in. He noted that UVM spoke against this measure at the last Council meeting, but that UVM does not represent its diverse student body, many of whom are supportive of this resolution.
- Sharon Bushor said that there have been so many significant issues that impact Burlington up for the Council's consideration over the past six months that there has been little time for public input. She said that constituents feel left out and that they are not being heard. She spoke about the proposed CityPlace agreement changes, and asked whether the Mayor had outreached to UVM or the hospital and asked if they would have liked to have some residential presence at CityPlace for their employees, given that the hospital is actively looking for places for its employees to live. She also asked whether Mr. Baker had done similar outreach to the hospital or university for the development he is proposing for the former YMCA building discussed earlier tonight.
- Caroline Wydman said that UVM students are demanding climate action, and urged the Council to vote in support of putting the carbon emission item on the ballot to enable voters to weigh in on it.

Burlington property-owners or organizations (in person):

- Laura Marino spoke as the property manager at Cathedral Square in support of the use of HOME and CDBG funding to provide affordable housing for low-income older adults. She said that they serve 1,300 residents in 27 housing communities, ten of which are in Burlington, and that 93% of residents are low or very low income and almost 20% were previously homeless. She said that the services provided by SASH (Supports and Services at Home) are integral to supporting aging in place for the fastest-growing demographic in the state.

Forum closed at 8:09 PM.

6. CLIMATE EMERGENCY REPORTS

6.1 Verbal Reports

Mayor Weinberger spoke about legislation that proposes changes to the State's renewable energy standard, saying that it is making its way through the House, and would achieve 100% renewable energy statewide by 2030. He also noted that Burlington Electric Department just acquired two electric Ford F-150 trucks to replace gasoline-fueled vehicles in its fleet.

7. PUBLIC HEALTH & SAFETY EMERGENCY UPDATES

7.1 Verbal Reports

Councilor Grant provided information from the Chittenden County State Attorney's Office about the number of cases they have, the backlog, and information on the types of cases they have received. She noted that there is fear and frustration in the community, which has created a hotbed of misinformation and disinformation about the State Attorney's Office and its actions. She noted that Chittenden County had 2,990 pending criminal cases at the beginning of February, which include 45 pending assault and robbery charges, 182 pending burglary charges, 789 pending retail theft cases, and 222 operation without owner's consent (car theft) charges. She further noted that the State's Attorney herself is carrying over 200 cases, including several murders. She said that the clearance rate for cases continues to be consistent and good. She said that the State Attorneys across the state cannot prosecute on complaints they haven't received, and urged community members to submit an incident if they feel there is one, and follow up on it to ensure that it was logged. She said that she spoke at the Ward 8 NPA about public safety and officer staffing levels.

Mayor Weinberger spoke about the City's efforts to expand methadone access, given that the opioid crisis has changed and that the drug treatment of choice (buprenorphine) is no longer as effective and that methadone is also needed to address the crisis. He noted that an RFP was issued for more methadone treatment and that the Howard Center responded to it. He said that he hopes this means expanded methadone access in Chittenden County. He said that if approved, this dosing center would be located within the Community Health Centers of Burlington. He additionally provided an update on the winter warming shelter, noting that donations were received from Hannaford's Supermarkets (\$90,000) and from the State (\$37,000) to fund nursing services at the City's three low-barrier shelters. He noted that the winter warming shelter has served over 100 people since opening in December.

8. CONSENT AGENDA

8.1 Motion to adopt the consent agenda (as amended) and take the actions indicated

8.2 Communication: C/T Office, re: Accountability List – waive the reading, accept the communication, and place it on file.

8.3 Communication: C/T Office, re: January 16, 2024 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the February 26, 2024 Regular City Council Meeting.

8.4 Communication: C/T Office, re: January 22, 2024 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the February 26, 2024 Regular City Council Meeting.

8.5 Communication: C/T Office, re: January 29, 2024 Regular City Council Meeting Minutes, Draft – waive the reading, accept the communication, place it on file and adopt the minutes at the February 26, 2024 Regular City Council Meeting.

8.6 Special Event Outdoor Entertainment Permit Application (May 2024-September 2024): Higher Ground, BCA Center – 405 Pine Street (in back parking lot of building) - approve the special event outdoor entertainment permit application (May 2024 - September 2024) for Higher Ground, BCA Center - 405 Pine Street (in back parking lot of building).

8.7 Special Event Outdoor Entertainment Permit Application (Friday, April 5, 2024 to Monday, April 8, 2024): The Pinery, 377 Pine Street – approve the special event outdoor entertainment permit application (April 5, 2024 to April 8, 2024) for the Pinery, 377 Pine Street.

8.8 Special Event Outdoor Entertainment Permit Application (May 17 – August 30): South End Get Down, 377 Pine Street - approve the special event outdoor entertainment permit application for South End Get Down, 4:30 pm – 11:00 pm every Friday, 377 Pine Street.

8.9 Special Event Outdoor Entertainment Permit Application (9/19/24 to 9/22/24): Oktoberfest, Burlington Waterfront - approve the special event outdoor entertainment permit application (9/19/24 to 9/22/24) for Oktoberfest, Burlington Waterfront.

8.10 Communication: Mayor Miro Weinberger, re: Appointments of Brian Lowe and Kirby Dunn to the Burlington Housing Authority Board – accept the communication and place it on file.

8.11 2024-2025 Tobacco License and Tobacco Substitute Endorsement Renewals: see attached list – approve the 2024-2025 Tobacco License and Tobacco Substitute Endorsement Renewals as listed.

8.12 Communication: Solveig Overby, re: 1/29/24 City Council PF – waive the reading and place the communication on file.

8.13 Motion to Authorize Chief Innovation Officer to enter into a contract for email services – I&T – approve and recommend that the City Council approve and authorize the Chief Innovation Officer execute an agreement with GovConnection, Inc. and Microsoft for email services for a total amount not to exceed \$165,000 over three years, subject to final contract approval by the City Attorney’s Office.

8.14 Authorization to Execute Contracts for two Great Street CityPlace Streetscape Public Art Projects – BCA/DPW - authorize the Director of Burlington City Arts to execute the following Artist Agreements for public art surrounding CityPlace Burlington, for contract values not to exceed \$182,500 in the aggregate, with additional approved contingency funds in the amount of \$17,500 to fund any future necessary contract amendments or city scope related to the public art projects, for a total authorized expenditure not to exceed \$200,000, subject to review and approval by the City Attorney’s Office and contingent upon City Council approval of Budget Amendment for BTC Public Improvements for Public Art Contracts and ARDA Amendment: 1. A contract with Studio Projects, LLC in an amount not to exceed \$92,500 for final design, fabrication, and installation of artwork; and 2. A contract with Studio KCA in an amount not to exceed \$90,000 for final design, fabrication, and installation of artwork.

8.15 Budget Amendment for 130 Bank Street Sales Tax Reallocation Funds for the BTC Public Improvements Project – DPW - authorize the Director of Public Works or designee to request reimbursement in the amount of \$987,059 in 130 Bank Street Sales Tax Reallocation funds towards the BTC Public Improvement Project Budget to accept the same, and to further authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1 in furtherance of securing this reimbursable state funding.

8.16 Van Purchase For Burlington Cares - **NOW AGENDA ITEM 9.10.**

8.17 Approve Street Maintenance Worker/Working Foreperson Retention Bonuses – DPW - approve the attached Memorandum of Understanding between AFCSME Local #1343 and the City of Burlington re: Retention Bonus for Department of Public Works Street Maintenance Employees, authorizing Public Works Director Chapin Spencer to execute the agreement and to further authorize the payment of retention bonuses to employees holding the positions of Street Maintenance Worker and Street Maintenance Working Foreperson for the periods described and amounts listed therein provided that such payments shall not exceed \$1500 per employee or \$28,500 in the aggregate, subject to review as necessary by the Chief Administrative Officer or designee.

8.18 Request to Amend a Contract with Nelson/Nygaard Consulting Associates, Inc. for Consultant Services for the Citywide Transportation Study – Planning – approve and authorize the Director of City Planning to amend the maximum limiting amount for the CTOS study to a total of \$104,373.50 and to execute a contract amendment with Nelson/.Nygaard Consulting Associates, Inc. for the revised amount and for the purposes of replacing the scope of work for Task 1A, subject to final review and approval of the City Attorney’s Office.

8.19 Budget Amendment and Contract Amendment for BTC Public Improvements and Associated Public Art Contracts – DPW - 1. Approve and authorize the use of \$200,000 in Waterfront TIF funds towards the BTC Public Improvements, Public Art project budget, as further detailed in the amendments to the project budgets as described in the above table labeled “NW Budget-TIF Only” and subject to the attached Budget Amendment form; and 2. Approve and authorize the use of \$1,054,624 in Waterfront TIF funds towards the BTC Public Improvements, BTC Public Improvement TIF project budget, as further detailed in the amendments to the project budgets as described in the above table labeled “NW Budget-TIF Only” and subject to the attached Budget Amendment form; and 3. Approve and authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of the funds in substantial conformance with Attachment 1; and 4. Approve and authorize the Director of Public Works to execute a second contract amendment with Stantec Consulting Services, Inc. for the development of an updated design for the Great Streets Bank & Cherry Street project in an additional amount up to \$85,716, and any necessary future amendments in furtherance of updating the current design using up to \$8,571.60 (10%) in available contingency funds, for a total authorized contract amount not to exceed \$1,340,003.32, subject to the review and approval of the City Attorney’s Office.

8.20 FIO Documents – for information only.

8.21 Resolution: Implementation of a Carbon Pollution Impact Fee (TEUC (Councilors Bergman and King)) ****NOW AGENDA ITEM 9.9****
8.22 Resolution: Climate Policy Review and Next Steps For Existing Commercial And Industrial Buildings Less Than 50,000 Square Feet (Councilors Traverse, Barlow) – postpone to a date certain to the February 26, 2024 Regular City Council Meeting.
8.23. Communication: Margaret Prindle, re: NEIGHBORHOOD CODE – waive the reading and place the communication on file.
8.24 Communication: Solveig Overby, re: Why has the City derailed the Gateway Block Request for Proposal process? 2/12/2024 City Council Agenda Item 4 - waive the reading and place the communication on file.

MOTION by Councilor Dieng, SECOND by Councilor Shannon, to adopt the consent agenda and take the actions indicated for items 8.1-8.24.

VOTING: unanimous; motion carries.

9. DELIBERATIVE AGENDA

9.1 Public Hearing: City's 2024-2028 Consolidated Plan for Housing and Community Development – CEDO
Director Pine began by noting that they are here before the Council to gather feedback about housing and community development needs, in order to inform the City's plan for housing and community development for the next five years. He said that this is a way for the City to think strategically about its community development needs and market conditions, and make data-driven, place-based decisions on investment of scarce federal dollars. Housing Program Manager Lawrence-Gomez spoke in more detail about the broad public engagement process CEDO has undertaken to inform this next five-year plan. She said that they have met with healthcare providers, housing providers, individuals, state departments within the Agency of Human Services, as well as fielded an online survey, which is still open but has yielded many responses so far. She noted that they are collecting feedback and incorporating it into the consolidated plan through March and will be returning to the Council in April with a draft plan for approval, and anticipate submitting the plan to the federal government at the end of May.

City Council President Paul opened the public hearing.
There were no public comments.

City Council President Paul closed the public hearing.

Councilor Hightower asked whether CEDO plans to give a presentation on the survey results. Director Pine replied that yes, they plan to present the results of the survey once it is closed.

Councilor Carpenter asked whether there are any major changes that will drive how funding will be used going forward versus how it used to be used. Director Pine replied that the federal government hasn't given any direction that departs from that of the past, though he noted that the amount of funding in real dollars has decreased dramatically since the 1990s, in part now due to inflation.

Councilor Dieng asked about the level of engagement necessary for an engagement campaign to be considered successful. Housing Program Manager Lawrence-Gomez replied that CEDO is less focused on the number of people who have been engaged but more at having as wide an array of responses as possible, especially from vulnerable populations. Councilor Dieng asked how CEDO has been using the City's Language Access Plan to reach diverse populations in the City. Housing Program Manager Lawrence-Gomez replied that they connected with the Associations of Africans Living in Vermont and worked in partnership with them to identify the needs of the communities that they represent. She noted that the online survey has been translated into multiple languages. She also noted that CEDO staff attended the Trusted

Community Voices meeting and heard directly from them about their experiences and community needs. Councilor Dieng suggested directly outreaching members of the New American community rather than going through an organization.

9.2 Communication: Mayor Miro Weinberger, re: Appointment of Assistant City Attorney ****ITEM REMOVED FROM AGENDA****
Item removed from agenda.

9.3 City of Burlington, VT 2021-2023 Dog Task Force Report

Maria Karunungan, Chair of the Dog Task Force, began by introducing the other present members of the task force (Jake Schumann, Kyle Tansley, Ilona Blanchard, and Lori Kettler). She noted that the task force was tasked with a mixture of policy recommendations and implementation requests. She noted that recommendations included updating animal-related city ordinances, improving licensing process and increasing the number of licenses, requiring licensing of cats and prohibiting at-large cats in the City, improving reporting, compliance, and enforcement through the creation of an Animal Control Officer (ACO) and adding experts to the Animal Control Committee, establishing a policy for off-leash dogs, and creating and expanding the annual calendar of education outreach, activities, and parks-based events to reduce issues and conflict. She said that in terms of updating ordinances, the task force specifically reviewed Chapter 5, which relates to animals, and they updated language, improved the animal shelter policy, added language to require the licensing of cats, increase licenses fees and dedicate funds to improving the welfare of dogs and cats, and strengthened enforcement measures. In terms of licensing recommendations, they recommended improving the licensing process, increasing the number of animals in the City that are licensed, and allocating revenues appropriately. She noted that the City's current estimated rate of licensing is 11%, and that the City is receiving around \$24,000 per year in licensing revenues. She said that with the recommendations outlined in this report, the projected increase in revenue to the City from improved licensing outreach and efforts to encourage compliance could be between an additional \$70,000 and \$276,000 per year. She spoke in more detail about recommendations around cat licensing. She said that the task force recommends requiring cats to be licensed and to prohibit at-large cats. She said that licensing cats would improve their welfare, aid in identification for animal control purposes, and to better ensure public safety. She said that prohibiting at-large cats would reduce disease, injury, and fatalities, reduce neighborhood nuisances, and improve wildlife conservation efforts, particularly for birds. She noted that Burlington would not be the first municipality to implement this. She spoke about recommendations related to reporting, enforcement, and compliance, such as the creation of an Animal Control Officer, adding professional experts to the Animal Control Committee, increasing accessibility of reporting and ensuring issues are responded to, increasing the consequences of ordinance violations, and improving the City's animal shelter provisions. She then spoke about recommendations related to off-leash areas, noting that the task force recommends that off-leash areas be expanded in the City. She said that the task force recommends establishing a policy for off-leash dogs that includes the management and creation of fenced and unfenced off-leash dog areas, and that this policy would have oversight from the Parks Commission. She spoke about a proposed pilot program of unfenced off-leash dog areas with clear signage and rules, and then spoke about potential areas in the City that could host this pilot program. She then presented a proposed annual education and outreach calendar.

Councilor Magee spoke about the collaboration between this task force and the Parks, Arts, and Culture Committee, and thanked the task force for its diligent and hard work over the past several years to bring forth these recommendations. He noted that the Parks, Arts, and Culture Committee is supportive of these recommendations

Councilor Doherty spoke about two important points within these recommendations, which are recognizing the negative impact of stray and at-large cats on the City's songbird population, and recognizing the potential impacts of exotic pets on Burlington's environment (particularly its waterways).

Councilor Grant noted that at-large cats include not just strays but any cat that is outdoors, and that people would need to find ways to keep their cats inside or on their property if at-large cats are prohibited. Ms. Karunungan noted that they have put together materials to help educate people on this.

Councilor Barlow thanked the task force for its work on this. He asked whether there has been prioritization of these recommendations, and whether some of them should be implemented before others. Mr. Schumann replied that there isn't currently an effective policy in place right now, so having an off-leash policy codified in ordinance is important. He also noted that the budget recommendations could be particularly impactful for the upcoming budget season, so he encouraged the City to look at that sooner rather than later.

Councilor Hightower asked whether the report could be referred to the Ordinance Committee, rather than placed on file. Assistant City Attorney Sturtevant replied in the affirmative.

MOTION by Councilor Hightower, SECOND by Councilor Magee, to waive the reading, accept the report, place it on file, and refer it to the Ordinance Committee.

DISCUSSION:

- **Councilor Carpenter noted that the underperformance in licensing isn't something the Ordinance Committee is equipped to deal with. She made a friendly amendment to request that the parts of the report that are germane to the Parks, Arts, and Culture Committee (such as the underperformance in licensing) be referred to the Parks, Arts, and Culture Committee.**
- **Councilors discussed postponing this item, so that the City Attorney's Office can review the report and determine which parts should be referred to which committees for further work to implement the recommendations.**

MOTION by Councilor Magee, SECOND by Councilor Traverse, to postpone action on this item until the City Council's February 26, 2024 meeting.

VOTING: unanimous; motion carries.

9.4 Second Amendment to Second Amended and Restated Development Agreement, CityPlace Partners LLC – Mayor's Office
Mayor Weinberger spoke briefly about the history of the CityPlace project, which began about a decade ago. He noted that in the fall of 2022, the Council approved the ARDA 2.0 (the Amended and Restated Development Agreement), which allowed the new local development team to move forward, break ground, and begin on the lowest levels of the project. He said that the partners were clear at that time that they were still putting together a financing plan and considering an array of development plans. He said that throughout the agreement discussion, the developers and the administration noted that this is a complex project and that more changes would likely be needed. He said that tonight, they can say with certainty that this effort will succeed. He noted that the South Tower at CityPlace is the tallest structure in Vermont and should be completed and open to residents within the next year. He said that most of the foundation of the second building (the North Tower) has been constructed, and it is anticipated that it will open in 2026. He said that by approving this series of amendments, the Council will allow the project to take another critical step forward. He said that the proposed changes are the addition of another hotel and the reduction of about 70 permanent homes from the project. He acknowledged that these changes would include an additional 350 hotel rooms, which would bring business into the City's downtown. He said that this new set of amendments would include at least 350 apartments, 70 of which will be permanently affordable, and has 30% more homes than the first development agreement that the Council approved (in 2018). He said that this is not a bait and switch, and that it represents a major step toward increasing the housing supply in the City. He urged the Council to approve this set of amendments, speaking about the CityPlace partners' efforts to ensure that this project is viable in the face of significant

headwinds around supply chain issues, inflation, and increased costs. He said that approving these amendments would also continue the efforts to ensure that significant public and private investment in the downtown continue to take place. He spoke about other large scale projects, such as the Main Street Great Streets project and the Cambrian Rise development, saying that the City has never had as much public investment being made as it is now, and hasn't had as much housing being created as it is now.

Outside legal counsel Tim Sampson began a brief presentation, noting that they will discuss the development agreement's history, project updates, and the second amendment to the agreement. He noted that the original development agreement was executed in 2017, and then paused until ARDA 1.0 in May 2021 and ARDA 2.0 in November of 2022, as well as the first amendment to the ARDA 2.0 in June of 2023. He briefly spoke about project updates, noting new partnership from the Giri group to provide a source for substantial third-party financing, the shift of Champlain Housing Trust's affordable housing component into the Cambrian Rise project, resulting in the CityPlace partners developing their own inclusionary zoning units. He noted that changes with this second amendment would include some program changes, adjustments to the timing, adjustments to the inclusionary housing provisions, adjustments to allow for progress payments toward the public improvements that the partners are doing, and updates on the TIF financing.

Attorney Sampson spoke in more detail about the amendment. He spoke about building program changes. He noted that there were originally going to be 272 units, which is now guaranteed to be a minimum of 350 units. He noted that the number of hotel rooms would increase from approximately 140 to not more than 350. He outlined changes in timing, saying that the south and north buildings were slated for completion by November 2025 and the CHT component completed by 2026, but now the proposal is to complete the south building by November 2025 and the north building by June 30, 2026. He spoke about changes to the inclusionary housing component of the project. He noted that the CityPlace partners will self-develop their inclusionary zoning units, and that they will be located in the north building and integrated throughout it. He said that there are provisions that protect the City to ensure that these IZ units materialize. He then spoke about progress payments for public improvements, saying that the current agreement allowed for TIF funding to be deployed when both towers are under construction contracts, but the proposed amendment would allow for the TIF funding to flow when the south tower has been fully financed. He said that the TIF financing protections would remain in place for this set of amendments.

MOTION by Councilor Carpenter, SECOND by Councilor Shannon, to approve and authorize Mayor Miro Weinberger to execute a Second Amendment to Second Amended and Restated Development Agreement with Cityplace Partners LLC, in substantial conformance with the attached draft and subject to the final review and approval of the City's attorney.

DISCUSSION:

- Councilor Carpenter said that she is excited to see this project continue to move forward, and that it will represent a large effort to increase the housing supply as well as business in the downtown area.
- Mr. Farrington, one of the CityPlace Partners, spoke about how they have had to pivot with this project to adjust to the realities of increased construction costs, labor costs, and higher interest rates, but emphasized that they are committed to completing this project.
- Councilor Bergman asked for an explanation of why voting against these proposed amendments puts the project at risk. Mr. Farrington replied that the risks are around the economics of the project, because they are getting bank financing for 75% of the project and the partners need to demonstrate that this is a solid return on investment to the banks. Councilor Bergman said he is not supportive of the loss of 75 housing units, but he agreed that there are benefits for having more hotel units. He asked how the public will be able to access the inclusionary zoning units. Mr. O'Brian replied that a waiting list may be developed, but that it is too soon to discuss that at this juncture.
- Councilor Hightower expressed support for the agreement, even with these amendments. She said that the public and Council have not been given enough time to digest these changes, and would like to postpone a vote on this item until

the Council's second February meeting. She expressed disappointment in how quickly large items like this are put in front of the public and the public isn't given enough time to give their input prior to the Council voting on them.

- Councilor Magee expressed support for the project, saying that looking at it from a pig picture lens, it is beneficial to the City to have more hotel rooms and increased residential housing. He said he is supportive of these amendments, with the caveat that continuing to leave the public out of these conversations and lack of engagement is an ongoing problem.
- Councilor Grant said that she is disappointed to lose any number of housing units in this project but that the economics of building right now are difficult and expensive. She said that the sooner the pit in the middle of downtown is gone, the better. She also acknowledged the lack of public engagement around these amendments, and asked how more updates to the public can be released from the project without jeopardizing the financial plans of the project. She said she would like to work toward more public engagement for this project.
- Councilor Shannon said that the Council gave the permission for this project to go from 14 stories and only 272 units to 278 housing units, and then permission for 420 units and 10 stories, highlighting that this project has evolved over time. She acknowledged that this is a private development, but suggested that it would be beneficial to the public for the developers to produce a newsletter or communication to keep the public informed about progress being made on the project.
- Councilor Dieng said that a project of this magnitude should have proactive public engagement, and he would have preferred if the developers proactively engaged with the City's NPAs and commissions on these changes. He expressed concern about the lack of public engagement, though he said he is supportive of this project. He said that the most fundamental problem in this City is housing, and said that these changes represent less housing and more infrastructure for tourists. He said that the project should take the time to more actively engage the public. He asked how many IZ units have been lost as a result of these changes. Mr. Farrington replied that they reduced the number of IZ units in the project by ten units, though those units are being shifted to Cambrian Rise. He said that they are still including the required 70 IZ units they need for the project. Councilor Dieng pointed out that the perception of the community is that units are being lost, and said that the community needs to be engaged moving forward so that they understand these changes.

VOTING: unanimous; motion carries.

9.5 Resolution: Supporting Students and Educators Through Statewide Education Tax Relief (Councilors Traverse, Paul, Barlow, and Carpenter)

MOTION by Councilor Traverse, SECOND by Councilor Dieng, to waive the reading and adopt the resolution.

DISCUSSION:

- Councilor Traverse spoke about the general feeling of sticker shock at the proposed education tax increase of 13.97%. He said that he is invested in the success of the schools, and is worried about how the high proposed rate increase would influence the outcome of the school budget vote, especially given that more than half of the increase is being mandated by the state and is outside the control of the local school district, due to the application of the CLA. He said that many municipalities are also dealing with similarly high increases. He said that this resolution is intended to support reasonable efforts that will mitigate the impact of state-mandated tax increases and establish a more equitable state education financing system. He said that this resolution also sends a plea to Montpelier to not walk back the gains made through Act 127 to make per pupil funding more equitable.

- **Councilor Barlow spoke about the school district's careful budget planning, which for the proposed FY25 budget, included incorporation of both savings and increased expenses, as well as other operational investments, and that 61% of the increase was driven by the debt service being incurred because the school district is building a new high school and regional technical center. He said that any careful planning can be waylaid by pressure imposed by surprises that come from the state later in that planning process (in this instance, the CLA). He said he hopes the legislature considers serious structural changes in how it finances education in the state.**

VOTING: unanimous; motion carries.

9.6 RAISE Reconnecting Downtown Grant Acceptance associated with the BTC Public Improvements Project – DPW
Senior Engineer Wheelock and City Engineer Ursaki spoke to this item. Senior Engineer Wheelock said that this will be a transformative grant that would allow the City to reconstruct all of the blocks of Cherry Street and all of the blocks of Bank Street. She noted that this is a \$22 million grant with no local match.

Mayor Weinberger said that with this congressionally directed spending from Senator Leahy, the City is back in its former position of potentially realizing the original vision of the Main Street Great Streets project, which had had to be scaled back in recent months due to rising construction and interest rate costs. He said that this grant will allow the City to bring all of the proposed streets up to the Great Streets standard.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, to 1. Authorize the Director of Public Works to execute the Amendment #1 to Cooperative Agreement CA0811 from the Vermont Agency of Transportation to accept an additional grant amount of \$22,384,000 for construction of the Reconnecting Downtown Project, for an authorized RAISE grant acceptance in the amount of \$22,384,000, resulting in a total authorized grant acceptance amount of \$37,384,000, including a previously authorized CDS local match in the amount of \$3,000,000, with project costs to be paid upfront by the City of Burlington and then reimbursed by the Vermont Agency of Transportation with no local match, subject to approval by the City Attorney's Office; 2. Authorize the Director of Public Works to execute the U.S. Department of Transportation Grant Agreement under the Fiscal Year 2023 Raise Program to define the scope of work, project schedule, and City's reporting responsibilities, subject to approval by the City Attorney's Office; 3. Approve the necessary amendments to the BTC Public Improvements Project Budget – Great Streets Bank and Cherry Street Project Budget by adjusting the accounts as described herein and in the attached draft budget amendment form and further authorize the Chief Administrative Officer or designee to effect all necessary transfer of funds in furtherance of such amendments.

VOTING: unanimous; motion carries.

9.7 Request to (1) convey the so-called North Hangar building at Patrick Leahy Burlington International Airport to Beta Technologies, Inc. (Beta) by Bill of Sale, and (2) to execute a Ground Lease Agreement with Beta to replace the existing building lease between the parties (Airport)

MOTION by Councilor Traverse, SECOND by Councilor Bergman, to authorize the conveyance of the North Hangar building located at 1150 Airport Drive in South Burlington to Beta Technologies, Inc. and to authorize the Mayor of the City of Burlington to execute a bill of sale to effect the conveyance, subject to final review and approval by the City Attorney's Office; and 2. Approve and recommend that the City Council authorize the leasing of certain identified space at the Patrick Leahy

Burlington International Airport to Beta Technologies, Inc. and to authorize the Mayor of the City of Burlington to execute the ground lease agreement, subject to final review and approval by the City Attorney's Office.

DISCUSSION:

- **Aviation Director Longo began by providing a brief history of this particular lease, which originated in 2019. He noted that the building in question had been scheduled for demolition and was unoccupied prior to the 2019 lease, and that Beta Technologies made significant renovations to the building as part of its lease agreement. He said that over \$500,000 has been invested into the building. He said that this item would sell the property to Beta Technologies and continue to lease the ground back to Beta Technologies. He said that this item is revenue neutral.**
- **Mr. Glassberg spoke in more detail about this agreement.**
- **Councilor Barlow said that he is supportive of Beta Technologies and the activities occurring at the airport, though he expressed concern that the Council was only made aware of this proposal a week ago. He said he would have liked the Council to be brought into the process sooner. He requested that these types of agreements be brought to the Council sooner so that it can conduct its due diligence prior to approving them. He said that he would also like items like this to go to the Airport Commission prior to coming to the Board of Finance and City Council. He asked for further detail about the revenue neutrality of the agreement. Aviation Director Longo replied that Beta is currently paying rent for the building, per its lease, and a limited portion of ground rent. He said that this would shift the rent entirely to ground rent, which would not itself be a revenue neutral deal, so other components were added to it to make it revenue neutral, such as parking fees and landing fees, which combined all create a revenue neutral deal for the Airport. Councilor Barlow asked how a change in lease terms and building sale affect the City's control in the event of a business failure or loan default or change in ownership. Mr. Glassberg replied that the City's interests are protected in the event that Beta puts in place a lease hold mortgage and it fails to pay it.**

MOTION by Councilor Magee, SECOND by Councilor Bergman, to suspend the rules and complete the remainder of the deliberative agenda.

VOTING: unanimous; motion carries.

DISCUSSION (CONT'D):

- **Councilor Traverse asked if there are any next steps and whether the airport will be returning to the Council for further action. Aviation Director Longo replied that Beta is one of the first companies to manufacture full-scale electric aircraft, which comes with many operational changes to the Airport itself. He spoke about some of these changes, which have already been approved by the Council, and does not anticipate further Council action needed in this area in the near future.**
- **Councilor Dieng said that he would have liked this to go to the Transportation, Energy, and Utilities Commission (TEUC) in addition to the Airport Commission, Board of Finance, and now City Council.**
- **Councilor Grant asked if this item would be included in the report that the Airport writes for the Airport Commission,. And Aviation Director Longo replied that yes, it would have been included. Councilor Grant suggested that the report to the Airport Commission be forwarded to the TEUC.**
- **City Council President Paul spoke briefly about the number of people employed by Beta Technologies at its Burlington facility.**

VOTING: unanimous; motion carries (Councilor Doherty recused).

9.8 South End Coordination Schedule Update 2.12.24 DPW

Director Spencer began by noting that in the fall of 2021, DPW put together the South End Construction Coordination Plan, which sought to deliver generational infrastructure renewal and minimizing the impacts of that investment on the community by coordinating the projects together. He noted that the downtown project has been added to the Construction Coordination Plan. He said that this plan represents over \$200 million in investment in infrastructure. He said that at the next City Council meeting they will return to the Council with requests for contract and budget amendments for the Champlain Parkway. He said that the purpose of tonight is to lend context to those asks prior to seeking approval for them.

Assistant Director Baldwin began by noting the projects that have been completed since formation of the plan, projects in construction, and projects still in development. He showed the designs for some of the projects in development. He noted that the environmental impact assessment was just completed for the Railyard Enterprise Project, which allows the City to move forward with the rest of its preliminary design and then begin the process of right-of-way construction. He noted that the first phase of the Champlain Parkway Project is slated for completion this August, and that the second phase is anticipated to advance in August. He noted that they will be seeking Council approval for repackaging the final phase of the Champlain Parkway Project's design, and also completion of the first phase with some additional costs that weren't anticipated. He said that they are preparing to submit an application for the second phase of the Main Street Great Streets Project, which would connect from Pine Street to Battery Street.

Councilor Bergman asked about the completion of the Champlain Parkway Project three years before the proposed beginning of construction for the Railyard Enterprise Project. Director Spencer replied that the plan reflects that the Railyard Enterprise Project reached a milestone (the environmental assessment from the Federal Highway Administration), which means that it is a viable project to move forward with preliminary design. He also noted that the state and federal governments have committed up to \$20 million on this project, which is a major commitment. He said that the Champlain Project is moving into its second phase, which will not be completed until 2026 or 2027, and it is anticipated that the Railyard Enterprise Project would begin construction in 2027. He acknowledged this gap, saying that the sequencing has shifted from what was presented to the Council three years ago, hence this update. Assistant Director Baldwin emphasized that the Railyard Project is one of the City's highest construction project priorities, along with the Parkway, but noted the challenges with constructing such a project on such a constrained site.

Councilor Magee echoed Councilor Bergman's concerns, saying that when they approved moving forward with Phase 1 of the Champlain Parkway, they were doing so in anticipation that the Railyard Enterprise Project would come first. He said that for the King/Maple Neighborhood, it's a non-starter that Phase 2 occur before the start of the Railyard Enterprise Project. Director Spencer noted that the asks of the Council for the next meeting will not be approval for a construction contract for Phase 2 of the Champlain Parkway Project, but would be the supporting consultants for some of the scope. He further noted that the City engaged in a robust process with federal and state partners around the National Environmental Policy Act (NEPA) process, which looked at the impacts on the King and Maple Neighborhood, and found that there was no disproportionate impact for that neighborhood. He noted that there is a projected increase in traffic of 9%, but that is balanced with exclusive pedestrian phases, bump outs, traffic calming, and other measures to manage that traffic.

Councilor Traverse asked if there is a timeline of when DPW will be seeking Council support for a construction contract for Phase 2. Assistant Director Baldwin replied that after the procurement process, they will likely come to the Council in April or May with a construction contract approval request. Councilor Traverse asked whether there could be ways to compress the timeline for the Railyard Enterprise Project, and Assistant Director Baldwin replied that they've been advancing certain components early, but are limited in flexibility by some of the federal processes and timelines. Councilor Traverse said that he, like others, would like the Railyard Enterprise Project and the Champlain Parkway

Project to be completed as closely as possible, though he is mindful of the traffic and safety concerns in the south end of this project, and that there are a number of competing demands.

Councilor Grant said that there are equity issues around the Champlain Parkway project and the King/Maple Neighborhood. She said that these issues should not be discounted, because if the people who lived there had more political power or wealth, there may have been more debate about it.

9.9 Resolution: Implementation of a Carbon Pollution Impact Fee (TEUC (Councilors Bergman and King)) **WAS CONSENT AGENDA ITEM 8.21**

MOTION by Councilor Bergman, SECOND by Councilor King, to waive the reading and adopt the resolution.

DISCUSSION:

- Councilor Bergman said that this resolution looks at more than just fees, but looks at incentives and other areas with more granularity. He said that this resolution looks at August as an alternative to a Town Meeting Day ballot item, and allows the City to engage in a process that appeals across the board. He asked fellow Councilors not to deny by acting to delay.
- Councilor Grant spoke about the unseasonably warm temperatures this winter.
- Councilor Barlow said that he is not a climate denier, but said that the City needs to be very thoughtful about how it decarbonizes smaller buildings in Burlington, and that the carbon pollution impact fee may not be the right tool to decarbonize those smaller buildings. He said that if the City makes it onerous to own commercial or industrial property in Burlington, it would be difficult to decarbonize those buildings if those business owners leave and set up shop in a neighboring community. He said that he hopes that they can explore other tools, such as incentives and weatherization.
- Councilor Traverse spoke about actions taken to strengthen the implemented carbon fee ordinance. He acknowledged that some feel that even with this strengthening, the ordinance does not go far enough, but he does not agree that not supporting this resolution is an anti-climate action. He said that once the current, recently-implemented ordinance's monitoring and reporting provisions have led to the collection of actual data, the City can make evidence-based decisions on a future path.
- Councilor Grant said that this Council has a habit of kicking the can and doesn't incentivize businesses and building owners to do the right thing. She said that this is an area where the City can effect real change and can motivate businesses to do the right thing sooner rather than later.
- Councilor Magee expressed support to incentivizing conversion to electric, but that without the carbon impact fee, the City will not get there as quickly as it needs to. He said that this resolution works toward putting the question on the ballot in August and does not include the actual implementation of further carbon impact fees, but rather allows for that as one of the tools in the City's toolbox.

VOTING (by roll call): Councilor Barlow – nay, Councilor Bergman – aye, Councilor Carpenter – nay, Councilor Dieng – aye, Councilor Doherty – nay, Councilor Grant – aye, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – nay, Councilor Traverse – nay, City Council President Paul – nay (6 ayes, 6 nays); motion fails.

9.10 Van Purchase for Burlington CARES (Police) **WAS CONSENT AGENDA ITEM 8.16**

Councilor Grant said that this allocation of funds is an important step in having a real community-driven public safety model and is Burlington's version of the CAHOOTS model. She said that it is important to have these public safety items on the deliberative rather than consent agenda to allow for further discussion and opportunities to inform the public about them.

MOTION by Councilor Magee, SECOND by Councilor Dieng, to approve and authorize the Chief of the Burlington Police Department to enter into a purchase agreement with New England Motor Car Company, to acquire a Ram ProMaster Van for use by the Burlington CARES team, in an amount not to exceed \$84,995, with review and approval of any agreements by the City Attorney's Office.

DISCUSSION:

- Councilor Magee said that he is glad that this is moving forward, and hopes to see this team operationalized by the time his term on the Council ends in several months.

VOTING: unanimous; motion carries.

10. COMMITTEE REPORTS

10.1. Verbal reports

None.

11. CITY COUNCIL – GENERAL AFFAIRS

11.1. Verbal reports

None.

12. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

12.1. Verbal reports

None.

13. MAYOR – GENERAL AFFAIRS

13.1. Verbal reports

None.

14. ADJOURNMENT

14.1 Motion to Adjourn

MOTION by Councilor Magee, SECOND by Councilor Bergman, to adjourn the meeting.

VOTING: unanimous; motion carries.

The meeting adjourned at 11:31 PM.

RScty: AACoonrad

**BURLINGTON LOCAL CANNABIS CONTROL COMMISSION
CITY HALL – CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 12, 2024
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Zoraya Hightower (via Zoom)
Sarah E Carpenter
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King
Miro Weinberger

OTHERS PRESENT:

Kim Sturtevant
Katherine Schad
Jordan Redell
Lori Olberg

1.0 AGENDA

City Council President Paul called the meeting to order at 8:25 PM.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 CONSENT AGENDA

2.1 Motion to adopt the consent agenda and take the actions indicated

2.2 2024-2025 Cannabis Renewals: see attached list – approve and authorize transmission of local approval of the following local cannabis

control license renewal applications to the State Cannabis Control Board, subject to all municipal conditions currently in effect on such local licenses: Bern Legacy Cannabis, Ceres Collaborative, Euphoria Cannabis LLC, Float On, Grass Queen, Inc., Green Leaf Central and Green State Dispensary; Upstate Elevator Operations.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the consent agenda and take the actions indicated for items 2.1-2.2.

VOTING: unanimous; motion carries.

3.0 ADJOURNMENT

3.1 Motion to adjourn

The meeting adjourned without objection at 8:26 PM.

**BURLINGTON LOCAL CONTROL COMMISSION
CITY HALL – CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 12, 2024
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Zoraya Hightower (via Zoom)
Sarah E Carpenter
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King
Miro Weinberger

OTHERS PRESENT:

Kim Sturtevant
Katherine Schad
Jordan Redell
Lori Olberg

1.0 AGENDA

City Council President Paul called the meeting to order at 8:23 PM.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 CONSENT AGENDA

2.1 Motion to adopt the consent agenda and take the actions indicated.

2.2. 2024 - 2025 First, Second, Third Liquor License and Outside Consumption Permit Renewals: see attached list – approve the 2024-2025 First, Second, Third Liquor License and Outside Consumption Renewals as listed with all standard conditions.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the consent agenda and take the actions indicated for items 2.1-2.2.

VOTING: unanimous; motion carries.

3.0 DELIBERATIVE AGENDA

3.1 First and Third Class Liquor License Applications (2024-2025): The Archives, 191 College Street

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to approve the 2024-2025 First and Third Class Liquor License Applications for The Archives, 191 College Street with all standard conditions.

VOTING: unanimous; motion carries.

4.0 ADJOURNMENT

4.1 Motion to adjourn

The meeting adjourned without objection at 8:25 PM.

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 26, 2024
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng (via Zoom)
Zoraya Hightower
Sarah E Carpenter
Mark Barlow
Joe Magee
Gene Bergman (via Zoom)
Ben Traverse
Tim Doherty
Melo Grant
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Jared Pellerin
Kim Sturtevant
Steve Murray
Cathy Foley
Jane Knodell
Jeff Metcalf
Brian Pine
Meagan Tuttle
Charles Dillard
Samantha Dunn
John Caulo
Will Fleisig
Jennifer Nichols
Nick Anderson
Jeff Glassberg
Joe Larkin
Eric Farrell
Kyle Blake
Nancy Stetson
Alina Korsak

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 5:34 PM.

MOTION by Councilor Barlow, SECOND by Councilor King, to amend and adopt the agenda as follows:

- **Add to the consent agenda item 8.18 Communication: CAO Katherine Schad, re: Creation of Mayor Transition Fund;**
- **Add to the consent agenda item 8.19 Communication: Jackie Mattaliano, re: Supporting Neighborhood Code as it is Written;**
- **Add to the consent agenda item 8.20 Communication: Marty Gillies, re: public comment for 2/26/2024 council meeting;**
- **Add to the consent agenda item 8.21 Communication: Solveig Overby, re: 2/26 CC Agenda Item 5. Gateway Block RFP- No RFP; no 50 year ground lease commitment from Eric Farrell and Joe Larkin;**
- **Add to the consent agenda item 8.22 Communication: Solveig Overby, re: 2/26 City council – Agenda Item 9.7 - Burlington FY23 Audit Management Letter missing 2nd Recommendation from FY22 Management Letter;**
- **Remove from the consent agenda item 8.8 Parking Management Sublease Agreement with Unified Parking Partners – DPW and place it on the Deliberative Agenda as agenda item 9.9 (per Councilor Magee);**
- **Add to the consent agenda item 8.23 Communication: Grace Palmer, re: Please support Neighborhood Code;**
- **Add to the consent agenda item 8.24 Communication: Benjamin Cooley, re: Support for Neighborhood Code;**
- **Add to the consent agenda item 8.25 Communication: Todd DeLuca, re: Neighborhood Code and Inclusionary Zoning public comment;**
- **Add to the consent agenda item 8.26 Communication: Caryn Long, re: 11 Weston Street;**
- **Add to the consent agenda item 8.27 Communication: Taylor Adams, re: Neighborhood Code Comment;**
- **Add to the consent agenda item 8.28 Communication: Sequola Young, re: Neighborhood Code;**
- **Add to the consent agenda item 8.29 Communication: Paul Bierman, re: Neighborhood Code: Update for Monday's Council meeting;**
- **Add to the consent agenda item 8.30 Nick Persampieri, re: City Council Meeting 2/26/24 Agenda Items 9.2 & 9.3 (Neighborhood Code) and 9.4 (Climate Policy Review);**
- **Note proposed amendments regarding 9.4 (per Councilor King);**
- **Add to the consent agenda item 8.31 Communication: Rose Dumas, re: Vote for the Neighborhood Code;**
- **Add to the consent agenda item 8.32 Communication: Evan Gould, re: Parking Management Sublease Agreement with Unified Parking Partners;**
- **Add to the consent agenda item 8.33 Communication: Peter Wyman, re: Neighborhood Code;**
- **Add to the consent agenda item 8.34 Communication: Julia Randall, re: Comment on Wildlife Corridors & Neighborhood Code;**
- **Add to the consent agenda item 8.35 Communication: Jak Tiano, re: Neighborhood Code;**
- **Add to the consent agenda item 8.36 Communication: Jak Tiano, re: Inclusionary Zoning Resolution.**

VOTING: unanimous; motion carries.

2. WORK SESSION: DECKER TOWERS (VERBAL)

2.1 Work Session: Decker Towers (verbal)

Jane Knodell, member of the Burlington Housing Authority Board (BHA), began by noting the composition of the BHA's Board, saying that it is a board currently in transition, but they are working to understand how the building works and does not work, and have begun conducting site visits to learn more. She expressed appreciation to the City Council for their interest and concern about the Decker Towers, its conditions, and its residents, as well as the engagement of the Mayor and CEDO.

Cathy Foley noted that Decker Towers residents formed the first ever elected resident council several months ago. She noted that Decker Towers needs more resources in order to fix its issues (for example, securing its front doors in order to stop drug users and other individuals from gaining access to the building). She said that the residents are asking the City for resources to secure the front doors and provide more security. She said that the Mayor's proposal for a guard at the door and a change in policy for visitors (and enforcement of that policy) is what is needed. She said that additionally, the evictions being pursued by BHA leadership need to be followed through with. She said that the building itself is also in bad shape and that residents would like to help with projects to improve it, noting that if the residents have a stake in the building's condition, they will build pride of ownership in their home.

Jeff Metcalf, Director of Asset Management for BHA, spoke about the steps that have been taken to secure the Decker Towers building to date. He noted that they have installed a security camera, which means that they have a good sense of how people are getting into the building. He said that exterior gates have been locked and more lighting and illumination have been added. He noted that because the building was built as an open-concept design with many community and common spaces, it has been challenging to secure all of them but that they have continued to work to do so. He noted that these improvements have been unbudgeted, given that they are emergent and not anticipated. He said that the compassion and empathy toward the unhoused who are seeking shelter are real, but that it is a very challenging situation. He said that they are looking into what they can afford to do to increase security, including increased patrols.

Mayor Weinberger spoke about increased concern regarding the condition of the Decker Towers building. He said that the City is interested in being a partner to BHA through this challenge, both in the short term as well as the medium and longer-term.

CEDO Director Pine began by noting that Decker Towers is experiencing what can be categorized as some of the failures of society and the lack of a social safety net. He noted that the resources facing BHA are constrained, given that much of the funding comes from the federal level and that the current rent is capped. He said that the cost to operate housing is about \$700 a month, and that rent at Decker Towers is around \$750 per month, and that this is not a sustainable model even during normal times, let alone when facing some of these acute security and capital needs. He said that the City is committed to helping restructure Decker Towers to more sustainably ensure security for its residents going forward.

Councilor Dieng asked how long this current situation at Decker Towers has been going on. Steve Murray, Executive Director of BHA, said that these issues began last February. He said that they have been engaging with residents since that time, and the issues have only gotten worse. Councilor Dieng asked about implementing the Mayor's six-point plan laid out for Decker Towers, and Mr. Murray replied that they are determining which portions of the plan they are able to implement, as some of the recommendations may not be feasible and could have a disparate impact on different parts of the population of residents, so they are carefully assessing the Mayor's plan. Councilor Dieng asked about BHA staff that are working at Decker Towers. Mr. Murray replied that the turnover among staff is not high, but that the stress and anxiety associated with working at the building are palpable, and that workers are being given hazard pay. He said that he expects that BHA will see more staff attrition if the security issues at Decker Towers are not addressed. He said that BHA firmly believes that security guards will help mitigate these issues, and that BHA would like to partner with the City to secure third-party security, given that BHA does not have the resources to pay for this by itself. Councilor Dieng said that the City needs to help with this and should build a task force to address some of the more medium and long-term issues.

Councilor Carpenter said she supports BHA's pursuit of restructuring its finances to ensure a more sustainable model, given that the financial model that BHA (and other HUD housing authorities) operates under isn't sustainable. Mr. Murray replied that financially, BHA is not in dire straits, but that Decker Towers simply does not have the cash flow to support increased security to levels that are currently needed. Councilor Carpenter agreed, and said that it would be good to address these issues at Decker Towers, knowing that other housing projects could face similar issues around the state.

Councilor Traverse said that the City is trying to take steps to increase public safety and security more broadly, which will hopefully provide more tools for BHA to increase security in its buildings. He said that there are also smaller steps that can be taken to improve the quality of life and security at Decker Towers (such as the recent installation of a package cage), and that to the extent possible, open channels between the City and BHA should be maintained to continue to collaborate on security issues. He asked about the metrics that BHA is trying to achieve in order to begin to fill vacant units at Decker Towers again. Mr. Murray replied that their general metric is safety and security, and hope to open units up again once more security is obtained. Councilor Traverse asked about BHA's legal fees, given the number of evictions they are pursuing to try and address some of the crime and drug problems at Decker Towers. Mr. Murray noted that they budget about \$80,000 per year for rents and damages, but that in the current fiscal year they have already spent \$350,000 on rents and damages to units. He noted that evictions typically cost around \$20,000 per eviction. He said that they have exceeded their professional services line item by around \$90,000, the bulk of which is related to legal fees. Councilor Traverse said that the City's legal community could potentially help BHA with pro bono or reduced fee work.

Councilor Shannon asked whether there are similar issues with other properties than Decker Towers. Mr. Murray replied that Section 8 evictions for drug-dealing and non-payment of rent have significantly increased across the City. He said that the number of Section 8 vouchers that are being terminated due to drugs is extremely high. He noted that buildings that do not have interior hallways or interior spaces like Decker Towers are not suffering as much. He said that Decker's communal spaces and internal hallways exacerbates the issues. Councilor Shannon asked where these evicted people are going if they are being turned out of these units, given that these individuals are causing harm in the community. Mr. Murray said that when they evict people, those people tend to then migrate to another apartment or become homeless. He said that BHA has a fiduciary duty to its residents to remove harmful people from the premises, and that after that, those individuals become the responsibility of the City and State. Councilor Shannon asked about the financial structure of BHA and who ultimately is responsible for the debt if BHA is spending more than it brings in. Mr. Murray replied that BHA has spent about \$200,000 out of its reserves for increased security, but that these reserves are needed for capital improvements to the building in future years.

Councilor Grant said that this is an issue of equity, and that this problem has not been addressed because the residents in question are low-income and disabled. She said that people in the City continue to be serviced differently based on class, and that this is a glaring example of that. She apologized on behalf of the City for its lack of empathy. She expressed appreciation for the residents' courage and sense of community. She said that Decker Towers needs to be a standing agenda item for the Council, as it will help inform how to prevent this from occurring in other locations. She said that it seems that the current building manager is scared, but that she agrees with the suggestion of having incident reports filed by the building manager and sent to the Police Department, and that these incident reports should be acknowledged, if not followed up on. She cited the City's chronic problem with online incident reporting, noting that incident reporting from Decker Towers cannot just go into a black hole. She suggested a mutual aid project, similar to what was stood up in the Old North End (the ONE Mutual Aid Project), which started during COVID and is a way for the community to help individuals who have specific needs. She said that the number of UVM and Champlain students who are going into Decker Towers to buy drugs is unacceptable, that these students need to be held accountable, and that the colleges need to make it clear to their students that this type of behavior is unacceptable.

Councilor Hightower expressed sympathy and agreed with Councilor Traverse that if anything can be done in terms of City policy in the long term to strengthen security measures, they would like to engage with BHA on that. She acknowledged that security guards address the symptoms but not the root cause of the problems facing Decker Towers and the City.

3. WORK SESSION: SOUTH END COORDINATED REDEVELOPMENT DRAFT PRE-DEVELOPMENT AGREEMENT

3.1 Work Session: South End Coordinated Redevelopment Draft Pre-Development Agreement

Director Tuttle said that they are bringing this item forward tonight to share an update on an MOU that was executed between the City, Champlain College, and Ride Your Bike back in January of 2023 to advance coordinated planning with the parties that own properties in the central portion of the South End Innovation District, which was rezoned last summer. She said that they would like to present an update on planning work and high-level takeaways from the studies that have been conducted over the last year, as well as propose outlines of a draft pre-development agreement that would allow the City to continue to move forward with additional planning, with the goal of coming to the Council later this year with a draft development agreement.

Assistant Director Dunn began by noting that the site in question in the South End includes three parcels—68 Sears Lane, which is owned by the City, 125 Lakeside Avenue, which is owned by Ride Your Bike, LLC, and 175 Lakeside Avenue, which is owned by Champlain College. She noted that this MOU includes three phases, the goal of which was to arrive at a pre-development agreement, which is tonight's topic. She spoke about the outcomes that will inform this pre-development agreement, which included a mobility framework, a conceptual design program for analysis of potential development, a wastewater budget and infrastructure capacity expansion needs, and a car trip budget and promotion of the City's standard level of service.

City Planner Dillard spoke briefly about several elements of activities being worked on through this project. He spoke about the mobility framework, which had the guiding principle of having the majority of street space be dedicated to accessible and active modes of transportation, and that a network of shared parking facilities should serve the development and greater South End of the City. He also spoke about the development of a conceptual program that the parties used to assume what uses and development could occur on these three parcels. He said that they assumed about 1,100 homes and about 230,000 square feet of non-residential space, for uses like childcare, art studios and makerspaces, offices, recreation, restaurants, commercial spaces, and Champlain College classrooms and student housing. He said that these uses and their corresponding conceptual space needs, are critical to understanding the development's impact on local infrastructure (such as wastewater, parking, and traffic). He spoke about the public engagement the City has conducted relating to this MOU and project.

Assistant Director Dunn then spoke about more specifics related to the predevelopment agreement. She said that the agreement would represent a unique opportunity to develop a new, sustainable, walkable mixed-income neighborhood that encompasses the three parcels of land in question, that it utilizes the mobility framework outlined above, that it maximizes the number of new homes within the development, and that the project's phasing and design would be informed by infrastructure constraints, strategies, and financial feasibility. She said that the design goals include a visionary urban design, a housing-forward project with diversity of residents and housing types, prioritization of non-residential spaces to expand the South End's arts and innovative economy, a design district that is walkable, bikeable, and active-mobility focused, and sustainable building and site design practices.

Assistant Director Dunn then spoke about commitments to ongoing collaboration and study. These include the development of a housing plan that achieves a minimum of 20% affordable housing, leveraging an ACCD grant to have a public realm conceptual design, pursuing a Planned

Unit Development (PUD) application and phasing of development, exploring future interventions to the Champlain Parkway, and using 68 Sears Lane. She said that in terms of ongoing studies, they will continue to pursue the wastewater infrastructure analysis and options, determining what funding sources and uses could be leveraged for this project, conducting a traffic analysis and leveraging transportation demand management opportunities, and looking at potential land swaps and parcel modifications within these three sites.

Assistant Director Dunn said that in terms of next steps, they anticipate City Council action on the predevelopment agreement at its March 11, 2024 meeting, after which they have activities laid out for the next 9 months to move forward toward a development agreement.

John Caulo, of Ride Your Bike, LLC (owner of 125 Lakeside Avenue), thanked the Council for its support of this initiative, and acknowledged the work of City staff on this project. He emphasized the importance of creative thinking in solving the housing crisis that the community is facing.

Mayor Weinberger said that this is one of the largest housing opportunities that the City has to redevelop a large amount of underutilized parking lots in the South End. He emphasized the importance of a strong agreement between the parties and ensuring that the City has the infrastructure in place to accommodate this kind of an agreement. He said that in light of the administration change occurring in the next several months, he said that he would like to put the City in the best position possible by signing a pre-development agreement that would be non-binding but would serve to articulate the goals and parameters of the project and set it up for successful work under a new administration.

Councilor Traverse asked about what the built environment would do in this space with respect to stormwater and lake health, and how a future state would compare to what currently exists, which is largely surface parking lots. City Planner Dillard replied that the South End Innovation District is the most aggressive zoning district in the City with regards to stormwater infrastructure, and requires extensive green stormwater infrastructure on site. He noted that most of the stormwater will be contained on site, unless it is a large storm event. Mr. Caulo added that any development on these sites will be a vast improvement, given that much of the current surface is impermeable. Director Tuttle added that the City is currently working to understand the capacity of wastewater that may result from this sort of development, and said that they are looking to develop on-site solutions.

Councilor Hightower asked for clarification around the number of parking spaces on the plan, and Assistant Director Dunn replied that the plans are conceptual and the numbers are not firm yet. Councilor Hightower said that the vision of having 1,100 homes and 1,100 to 1,200 parking spaces isn't a vision she is excited about, as it seems to assume that people will use cars as much as they do now. She said that she would encourage this to be a much more walkable area, which was what was envisioned when they passed the South End rezoning. Director Tuttle replied that because the parking would be implemented in increments, it will help the City understand how much parking is demanded, which will help develop TDM solutions to support right-sizing the parking in that area.

Councilor Dieng asked whether the Water Division of DPW has been consulted about this project and given the opportunity to provide input. Director Tuttle replied that they have been working closely with DPW for over a year and have worked with the Water Division to understand the challenges related to this project, as well as to help with identifying solutions.

4. PUBLIC FORUM: **TIME CERTAIN – 7:15 PM**

4.1 Verbal Comments

Forum opened at 7:25 PM.

COMMENTS:

Burlington residents (in person):

- David Foss spoke as a resident of Decker Towers, expressing support for Councilor Grant's suggestion of an agenda item related to Decker Towers. He said that he has lived in Decker Towers for about 8.5 years, and that the last year and a half have been challenging. He noted that half of the evicted people have worked their way back into the building, and that at least 50-60 unhoused people end up in the Decker Towers stairwell on a nightly basis. He invited the Council to come visit Decker Towers.
- Abbie Wolff spoke as a resident of Decker Towers, expressing gratitude and hope for making progress on the current situation. She thanked many for bringing awareness to this issue and helping to build community. She thanked the Council for their engagement.
- Susan Miller spoke as a resident of Decker Towers, and spoke in support of residents and the Decker Towers community. She expressed concern that Executive Director Murray has been scapegoated, given that he has done so much for the residents to try and help this situation. She expressed concern for three staff members of BHA and asked for their resignation, given their lack of compassion over a situation that occurred over Christmastime.
- Solveig Overby expressed concern that the Gateway Block project did not go through the RFP process, as well as the lack of a fifty-year ground lease arrangement (similar to that of the Airport). She also expressed concern that this year's audit management letter did not include a recommendation from last year around CEDO's capital project accounting, but clarified that she is not intending to denigrate the Chief Administrative Officer's performance.
- Brett Yates spoke about the Neighborhood Code, urging the Council to pass it, given the City's very serious housing crisis. He said that it is a modest plan and that the Council should pass it without further watering down its impact. He said he wishes the Council would go further and increase density further.
- Jake Schumann spoke about the need to heal from collective trauma, saying that the community has not had closure from the trauma suffered in late November when 3 Palestinian men were shot in the community. He said that the Council failed to put political capital on the line and act. He spoke about the resolution that failed on December 11th, saying that it was amenable to all parties until a key stakeholder withdrew their support, resulting in divisiveness and inaction on the part of the Council. He said that the Council has individually and collectively failed to stand up against hate.
- Jane McDougal spoke about the Memorial Auditorium, asking what the City is going to do with it and saying that it should be used as a community space. She also asked why the food shelf isn't receiving financial support.
- Evan Gould spoke about the two amendments that were added to the Neighborhood Code ordinance over the weekend, one which lowers the lot coverage in RM to 55% and the number of units to 4, and the other keeps a single neighborhood RL despite the fact that it has the highest median lot coverage of all the neighborhoods being upzoned. He said that Burlington can't afford to make compromises on this, given the severity of its current housing crisis.
- Nick Persampieri expressed opposition to the climate policy review, saying that the scope of the study does not include fixing the defect with the existing ordinance by authorizing imposition of a fee on all thermal energy systems that emit greenhouse gases. He urged the Council to adopt the Neighborhood Code ordinance without amendments, saying that it is needed for a number of reasons (addressing the City's housing shortage and lack of affordable housing, which will also help businesses and addressing the climate crisis).
- Nolan Rogers noted the City's report on its 2030 net zero energy goals, which came out in 2019. He said that these goals hinge on the City incentivizing a change from gas heating to electric heat pumps as well as a transition to an 80% fully EV fleet for everyone in Burlington, and that the City is not meeting these goals. He asked when the City plans to move toward more heat pumps, and that the City should have already installed over 10,000 heat pumps to over half of the residential properties in order to meet these goals, which it has not done. He said that Burlington needs to be more of a leader, and needs to treat this emergency like an emergency.

- Alec Collins urged the Council to adopt the Neighborhood Code ordinance without amendments, speaking about the high price he pays for a rental unit and the terrible housing market in Burlington. He said that the City needs to adopt zoning code that permits as much housing as possible to be built.
- Josephine Brunnell spoke about the City's housing crisis and urged the Council to adopt the Neighborhood Code ordinance as written. She said that any changes to the Neighborhood Code should be to increase housing density, such as eliminating residential low zones in favor of residential medium as the City's baseline. She said that the City needs to take this as seriously as it can.
- Jak Tiano recommended rejecting both Councilor amendments to the Neighborhood Code ordinance, amend it to eliminate RL and use RM as a baseline and to otherwise pass the ordinance as written. He also asked that the Council pass a resolution asking the Planning Commission to investigate zoning policies that will enable Burlington to achieve a 1,000 unit per year development pace. He said that this pace would end the housing crisis within a decade, and that the current Neighborhood Code ordinance would only increase the number of units per year by 10 (or 1% of his pace).
- Philip Kiefer urged the Council to pass the Neighborhood Code ordinance without amendments. He said that he as a tradesman cannot afford to live in Burlington without the support of his partner. He said that people want to live and work in Burlington, and that if the status quo remains, people like him will not be able to stick around.
- Carlos Esquivel spoke in support of the Neighborhood Code ordinance without amendments, saying that the City should not put limits on development, given its housing crisis.
- Sandy Wynne said that the Neighborhood Code ordinance should be passed correctly so that everyone benefits from it. She said that changing one area with small lots close to UVM from RL to RM but leaving larger lots in areas for RL seems like inequality and discrimination. She asked whether the City has sufficient infrastructure to handle the increased housing that is needed, and sufficient resources to enforce and oversee increased rental units, to ensure that they are safe, as well as fire and rescue capacity. She said that the process should be slowed down and carefully thought through to ensure that there are no unintended consequences.
- Richard Hillyard spoke about the Neighborhood Code, the proposed UVM MOU, and the UVMMC MOU. He asked that the Council defer its final decision on all of these until the new administration comes online. He said that all three of these items affect Ward 1 disproportionately. He said that the UVM MOU is too short and unenforceable, and that both the UVM and UVMMC MOUs should dovetail with the Neighborhood Code, and not negatively impact them disproportionately.
- Kathleen Donohue spoke as a Ward 1 resident and raised concerns about how the Neighborhood Code ordinance was crafted and how hastily it's been decided. She urged the Council to slow it down to address long-term concerns (such as parking, green space and effects on stormwater runoff, student rental pressure, and equity).
- Lena Greenberg said that Burlington is already losing residents, given the high cost of property taxes and the lack of places to live. She said that the City needs to make younger generations welcome. She said that crises like affordability, public safety, and the drug crisis are all intertwined with the severe lack of housing, and that this ends up manifesting in situations like what is happening currently at Decker Towers. She said that the Neighborhood Code needs RM as its baseline and that the City needs real climate policy if it wants to retain its population.
- Chris Gish spoke in support of the Neighborhood Code and the higher increase in payments in lieu of fulfilling its inclusionary zoning requirements. He said that these are steps in the right direction to make it easier to have more affordable housing. He additionally spoke about the climate policy review resolution, urging the Council to vote against it, given that it is not climate policy, but represents a delay in implementing anything meaningful. He said that BED has zero credibility to lead any kind of review.
- Claire Bradley urged the Council to vote against the climate policy review, saying that there is nothing that could be brought forth in a report that is not already known, and that Burlington needs more urgent and strident climate action.
- Gordon Dagoon spoke in favor of keeping the Neighborhood Code in its current form or expanding it. He said that in order to be most climate and wildlife-friendly, the City should continue to handle the burden of density and not allow outward sprawl, which will only

negatively impact wildlife corridors. He spoke about the climate benefits of increased density, such as more energy-efficient units and more walkable neighborhoods.

- Kyle Blake spoke as the President of the Burlington Firefighter's Association. He spoke about Decker Towers, echoing the concerns that were brought forward by the community and residents, saying that crime in Decker Towers is starting to affect the Fire Department's ability to provide emergency medical and fire services to that building. He spoke of several specific incidents.
- Caryn Long asked about item 9.9, which is an agreement for subsidized parking, which seems to run counter to many of the City's statements about not needing parking.

Burlington residents (via Zoom)

- Romeo von Hermann expressed support for the working session related to Decker Towers, saying that while it is crucial, the City should also take a keen interest in other locations in the City, such as the Downtown Transit Center, where similar problems persist.
- Sharon Bushor spoke about the Memorial Block, saying that it should be clarified that the bond that failed in 2021 was not solely related to Memorial Auditorium and that the vote on it was not a referendum on Memorial Auditorium itself, and that the cost of the ravine sewer is being covered by the Great Streets project, and expressed concern that CityPlace and this project would add housing but that the Fire Station would need to be moved further away from downtown, and asked that that be taken into consideration.
- Jack Hanson said that though the City took a small step to decarbonize its buildings, there is still so much more that the City can be doing. He said that the City can adapt actions from other municipalities, rather than reinvent the wheel. He said that the Council needs to play an active role and stop being conservative on climate action. He said that the City needs to support sustainable, affordable, and accessible modes of transportation, and as such, he supports the Neighborhood Code ordinance.
- Nick Atherton spoke about the apartment building in Ward 6 in which he lives, noting that it was built prior to many of the single family homes in his neighborhood. He said that the City has the ability to build these buildings in a way that works for its neighborhoods. He said that he hopes the Neighborhood Code ordinance passes with amendments to allow for greater density.
- Rye Sherman said that Burlington has the ability to enact positive climate action, but that it has not taken strong enough action or leadership yet. He said that he wants to see real climate action from his elected leaders. He urged the Council to vote against the resolution on climate policy review, as it avoids climate action and uses up valuable time to come up with a study that would likely lead to a weak decarbonization policy. He also urged the City to vote in support of the current Neighborhood Code ordinance, given the grave housing shortage faced by the City. He further urged the City to vote against item 9.9, which would use City money to pay for parking spaces. He said that the City needs less car infrastructure and more investment in biking and public transit.
- Wylie Dolmage spoke in support of the Neighborhood Code, saying that in order to accommodate growth, the City needs to embrace increasing density.
- Amy Malinowski said that keeping a low intensity residential zone serves no purpose for Burlington other than to maintain economic segregation in the City and cater to the preferences of those who already have the most wealth and stable housing. She said that all avenues should be used to increase the production and supply of housing. She asked that the residential low zone be eliminated and that the residential medium be used as the baseline Citywide to more equitably share the burden of new development and simplify the code, she noted that the Neighborhood Code is a first, incremental step and said that the City should also work on larger, more sweeping changes, and finally, she asked the Council to support the resolution to update the inclusionary zoning code.
- Paul Behrman asked the Council to take up the amendments and to refer the Neighborhood Code ordinance back to the committee. He said that the code needs to take into account equity, water quality, and climate change, and he said that the current proposed ordinance does none of these well. He said that much of the proposed ordinance is based on faulty data. He said that the City should step up and demand that UVM house the 5,000 off-campus students who are taking up housing in the City, to free up those units for others to live in.

- Bob Duncan expressed support for the Neighborhood Code as originally written, and also urged the Council to listen to the younger people who are voicing their concerns during public forum and public hearings.

Non-Burlington residents (in person):

- Keren Sita spoke about Black History Month and made comments about one of the mayoral candidates.

Forum closed at 8:46 PM.

5. WORK SESSION: MEMORIAL BLOCK UPDATE **45 MINUTES, FOLLOWING PUBLIC FORUM**

5.1 Work Session: Memorial Block Update **45 minutes, following Public Forum**

Director Pine began by reminding the Council that the City brought to it a resolution seeking approval to engage in a letter of intent back in November of 2023, and that after 4 months of work, they are here to discuss the preliminary step and pre-development agreement for this project. He noted that the pre-development agreement is not a binding document and does not obligate the City to approve a future agreement, but articulates the roles and responsibilities of all parties. He began by describing the contents of Memorial Block, which is comprised of the properties that face Main Street, Memorial Auditorium, a church, the Fletcher Free Library, the Fire Station, a parking lot, and two privately held parcels. He provided a brief history of the Memorial Block (formerly known as the Gateway Block), noting that most recently, there was a successful \$1 million bond in 2022 to stabilize the Memorial Auditorium, that an RFP in 2022 was fielded and a proposal selected for redevelopment through a public/private partnership, but that that ultimately was withdrawn due to financial feasibility reasons, and that in 2023 a letter of intent was signed between the City and Eric Farrell and Joe Larkin for redevelopment.

Assistant Director Dunn spoke in more detail about the project and pre-development agreement. She outlined some of the barriers to previous projects. She said that they are articulating these because the current proposal being brought forward tonight has worked through and addressed those barriers. These barriers include a failed bond vote, the ravine sewer, a lack of control of the private land on the block, the City's inability to finance the 2018 vision due to its limited bonding capacity as a result of the BHS school project, and that the cost of repairing and renovating Memorial Auditorium makes adaptive reuse financially infeasible on its own. She spoke about the key priorities related to the project and public engagement activities around the project to date, and then outlined the pre-development agreement process and the contents of the pre-development agreement. She said that the agreement gives the developer a period of 9 months to conduct due diligence and present it to the City with a proposal, that the agreement represents the City's commitment to allowing the developer to investigate the property and propose a project that is responsive to the City's needs, and that while the City is obligated to act in good faith under this agreement, it isn't obligated to accept the developer's proposal or continue beyond the due diligence phase of the project. She noted that the agreement includes provisions for physical due diligence, programmatic due diligence, and exploration around the feasibility of relocating the City's central Fire Station (which they have heard many comments about during the public engagement and feedback). She noted a 2018 study that determined that a Pine Street location is feasible for relocating the Fire Station, but said that the Fire Department has asked for time to review that study and determine whether that is still appropriate, given the amount of time that has passed since that study was conducted. She further noted additional implementing documents and future agreements that would be needed for this project, as well as future public engagement around shaping the priorities for new civic spaces that would be incorporated into the project, as well as regular updates to the City Council. She outlined a proposed timeline, with an anticipated development agreement in place in 2025 and construction in November 2026.

Consultant Glassberg offered several contextual comments. He noted that this property has been an opportunity and a burden for the City, and that this current opportunity is a low-risk endeavor for the City and would help any redevelopment of this block move forward. He spoke

about the significant public processes over the last 6 years around this block and spoke about the private entities (Mr. Larkin and Mr. Farrell) who would be engaged in the redevelopment of this block.

Mr. Farrell made brief remarks about his interest in this project, noting that this pre-development agreement is currently aspirational and will take a lot of work, but that he thinks it is a good opportunity to create more housing and better the City. Mr. Larkin also spoke briefly, saying that this project will be a challenge but that he is eager to engage in it.

Mr. Blake, President of the Burlington Firefighters Association, spoke about this project's proposed relocation of the Central Fire Station. He said that the Fire Department is currently engaged in re-reviewing the 2018 study about relocation. He also emphasized that the current Central Fire Station is in bad shape and isn't meeting the needs of the employees there. He spoke positively about the level of engagement from CEDO leadership and staff with the Fire Department.

Mayor Weinberger spoke about how this project could differ from past projects. He noted that this project would allow the City to have site control over the entire site, which had been a critical deficiency in past efforts. He said that the current private partners engaged for this project are known entities who have done good work in Burlington and have a good track record. He said that the zoning is much better now than it was at times during the block's long history, and will be much more supportive of investment. He said that the TIF District that is in place is helping address some of the aging infrastructure issues (such as the ravine sewer) that had been barriers to work on this block in the past. He said that this pre-development agreement contains goals that are realistic about the situation and possibilities for the site.

Councilor Bergman requested that his written question's responses are sent to everyone and subject to transparency. He expressed concern about needing to vote on an amended pre-development agreement on March 11, and requested that every effort be made to have an amended version available as soon as possible, or push the vote to allow for Councilors to do diligence.

Councilor Dieng asked when the last RFP closed on this block. Assistant Director Dunn replied that the last RFP closed at the end of 2022 and a proposal was selected early in 2023, but that the bidder withdrew their proposal due to financial infeasibility. Councilor Dieng expressed concern that an LOI was executed without going through the RFP process. Assistant Dunn replied that Mr. Larkin and Mr. Farrell reached out to the City as they had secured site control and asked to work with the City on pursuing a public/private partnership on the site. Councilor Dieng asked why Mr. Farrell and Mr. Larkin did not reply to the RFPs issued for this project in the past. Mr. Farrell replied that it was a matter of timing. Councilor Dieng said that he thinks the City should open an RFP in case this development doesn't go through and keep other options open. Mr. Farrell noted that if the City were to open an RFP process at this time, they would step back.

Councilor Grant spoke about the importance of transparency and accountability, especially around this block. She asked for more details about CEDO's engagement with the Fire Department, which Mr. Blake provided and spoke positively about, and she emphasized that yes, the Central Fire Station is in an aging building that is no longer meeting its needs.

Councilor Carpenter reminded the Council that the City does not control the entirety of the block, and that it must engage in a partnership with the private developers that hold the private parcels on that land, hence why another RFP process was not pursued.

Councilor Hightower spoke about a comment made by Mr. Farrell, that if the City were to pursue an RFP he and Mr. Larkin would step back. Mr. Farrell replied that they are working with the City in good faith and that if the City signaled that they would like to pursue multiple options, they would step back from this project. Councilor Hightower said that this statement worries her and makes the project seem less

transparent, and that they are in a good faith arrangement with the current developer because there are no other interested developers, but there shouldn't be any harm seen in checking one last time if other developers are interested.

6. CLIMATE EMERGENCY REPORTS

6.1 Verbal Reports

None.

7. PUBLIC HEALTH & SAFETY EMERGENCY UPDATES

7.1 Verbal Reports

Mayor Weinberger provided an update on the motel program in the legislature in Montpelier, saying that the Agency of Human Services has advocated for the exit of 500-600 Vermonters on April 1 who remain in the motel program. He said that though there is talk of a shelter plan to house them, he questions whether that plan could come together by April 1st. He said that Burlington has presented an alternative plan that ensures that all of the 89 households who are still in the program in Chittenden County are permanently housed as of July 1 through the use of coordinated entry. He noted that the Senate and House have both included funding in the Budget Adjustment Act to avoid the end of this program on April 1, but that the legislation includes a very low per night cap on the amount of rent the state will pay to continue the program, which could have the back door effect of ending the program anyway.

Councilor Grant noted that the Police Commission is meeting tomorrow night at 6:00 PM, and will include the review of the monthly police report. She spoke about specifics in this report, noting that in 2023 the City hired 15 sworn officers (more than in any other single year since the 1990s), but that it also lost 9 officers. She said that this is a recurring pattern, and speaks to the department's history of not being able to retain officers and that the City is not honestly looking at that problem. She noted that the department is authorized for 87 officers but has budgeted for 77 officers in FY25, given how slowly it has built the department back. She noted that the department has spoke about authorizing 100 officers for FY27, but said that this seems premature, given that it can't even get to what is currently authorized.

8. CONSENT AGENDA

8.1 Motion to adopt the consent agenda (as amended) and take the actions indicated

8.2 Communication: C/T Office, re: Accountability List – waive the reading, accept the communication, and place it on file.

8.3 Communication: C/T Office, re: January 16, 2024 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the February 12, 2024 Regular City Council Meeting.

8.4 Communication: C/T Office, re: January 22, 2024 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the February 12, 2024 Regular City Council Meeting.

8.5 Communication: C/T Office, re: January 29, 2024 Regular City Council Meeting Minutes, Draft – waive the reading, accept the communication, place it on file and adopt the minutes as received at the February 12, 2024 Regular City Council Meeting.

8.6 Request for Authorization to Sign a Janitorial Services Contract with Janitech Services, LLC – Airport - approve and authorize the Director of Aviation to execute a contract for janitorial services with Janitech Services, LLC in the amount of \$799,200.00 for the first year, \$823,175.00 for the second year, and \$282,625.00 for the final few months through June 2026, subject to the final review and approval by the office of the City Attorney.

8.7 City Council Initiatives Fund Reimbursement Request: \$6,700.00 –approve and authorize the Chief Administrative Officer to expend \$6,700.00 in Council Initiative Funds for reimbursement to City Councilor Ali Dieng for the events he orchestrated with the New American communities and the Vermont National Guard, as outlined in the attached memo.

8.8 Parking Management Sublease Agreement with Unified Parking Partners – DPW - **now agenda item 9.9**

8.9 Budget Amendment between Penny for Parks Projects – BPRW – approve and authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$80,000 in funds between the Penny for Parks Projects (Calahan Park Court & Stormwater Design to Oakledge Park – Restrooms) as outlined on the Budget Amendment Request form.

8.10 2024 VTRANS Certificate of Highway Mileage – DPW - accept the recorded mileage for the City of Burlington, with the Vermont Agency of Transportation in the 2024 Highway Mileage Certificate, and authorize Chapin Spencer, Director of Public Works, to execute the certificate on behalf of City Council.

8.11 Conservation Legacy Fund Grant Awards – DPI - approve disbursement of \$152,060 in Conservation Legacy Fund monies via grant awards to Vermont Youth Conservation Corps (\$48,500), Vermont Garden Network (\$48,560), and Burlington Wildways (\$55,000) as recommended by the Conservation Board and Parks Commission.

8.12 Communication: Caryn Long, re: Neighborhood Code and more – waive the reading and place the communication on file.

8.13 Communication: Jonathan Chapple-Sokol, re: On the Neighborhood Code and Ward 1 – waive the reading and place the communication on file.

8.14 Communication: Sharon Bushor, re: Neighborhood Code - waive the reading and place the communication on file.

8.15 Communication: Ashton MacKenzie, re: Support for the Neighborhood Code - waive the reading and place the communication on file.

8.16 FIO Documents – for information only.

8.17 Ordinance: Solid Waste Generation Tax Updates (Department of Public Works) – suspend the rules, adopt the amendment to Chapter 14 of the Burlington Code of Ordinances as detailed in the attached ordinance form, and place the amendment in all stages of passage.

8.18 Communication: CAO Katherine Schad, re: Creation of Mayor Transition Fund – waive the reading, accept the communication and place it on file.

8.19 Communication: Jackie Mattaliano, re: Supporting the Neighborhood Code as it is Written - waive the reading and place the communication on file.

8.20 Communication: Mary Gillies, re: public comment for 2/26/2024 council meeting - waive the reading and place the communication on file.

8.21 Communication: Solveig Overby, re: 2/26 CC Agenda Item 5. Gateway Block RFP – No RFP; no 50 year ground lease commitment from Eric Farrell and Joe Larkin - waive the reading and place the communication on file.

8.22 Communication: Solveig Overby, re: 2/26 City Council – Agenda Item 9.7 – Burlington FY23 Audit Management Letter missing 2nd Recommendation from FY22 Management Letter - waive the reading and place the communication on file.

8.23 Communication: Grace Palmer, re: Please support Neighborhood Code - waive the reading and place the communication on file.

8.24 Communication: Benjamin Cooley, re: Support for Neighborhood Code - waive the reading and place the communication on file.

8.25 Communication: Todd DeLuca, re: Neighborhood Code and Inclusionary Zoning public comment - waive the reading and place the communication on file.

8.26 Communication: Caryn Long, re: 11 Weston Street - waive the reading and place the communication on file.

8.27 Communication: Taylor Adams, re: Neighborhood Code Comment - waive the reading and place the communication on file.

8.28 Communication: Sequola Young, re: Neighborhood Code - waive the reading and place the communication on file.

8.29 Communication: Paul Bierman, re: Neighborhood Code: Update for Monday's Council Meeting - waive the reading and place the communication on file.

8.30 Communication: Nicholas Persampieri, re: City Council Meeting 2/26/24: Agenda Items 9.2 & 9.3 (Neighborhood Code) and 9.4 (Climate Policy Review) - waive the reading and place the communication on file.

8.31 Communication: Rose Dumas, re: Vote for the Neighborhood Code - waive the reading and place the communication on file.

8.32 Communication: Evan Gould, re: Parking Management Sublease Agreement with Unified Parking Partners - waive the reading and place the communication on file.

- 8.33 Communication: Peter Wyman, re: Neighborhood Code - waive the reading and place the communication on file.
- 8.34 Communication: Julia Randall, re: Comment on Wildlife Corridors & Neighborhood Code - waive the reading and place the communication on file.
- 8.35 Communication: Jak Tiano, re: Neighborhood Code and the Housing Crisis - waive the reading and place the communication on file.
- 8.36 Communication: Jak Tiano, re: Inclusionary Zoning Resolution - waive the reading and place the communication on file.

MOTION by Councilor Magee, SECOND by Councilor King, to adopt the consent agenda as amended and take the actions indicated for items 8.1-8.36.

VOTING: unanimous; motion carries.

MOTION by Councilor Magee, SECOND by Councilor Carpenter, to suspend the rules and complete the deliberative agenda, and to postpone items 9.4, 9.5, 9.6, and 9.8 to the March 11, 2024 City Council meeting.

VOTING: unanimous; motion carries.

9. DELIBERATIVE AGENDA

9.1 March 5, 2024 Annual City Election Public Information Hearing
City Council President Paul opened the public hearing.
There was no public comment.

City Council President Paul closed the public hearing.

9.2 Public Hearing Regarding ZA-24-02 Neighborhood Code
City Council President Paul opened the public hearing.

COMMENTS:

- Colin Larson said that he supports the Neighborhood Code ordinance and said that he would like to see RM as the floor for the code. He spoke about previous downzoning of the City and that it has taken 30 years to rectify this. He said that the City should not weaken the code or pass the two amendments that have been proposed. He said that targeting an exemption to a specific neighborhood does not make sense.
- Marek Broderick urged the Council not to add regressive amendments to the Neighborhood Code ordinance. He said that the currently proposed Neighborhood Code does not go far enough and asked that it be further amended to require residential medium (RM) as the baseline Citywide, to increase further development and be equitable. He said that the Council should not ignore the urgency or severity of the current housing crisis.
- Tim Stevens spoke in favor of the Neighborhood Code ordinance without weakening it further, saying that the City needs to address the lack of housing and increased demand. He said that this code promotes dense, walkable environments that is better for the environment and more family-friendly. He said that supporting a watered-down Neighborhood Code will not help this.
- Dan Castrigano urged the City to support the Neighborhood Code ordinance without additional weakening amendments, and that RM should be the floor for density. He said that the best thing the City can do is to upzone, which will increase density, create more multi-use space, and help cut emissions to meet the City's net zero energy goals.

- Caryn Long said that the Neighborhood Code process has gone too quickly. She expressed concern about how some of this will affect Ward 1. She expressed concern about some of the mapping associated with the project, and asked that it be corrected. She said that the MOU with UVM is one of the biggest problems in the City related to housing, given that students are taking housing in Ward 1, Ward 8, Ward 6, and Ward 3. She noted that when Portland, Oregon upzoned several years ago, they did it incrementally.
- Michael Long said that density done well is what makes cities successful, but that the current Neighborhood Code as written does not do that. He said that it needs work for many reasons, including the fact that the entire PUD process was ignored. He said that the 20-acre minimum in RL for PUDs is very inequitable, compared to the minimums for other zones. He said that 8-10 structures on any lot is too extreme. He said that it doesn't deal with stormwater impacts, wastewater impacts, the vulnerability of the wards proximal to campus has been ignored, that there are equity ramifications, and he noted the fact that the maps and plans are inaccurate and deceptive.
- Ann Vivian said she supports the need for more housing in Burlington, but that severe burden has been put on her neighborhood and expressed concern about how significant the upzoning is in certain neighborhoods. She also asked that the City correct the maps and data with which they are working, saying that it is inaccurate.
- Cathy Olwell said that she supports increased density to increase housing in the City. She noted that the Neighborhood Code says nothing about affordability and expressed grave concerns about this lack. She expressed concern that the Neighborhood Code will result in more very expensive housing. She said that using RM as the floor for density requirements would be more equitable.
- Ryan Frink expressed support for passing the Neighborhood Code ordinance without further amendments, as it is the bare minimum that should be done. He urged that after passage, the code be further updated to make RM the floor for density in the City.
- Solveig Overby said that the Neighborhood Code should be delayed until the MOU with UVM is executed, as well as until the state auditor releases a report on the impact of UVM students on housing pressures in Burlington. She said that without these, it is difficult to make informed decisions related to the Neighborhood Code. She also asked whether developers even want to build the kinds of units being proposed through the Neighborhood Code. She further said that she is worried that the City will make affordability worse by making these properties more attractive to investors.
- Trey Cook expressed support for the Neighborhood Code as written, to make it easier to upzone and support more Burlingtonians.
- Liam Murphy encouraged the City to pass the Neighborhood Code ordinance, and to then have the Planning Commission examine how this ordinance is administered, since it was written in a complicated way and it could discourage development.
- Sharon Bushor expressed support for the Neighborhood Code's features such as RL and RM, as well as having duplexes and 2 structures on a property. She expressed concern with the number of units that are allowed in RL and RM in totality, saying that those numbers are too high. She said that there is value in knowing what this could look like. She said that affordability needs to be part of this plan, and that if it is not, it will not meet the needs of the people in the City.
- Jak Tiano said that the only way to get at affordability is to increase the vacancy rate.
- Paul Bierman said that the Council should take more time to think through the Neighborhood Code proposal, given the breadth of perspectives heard tonight from across the City.

City Council President Paul closed the public hearing.

9.3 Ordinance: Comprehensive Development Ordinance ZA-24-02 Neighborhood Code, Part 1

MOTION by Councilor Traverse, SECOND by Councilor Hightower, to waive the reading, approve the technical amendments proposed by the Office of City Planning, and warn for a public hearing for March 25, 2024.

DISCUSSION:

- Director Tuttle spoke about actions taken since the last City Council meeting discussion about the Neighborhood Code. She specifically noted that a Q&A document was posted on the Department's website, that there was a E Ward 1 NPA meeting on February 14 that discussed the Neighborhood Code, and that there was a Community Q&A Session on February 20th. She spoke about common questions related to the code, noting that the most frequent were related to building size and the number of units, and that those requirements could be more nuanced. She also noted a theme around the proposed changes to lot coverage, how it relates to stormwater management, and concerns about the proposal being too aggressive. She noted that there were many comments and questions focused on the Old North End East/North Hill area of Ward 1.
- Director Tuttle then spoke briefly about the proposed technical amendments from staff. These include making the depth of the property where the residential corridor is be consistent with the Multi-modal Mixed-used Parking District, as well as fixing incorrect internal cross-references.
- Councilor Traverse said that he moved to have a public hearing about this ordinance on March 25 because he does not think the underlying ordinance has enough support from the Council to pass currently. He asked whether separate amendments should also be warned for the March 25 meeting. Attorney Sturtevant replied that this is possible.
- Councilor Traverse asked when the first public engagement meetings related to Neighborhood Code occurred, and Director Tuttle replied that initial engagement sessions were held in 2022 and more in-depth engagement and input gathering occurred with the public in the summer of 2023. She said that they also attended meetings at all NPAs to present on the Neighborhood Code proposals. Councilor Traverse said that he is a strong supporter of the version of the ordinance that came out of the joint committee and would support proceeding with that version.
- Councilor Hightower said that one way of incentivizing more homeownership is to incentivize more four-unit condo buildings rather than six-unit condo buildings (which are more expensive to build). She also talked about ensuring that there is a wildlife corridor on Colchester Avenue. She further noted that RL did not get the up-zoning that it should have gotten, and it should have gotten a higher percentage increase than RM.
- Councilor Hightower made a friendly amendment to waive the reading and add four amendments to Councilor Traverse's original motion, which will be included in the public hearing on March 25, 2024. These amendments include changing the zoning on Colchester Avenue to accommodate the wildlife corridors, reduce the maximum number of units in RM neighborhoods from 6 to 4, reducing RM lot coverage from 60% to 55%, and reclassifying the North Hill section from RM to RL.
- Director Tuttle spoke about the wildlife activity on Colchester Avenue and that this was flagged by the Conservation Board. She noted that they will be receiving more updated wildlife corridor data and proposing more targeted solutions for wildlife considerations within the City's process on neighborhood level plans on North Avenue and updating the City's Open Space Plan.
- Mayor Weinberger expressed support for the Council taking this action tonight, saying that this direction will address so many of the City's pressing issues, including workforce challenges, climate, and housing.

VOTING: unanimous; motion carries.

9.4 Resolution: Climate Policy Review and Next Steps for Existing Commercial and Industrial Buildings Less Than 50,000 Square Feet (Councilors Traverse, Barlow)

This item was postponed to the March 11, 2024 City Council Meeting.

9.5 Resolution: Urging Vermont State Officials to Work with the USDA through 2024 to Ensure Reporting and other Capabilities for Compliance and Summer Grocery Benefits Program Eligibility in 2025 (Councilors Carpenter, Bergman, Shannon, Grant, Paul, Magee, King, Traverse)

This item was postponed to the March 11, 2024 City Council Meeting.

9.6 City of Burlington, VT 2021-2023 Dog Task Force Report

This item was postponed to the March 11, 2024 City Council Meeting.

9.7 Resolution: Acceptance and Approval of the FY 2023 Audit (Board of Finance)

MOTION by Councilor Barlow, SECOND by Councilor Magee, to waive the reading and adopt the resolution.

VOTING: unanimous; motion carries.

9.8 Resolution: Updating Inclusionary Zoning Payment In Lieu (Councilors Hightower, Bergman, Magee, Dieng)

This item was postponed to the March 11, 2024 City Council Meeting.

9.9 Parking Management Sublease Agreement with Unified Parking Partners – DPW ****WAS AGENDA ITEM 8.8****

Councilor Magee said that he received an email from a constituent expressing concern about the climate implications of the City allocating additional resources to parking for single-occupancy vehicles, and said he would like to discuss the need to enter into this agreement and the current utilization of parking structures that exist in the City and why the City needs to rent these additional 85 spaces.

Senior City Engineer Wheelock said that back in 2016, when the Main Street Great Streets project began as a concept, the change in parking was a much larger conversation than it has been in the recent project, though it's still a prominent topic and is about being able to provide proximate parking for people who are mobility challenged or need parking at a reasonable distance. She said that the project has ensured that there is parking on both sides of the corridor, but that there still remain challenges for parking during construction, during which entire blocks of parking will be removed for long periods of time. She said that the parking in this agreement is in lieu of the parking that would otherwise be available on the street during non-construction times.

MOTION by Councilor Magee, SECOND by Councilor Doherty, to authorize the Director of Public Works to execute Attachment A – Parking Management Sublease Agreement with Unified Parking Partners and Courthouse Plaza, in an amount not to exceed \$142,715 per year.

DISCUSSION:

- Councilor Grant said that while she agrees to providing access to lots, she does not believe the City should be subsidizing it.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – nay, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – aye, Councilor Traverse – aye, City Council President Paul – aye (11 ayes, 1 nay); motion carries.

10. COMMITTEE REPORTS

10.1. Verbal reports

None.

11. CITY COUNCIL – GENERAL AFFAIRS

11.1. Verbal reports

None.

12. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

12.1. Verbal reports

None.

13. MAYOR – GENERAL AFFAIRS

13.1. Verbal reports

None.

14. ADJOURNMENT

14.1 Motion to Adjourn

MOTION by Councilor Barlow, SECOND by Councilor Magee, to adjourn the meeting.

VOTING: unanimous; motion carries.

The meeting adjourned at 11:57 PM.

RScty: AACoonradt

**BURLINGTON BOARD OF ABATEMENT OF TAXES
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 26, 2024
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng (via Zoom)
Sarah E Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Gene Bergman (via Zoom)
Ben Traverse
Tim Doherty
Melo Grant
Hannah King
Miro Weinberger
Joe Turner

OTHERS PRESENT:

Katherine Schad
Jordan Redell
Jared Pellerin
Lori Olberg
Hayley McClenahan

1. CALL TO ORDER AND AGENDA

Mayor Weinberger called the meeting to order at 10:05 PM.

MOTION by Councilor Bergman, SECOND by Councilor traverse to adopt the agenda.

VOTING: unanimous; motion carries.

2. CONSENT AGENDA

2.1 Motion to adopt the consent agenda and take the actions as indicated

2.2 Communication: C/T Office, re: Full Board of Abatement of Taxes Notice – waive the reading, accept the communication, and place it on file.

MOTION by Councilor Bergman, SECOND by Councilor Doherty, to adopt the consent agenda and take the actions as indicated for items 2.1-2.2.

VOTING: unanimous; motion carries.

3. DELIBERATIVE AGENDA

3.1 Request for Abatement of Taxes: Vermont House Condo Association, 120 King Street, 049-3-042-000

MOTION by Councilor Bergman, SECOND by Councilor Doherty, that the full board moves to deny abatement request of penalties and interest in the amount of \$1,373.12 and adopt the findings and reasons for this recommendation.

DISCUSSION:

- Councilor Bergman noted that these two items were heard by the Board of Tax Abatement and that they were split decisions.
- Assistant City Attorney McClenahan said that there was a 2-1 split with Councilor Shannon dissenting, and that there was extensive discussion at the subcommittee level about both of these decisions.
- Councilor Shannon noted that this occurred during Covid and that the taxpayer said that they never received the notice about this and that it was 3 years before a second notice was sent (during which time the taxpayer was making all of their payments, and that they didn't realize that none of these payments were applied to this missed payment).
- Councilor Doherty noted that the notice was sent to the correct address.
- City Assessor Turner said that the notice was not returned (implying that it got where it was intended to go), and that the City is not required to certify these things, and that there is the responsibility on the part of the taxpayer to pay their taxes.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – aye, Councilor Hightower – nay, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – nay, Councilor Traverse – aye, City Council President Paul – aye, Mayor Weinberger – aye, City Assessor Turner – recused (11 ayes, 2 nays, 1 recusal); motion carries.

3.2 Request for Abatement of Taxes: Vermont House Condo Association, 131 Main Street, 049-3-095-007

MOTION by Councilor Bergman, SECOND by Councilor Doherty, that the full board moves to deny abatement request of penalties and interest in the amount of \$257.20 and adopt the findings and reasons for this recommendation.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – aye, Councilor Hightower – nay, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – nay, Councilor Traverse – aye, City Council President Paul – aye, Mayor Weinberger – aye, City Assessor Turner – recused (11 ayes, 2 nays, 1 recusal); motion carries.

4. ADJOURNMENT

3.01 Motion to adjourn

The meeting adjourned without objection at 10:24 PM.

**BURLINGTON BOARD OF CIVIL AUTHORITY
CONTOIS AUDITORIUM, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 26, 2024
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng (via Zoom)
Zoraya Hightower
Sarah E Carpenter
Mark Barlow
Joe Magee
Ben Traverse
Gene Bergman (via Zoom)
Tim Doherty
Melo Grant
Hannah King
Miro Weinberger

OTHERS PRESENT:

Jared Pellerin
Katherine Schad
Jordan Redell
Lori Olberg

1. CALL TO ORDER and AGENDA

Mayor Weinberger called the meeting to order at 10:04 PM.

1.1 Motion to amend/adopt agenda

MOTION by City Council President Paul, SECOND by Councilor Magee, to adopt the agenda.

VOTING: unanimous; motion carries.

2. CONSENT AGENDA

2.1 Motion to adopt the consent agenda and take the actions indicated

2.2 Resolution: Appointment of Assistant Election Officials for March 5, 2024 Annual City Election (President Paul) – waive the reading and adopt the resolution.

MOTION by City Council President Paul, SECOND by Councilor Magee, to adopt the consent agenda and take the actions indicated for items 2.1-2.2.

VOTING: unanimous; motion carries.

3.0 ADJOURNMENT

3.1 Motion to Adjourn

The meeting was adjourned without objection at 10:05 PM.



Date: April 9, 2024 and April 15, 2024

To: Board of Finance and City Council

From: Katherine Schad, Chief Administrative Officer

CC: Mayor Emma Mulvalney-Stanak

Memo: Budget Neutral Amendment making adjustments based on recent budget to actual

Summary: On March 18, the CT office presented this [budget to actual report](#) to the Board of Finance reporting on how the general fund is performing year to date against budget. The report identified several revenue areas that are not expected to meet budget as well as commensurate expenses that are expected to come in under budget. To ensure that the City stays on budget and to follow the best practices recommended by our auditor, the CT Office seeks to make some of the budget amendments mentioned in the memo.

Specifics:

This budget amendment will reduce revenues budgeted in the Clerk Treasurer's Office by \$700K, specifically:

- (\$500K) of miscellaneous revenue – this item has been carried over in budget for a few years; however, it has never been realized and, we do not have a plan to realize it so we are taking it out of the FY24 budget, and it will not be in the FY25 budget.
- (\$200K) of purchasing savings – this item was first introduced several years ago but efficiencies are realized on the expense side and yet this has mistakenly r been carried over in the budget for many years. As the City is not able to realize this on the revenue side we are taking it out of the FY24 budget, and it will not be in the FY25 budget.

To make this a budget neutral amendment, the City will reduce these expenses:

- (\$100K) of CT salaries & benefits – the City expects additional savings here as CT had higher than anticipated staff turnover and chose not to fill positions that were originally included in the budget.
- (\$200K) of REIB salaries & benefits – FY24 budget contained salary and benefits for nine full-time staff, but actual staffing has been consistently lower.
- (\$150K) of City Attorney salaries & benefits – FY24 budget contained salary and benefits for nine full-time staff (including six attorneys), but actual staffing has been consistently lower.
- (\$200K) of City Attorney consultants – FY24 budget contained \$470,000 for outside consulting, a sharp increase over previous years to compensate for a lack of a City Attorney, which based on FY24 actuals has proven unnecessary.

- (\$50K) of Assessor salaries & benefits – We expect additional savings because the department has had higher than anticipated staff turnover.

Board of Finance Motion

To approve and recommend that the City Council approve and authorize the City's Chief Administrative Officer or their designee, to execute a budget amendment to reduce the CT budget by \$700,000 and to reduce expenses by a total of \$700,000 in the CT, REIB, CA, and Assessor departments, per the attached form.

City Council Motion

To approve and authorize the City's Chief Administrative Officer or their designee, to execute a budget amendment to reduce the CT budget by \$700,000, and to reduce expenses by a total of \$700,000 in the CT, REIB, CA, and Assessor departments, per the attached form.

Department: CT Requested by: Katherine Schad Date: 3/27/2024

Briefly explain the reason for the amendment:

to correct the FY24 budget based on our budget to actuals report

_____ (under 10k)

Dept. Head Approval

(10k to 24,999)

Chief Administrative Officer _____ Date _____

_____ (25K - 50K)

Mayor	Date
-------	------

BUDGET AMENDMENT DETAILS

[illegible]

MEMO

Date: April 9, 2024

To: Board of Finance and City Council

From: Erin Moreau, Waterfront Superintendent & Harbormaster;
Cindi Wight, Director, Department of Parks, Recreation & Waterfront

Re: Waterfront Overnight Security Contract

I. Purpose

This memo seeks approval of a six-month contract with Green Mountain Concert Services (GMCS) to provide overnight waterfront security at our municipal marinas and campground.

II. Background

BPRW seeks to contract with GMCS from May 15, 2024, until October 15, 2024, to provide overnight security at North Beach Campground, Perkins Pier Marina, and the Community Boathouse following a competitive Request for Proposals (RFP) process. This will be the second year using GMCS as our overnight security provider. The first year went very well, and we hope to expand on that going forward. Security at both locations answer our overnight phones. The North Beach security patrols the beaches, campground and assists campers to their sites at night. The Boathouse security guard patrols a large area around the docks and boathouse.

III. Process

On February 09, 2024, BPRW issued an RFP for overnight waterfront security services using public advertising on the BPRW website, the City's website for active RFPs, and through BPRW's social media outlets. Bids were due to BPRW by March 01, 2024.

One bid was received and evaluated by a team of BPRW staff. Green Mountain Concert Services (GMCS) proposal was complete and, as the only one received, accepted. The review committee found the bid to be competitively priced.

IV. Compensation to the Vendor & Terms of Lease Agreement

The City will compensate GMCS for their security services for the duration of our operating season (May 15-October 15), not to exceed a total of \$138,000. Funding comes from both the North Beach and Marina Budgets for both FY24 & FY25.

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the contract with Green Mountain Concert Services to provide waterfront overnight security services for a total contract amount not to exceed \$138,000 and to authorize Cindi Wight, BPRW Director to execute the contract and any related documents, subject to review by the City Attorney's Office.



City Council Motion:

To approve and authorize the contract with Green Mountain Concert Services to provide waterfront overnight security services for a total contract value not to exceed \$138,000 and to authorize Cindi Wight, BPRW Director, to execute the contract and any related documents, subject to review by the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Alec Kaeding

Title/Subject: Waterfront Security Contract

	Approval:	Meeting Date:
☒	Board of Finance	4/9/2024
☒	City Council	4/15/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/20/2024	Cindi Wight
Mayor's Office informed and approved memo	Yes	Click or tap to enter a date.	Katherine Schad
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	No		Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/1/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	4/3/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	
Contract Attached, if applicable?	No	
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	No	Attached to the Memo
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

MEMO

Date: April 9, 2024

To: Board of Finance and City Council

From: Cindi Wight, Director, Parks, Recreation & Waterfront

CC: Erin Moreau, Waterfront Superintendent and Rob Peterson, Marina Manager

Re: Lease for the Spirit of Ethan Allen

I. Purpose

This memo seeks approval to execute all necessary lease agreements related to the lease for Green Mountain Boat Lines, more commonly known as the Spirit of Ethan Allen (SOEA).

II. Background

The Spirit of Ethan Allen has operated in Burlington Harbor since 1984, and in 2023, the City received \$131,791 for the lease. Approximately 68,000 visitors ride the Spirit each year, contributing not only to the marina's revenue but also to parking revenue and supporting the Burlington economy as the SOEA is a regular stop for tour buses from throughout New England.

III. Process

The City has had a lease with the SOEA since 1984, with the last iteration signed in 2019 with an amendment in 2021. The new lease is for five years.

We began negotiations with Mike Shea, the owner of the Spirit of Ethan Allen, to continue the successful partnership and negotiated the following changes to the previous lease:

1. Raised the minimum annual payment from \$95,000 to \$114,000
2. Added an automatic 5% annual increase to the annual minimum payment
3. Shifted the cost of compost collection from the City to the Spirit of Ethan Allen
4. More clearly defined the additional benefits to the City including free trips for our youth programs and seniors.
5. After numerous complaints from boaters we limited the number of extended evening trips in June, July and August starting in 2025 and are working with SOEA to reduce noise levels overall including in the morning with an Agreement to provide a noise reduction plan by December 31, 2024

The new agreement, (a five-year lease), allows the SOEA to start operations as early as April 15th and, with permission, earlier. The SOEA will provide a special Eclipse cruise in 2024.

IV. Compensation to the City & Terms of Lease Agreement

The City will receive 5.25% of gross revenue with a minimum payment of \$114,000 in 2024, with the minimum payment increasing by 5% annually thereafter to compensate for inflation over time. The minimum payment at the end of the previous lease was \$95,000.



DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the lease of the assigned area as shown in the map in Attachment A to Green Mountain Boat Lines through 12/31/2028, in substantial conformance with the existing lease terms and the updated terms as detailed herein; and, to further authorize Mayor Emma Mulvaney-Stanak to execute the lease agreement and any related documents, subject to review by the City Attorney's Office.

City Council Motion:

To approve and authorize the lease of the assigned area as shown in the map in Attachment A to Green Mountain Boat Lines through 12/31/28 in substantial conformance with the existing lease terms and the updated terms as detailed herein;, and, to further authorize Mayor Emma Mulvaney-Stanak to execute the lease agreement and any related documents, subject to review by the City Attorney's Office.



Attachment A
Map of Leased Area





CONCESSION AND LEASE AGREEMENT
Between
THE CITY OF BURLINGTON
DEPARTMENT OF PARKS, RECREATION & WATERFRONT
And
GREEN MOUNTAIN BOAT LINES, LTD
FOR
OPERATION OF THE SPIRIT OF ETHAN ALLEN III at
THE BURLINGTON BOATHOUSE AND MARINA

THIS Concession and Lease Agreement (hereinafter "Agreement"), made and entered into this day of _____, 2024, by and between the City of Burlington, a municipal corporation of the State of Vermont, (hereinafter the "City"), and Green Mountain Boat Lines, LTD, a Vermont corporation qualified to do business in the State of Vermont, (hereinafter the "Concessionaire").

WITNESSETH:

WHEREAS, City owns and operates the Burlington Community Boathouse (hereinafter the "Boathouse") and Marina, located at the foot of College Street on the shore of Lake Champlain in Burlington, Vermont; and

WHEREAS, Concessionaire is engaged in the commercial boat tour and boat space rental business including the operation of the vessel The Spirit of Ethan Allen III; and

WHEREAS, Concessionaire wishes to conduct Spirit of Ethan Allen III tour and rental operations out of a berth located at the Boathouse pursuant to an Agreement with the City containing mutually satisfactory terms and conditions; and

WHEREAS Concessionaire has previously conducted such operations from the Boathouse and Marina; and

WHEREAS, both parties agree that the terms and conditions contained herein shall serve to replace all other pre-existing concession agreements between the parties for such operations at the site.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, the City and Concessionaire hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:



1. DEFINITIONS

1.1 The "Boathouse" shall mean the City of Burlington's Community Boathouse, the land area associated therewith and any connected or associated buildings or facilities now or hereafter constructed or acquired. Additionally, the Boathouse shall encompass the Marina facilities including the pier and any docks owned by the City.

1.2 The "Burlington City Council" shall mean the body having the exclusive general management and control of the Boathouse, subject to any limitations or restrictions contained in its ordinances, resolutions and orders. Where this Agreement speaks of approval and consent by the City, such approval is understood to be manifested by act of the City Council.

1.3 "City of Burlington" and "City" shall include such public officials and public bodies as may, by operation of law, succeed to any or all of the rights, powers or duties which lawfully reside in the City Council of Burlington. For purposes of this Agreement, the City will be acting by and through the Burlington Parks, Recreation, and Waterfront Department, except for where the City is specifically referred to in the Agreement.

1.4 "Department" shall mean the Burlington Parks, Recreation, and Waterfront Department.

1.5 "Assigned Area" is the area(s) of the Boathouse and Marina designated by this Agreement as specified on Exhibit " A " attached hereto and made a part hereof as to the place or places where the business of Concessionaire may be conducted. If the Concessionaire wishes to conduct business outside of the "Assigned Area", Department permission is required.

2. TERM

2.1 This Agreement is binding upon execution by the parties hereto. The term and fees hereunder shall be for a period of five years commencing on the 1st day of January 2024. This Agreement shall terminate as of midnight on December 31, 2028.

3. GRANT OF LEASE FOR CONCESSION

3.1 Lease. The City hereby leases the Assigned Area to the Concessionaire year-round, subject to the terms and conditions of this Agreement, with the privilege and obligation to provide passenger tours on the 363-passenger Spirit of Ethan Allen III tour boat. It is understood that said vessel is 120 feet long on its deck, has a 32 foot beam, a 6 foot draft and is 96 tons gross. If a new or different vessel is to be docked at this location, it must be approved in advance of purchase by the Director and Harbormaster. The



Concessionaire is permitted to operate business within the current land structure that houses their ticket sales and small storage area on the deck area adjacent to their boat slip. The location of this is identified in Exhibit A, map of the Assigned Area.

3.2 Permitted uses. The privilege granted herein is for the operation of guided tours and food and beverage operations. Tour, music, concert and promotional event schedules shall be coordinated and approved in advance by the Department.

3.3 Signs. Concessionaire has the right to install and maintain appropriate signs advertising the concession on the Boathouse property provided that the design, installation and maintenance of such signs shall be consistent with the graphic standards of the City and that the Department grants written site and design approval prior to installation. The location and amount of signage must be pre-approved by the Director and Harbormaster.

3.4 Utilities. Concessionaire is responsible for one hundred percent of actual utility costs including but not limited to water, wastewater, storm water, and electric charges. Concessionaire shall have necessary equipment so as to prevent disruption to the City's municipal services such as grease traps and pumping facilities. The City shall make every effort to install the water meter which supplies the Concessionaire's vessel with potable water by April 15th each year of this contract, however, weather and other conditions outside of the City's control may prohibit this from occurring by this date. The City shall communicate with the Concessionaire should a delay to the annual water meter installation occur and shall make every effort possible to install the water meter in a timely manner.

3.5 Food Scrap Disposal. Concessionaire is responsible for one hundred percent of actual food scrap disposal costs related to the Concessionaire's operation for the duration of this contract. Concessionaire shall contract with a food scrap hauling service of their choice and remove food scraps at their own cost.

3.6 Passenger Boardings. Concessionaire shall provide an annual report to the City stating the number of monthly passenger boardings of the Concessionaire's vessel so the City can better understand and extrapolate economic and visitor use statistics for future planning efforts, resource justification and facility needs assessments.

4. IMPROVEMENTS BY CITY

4.1 In general. City shall provide unimpeded access to the Assigned Area. The City makes no representation or warranty with respect to the condition of the Assigned Area or its fitness for any



particular use and the City shall not be liable for any latent or patent defect therein. City is not responsible for weather events or natural disasters that impede access to the Assigned Area.

4.2 Improvements during term. The City and Concessionaire agree and acknowledge that improvements to the Assigned Area may be undertaken during the term of this Agreement. City will attempt to perform such improvements in a manner so as not to unreasonably interfere with the operations of Concessionaire. As for non-emergency improvements to the Assigned Area, the City will make reasonable efforts to schedule and perform such improvements between Labor Day and Memorial Day. Concessionaire hereby expressly waives any and all claims for damages occasioned by the loss of profits, if any, as a result of the interruption of business of Concessionaire that may arise as a result of such improvements undertaken by City. If as a result of such improvements being undertaken by City, however, Concessionaire is reasonably unable to carry out its business activities at the Boathouse, it may suspend its rental payments to the City upon written notice to the City received no less than 30 days prior to the cessation of rental payments until such time as the business interruption ceases. In such event, at the time that the City has concluded the improvements, the term of this agreement may be extended for a period of time equal to the time that the business was closed due to the City's work in the sole discretion of City.

5. IMPROVEMENTS BY CONCESSIONAIRE

5.1 In general. Concessionaire shall, without cost to the City, provide and maintain the Assigned Area with all improvements necessary for the customary operation of such services in a first-class- tour operation including, but not limited to, the pilings and guidance system. An assessment of the infrastructure that supports the vessel, both water and landside, must be completed by a third party every three years.. The cost of this assessment shall be fully paid by the Concessionaire. The findings must be presented to the City's BPRW Director and Harbormaster within one week of receipt.

Concessionaire shall not seek reimbursement from the Department or the City for any improvements made to the Assigned Area unless otherwise agreed in writing by the Parties and at the sole discretion of City. Any substantial improvements to the Assigned Area shall be subject to City approval. Cost sharing for such improvement is permissible under this Agreement where mutually agreed upon by the parties. The Concessionaire is responsible for the warranty, maintenance, safety and liability of any new structure or equipment. Any expansion of landside or waterside structures shall be pre-approved by the Director and Harbormaster. When the Agreement expires for whatever reason, any fixtures or structures



attached to the Assigned Area by Concessionaire shall be promptly removed by Concessionaire and the Assigned Area restored to its original condition, unless otherwise agreed in writing between the Parties.

When the Agreement expires, regardless of the cause, Concessionaire shall ensure that the Assigned Areas are in a satisfactory condition, taking into account normal wear and tear. The Department will be the sole judge of whether Concessionaire has properly satisfied this term but will make the determination in a reasonable manner.

The City has an interest in both maintaining and improving this facility and enters into this Agreement with an understanding that Concessionaire will continue to make improvements to the facility that are mutually beneficial to the City and Concessionaire. All improvements not to Concessionaire's vessel itself must be approved by the Department prior to any contract or agreement for installation.

Concessionaire shall provide at their own cost a written noise mitigation plan to the City no later than December 31, 2024, which shall include a plan to reduce noise impacts created by the Concessionaire's diesel engines and generators that adversely impact the recreational experience of seasonal and transient boaters on A and B docks at the Community Boathouse Marina. The noise mitigation plan shall include, but not be limited to, options for constructed sound barriers, operational changes to reduce the use of diesel engines and generators, increased use of shore power for operating the vessel in a quieter manner, and other noise mitigation strategies as determined by the Concessionaire to bring the decibel levels into the accepted EPA range of 55 decibels for outdoor locations. Any and all designs shall minimize negative impacts on navigability and aesthetics in the marina. All state, federal and local permits and all costs associated with design, engineering and construction shall be the responsibility of the Concessionaire. Upon pre-approval by the City, the Concessionaire shall implement and complete construction no later than May 15th, 2025.

6. PRIVILEGES, FEES, CHARGES AND ACCOUNTABILITY

6.1 Gross Revenue payment. Concessionaire agrees to pay to the City a 5.25% of gross revenue or a minimum annual rent payment ("base minimum") , whichever is greater. Flat Rate based on the Compensation Chart below:



Compensation Chart

Contract Year	Minimum Rent Payment (5.0% inflationary rate after year one)
Year One	\$114,000
Year Two	\$119,700
Year Three	\$125,685
Year Four	\$131,969
Year Five	\$138,568

As used in this section, “gross revenue” shall mean all charges or other fees charged by Concessionaire and all revenues of every kind and character derived from, arising out of, or payable on account of the business conducted by Concessionaire or from the operations of the Concessionaire under this Agreement whether for cash or credit whether the same shall be paid or unpaid. It shall include the amount of all orders received by Concessionaire for events at the Boathouse, Waterfront Park or any other location. Excluded from “Gross Revenue” are the amounts of any Federal, State or municipal sales taxes or other similar taxes separately stated and collected from customers, whether currently or hereinafter levied or imposed, and bona fide refunds for returned merchandise. Concessionaire may exclude 50% of the costs of credit card discounts from the calculation of its annual “Gross Revenues.” Taxes levied on concession activities, facilities, equipment or real or personal property of Concessionaire shall not be excluded from “Gross Revenue.”

6.3 Other Compensation.

- a) Concessionaire shall provide the City two lunch cruises per year on a mutually agreed scheduled for up to 24 passengers per cruise
- b) Concessionaire shall provide the City two senior 12pm cruises for up to 24 passengers per cruise with pastries and coffee included per year on a mutually agreed scheduled.
- c) Concessionaire shall provide the City four 12pm cruises for the summer program ‘Champ Camp’ with snacks provided by City per year for up to 60 passengers per cruise on a mutually agreed upon schedule during the weeks of June - August.
- d) Concessionaire shall provide the City thirty (30) scenic tickets to be used at the Department’s discretion per year.



6.5 Payment Schedule. Payment schedule each year is as follows.

- a) 1st Payment – July 15 - 25% of base minimum
- b) 2nd Payment – September 15th - 30% of base minimum
- c) 3rd Payment – December 1st - 45% of base minimum or the remainder of the 5.25% of gross, whichever is greater.

6.6 Fees or charges. Fees and charges paid to the City shall not include any taxes, fees or license charges that may be levied, assessed or charged by any governmental entity. Concessionaire agrees to pay such taxes, fees or license charges directly to the appropriate taxing authority.

6.7 Interest. Without waiving any other right available to the City in the event of default in the payment of the amounts due hereunder, in the event that Concessionaire is delinquent for a period of ten (10) days or more in paying to City any fees payable to the City pursuant to this Agreement, Concessionaire shall pay to the City interest thereon at the rate of eighteen (18%) percent per annum from the date such item was due and payable until it is paid.

7. OPERATIONAL STANDARDS

7.1 Dates and hours of operation

From April 1 through October 31 each year, the Concessionaire agrees to operate and conduct its tours on a daily basis. Operation outside of these times may be permissible with prior Department notification and agreement.

Three to four regular narrated scenic tours and dinner cruises shall be conducted daily between the hours of 10am and 10pm.

No cruise shall arrive at the Assigned Area after 10pm without Department permission. Upon arrival back to port anytime past 10pm, all amplified noise shall cease outside of the harbor as to not disturb other boaters, and shore power shall be used for all cleanup purposes to reduce noise. The concessionaire shall comply with the City's noise ordinance which prohibits unreasonable noise at all times, with special emphasis on the hours of 10:00 PM to 7:00 AM.

Starting in 2025, a maximum of one cruise past 10:00pm is allowed per month in June, July and August with no restrictions in April, May, September and October. In all cases, Concessionaire must seek permission a minimum of four weeks in advance.



7.2 Condition of premises. Concessionaire agrees to operate and maintain the Assigned Area in a safe, clean, orderly and inviting condition. Concessionaire shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste in the concession areas or annoy, disturb or be offensive to others in the boarding area, City Marina Docks and other adjacent City facilities, and shall take all reasonable measures, using the latest known and most practicable devices and means, to eliminate any unusual, nauseous or objectionable smoke, gases, vapors, odors, noises, or any vibrations which may tend to damage Premises or cause offense, annoyance or injury to persons in the vicinity.

7.3 Supervision. Concessionaire shall see to it that at all times it is open for the transaction of business; the Assigned Area shall be under the supervision of an active, qualified and competent manager or staff.

7.4 Conduct and dress of employees. The operation of Concessionaire, its employees, invitees, suppliers and contractors shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others. All employees of Concessionaire must conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations and policies of the City. Employees shall dress neatly and their clothing shall identify them as employees of the Concessionaire.

7.5 Service of Alcohol. Concessionaire will secure an exclusive license for alcohol use at the Boat and agrees to be solely responsible for ensuring that all statutes, regulations and licensing conditions regarding the sale, service and use of alcohol are followed and enforced on the Boat premises. Concessionaire will serve alcohol responsibly to ensure patrons departing their vessel are not inebriated and a danger to themselves or others.

8. MAINTENANCE

8.1 General repair

City shall not be required to make repairs or improvements of any kind to the Assigned Area on behalf of Concessionaire if said repairs are the result of any willful, careless or negligent act of Concessionaire, its employees, invitees or others under the control of Concessionaire. Further, City shall not be required to make repairs or improvements of any kind to the Concessionaire's Assigned Area.



The City will make those repairs for which it is responsible as promptly as reasonable under the circumstances and so as not to interfere in the operation of Concessionaire where possible. Concessionaire shall promptly notify City of any necessary repairs for which City may be responsible.

If Concessionaire refuses or neglects to undertake the maintenance, repair or replacements requested by the City, or if the City is required to make any repairs necessitated by the negligent acts or omissions of Concessionaire, its employees, agents, servants or licensees, the City shall have the right to make such repairs on behalf of and for Concessionaire. Such work shall be paid for by Concessionaire within ten (10) days following demand by the City for said payment at the City's standard rates plus any overhead which may be incurred by the City.

8.2 Trash, recycling and composting. The City shall make available an area for the Concessionaire to dispose of trash and recycling materials generated by the operation of their vessel from May 1st to October 31st each year of this contract. Trash generated before May 1st or after October 31st shall be the responsibility of the Concessionaire to dispose of using services outside of the City's trash and recycling contracts. Concessionaire will deposit all such trash and recycling and other refuse in a container or containers provided by the City, unless Concessionaire decided to contract privately with a food scrap vendor (see 3.5). As the refuse area is shared amongst other waterfront users, the Concessionaire agrees to keep the space tidy and place all refuse in the appropriate containers. Concessionaire agrees to provide and use suitable covered receptacles for all trash, recycling, compostables and other refuse in its Assigned Area. Piling of boxes, cartons, barrels or similar items shall not be permitted in a public area. Excessive quantities of food waste or other which requires the City to contract for additional hauling services may result in additional fees charged to the concessionaire. The regular cost of trash and Recycling is included in the base minimum. Refuse area is only to be utilized during the operational season. Only refuse generated from onsite operations is permitted in the waterfront refuse containers. No City provided receptacles shall leave the Waterfront premises to be used off-site.

8.3 Snow removal. The Department will normally perform snow removal duties before 11:00 A.M on days Concessionaire is open for business. On previous notice from the Concessionaire of an early morning event at the Assigned Area, the Department will make reasonable efforts to perform snow removal duties prior to 11:00 a.m.



8.4 Right of access to facility by Concessionaire and limitations. Concessionaire has the right of ingress and egress to and from its Assigned Area over City roadways and common use areas, subject to any rules or regulations which may have been established or shall be established in the future by the City or the Department. Such rights of ingress and egress shall apply to Concessionaire's employees, guests, patrons, invitees, suppliers and other authorized individuals.

The rights of ingress and egress likewise shall apply to the transport of equipment, material, machinery and other property. All deliveries of merchandise, including but not limited to daily newspapers and magazines, shall be made at locations designated by the City.

The south path shall be used by Concessionaire only for loading and unloading of supplies (including food) for the facility. Normal deliveries shall be made prior to 10:00 a.m. No vehicles are permitted on the decking and must remain on the paved access path. No parking of vehicles shall occur on the south path except for temporary loading and unloading as provided above. No staff parking is allowed on the deck or south path in the off season. No parking is allowed in the traffic circle at the bottom of College Street at any time.

From April 15th to October 31st of each year, Concessionaire shall have one dedicated parking spot in the Pease lot and one unassigned parking permit for the Pease Lot on a space available basis. An additional 18 parking passes, valid only at Perkins Pier from April 15th to October 31st, shall be provided to the Concessionaire by the City at no additional cost. If the City expands the wastewater plant into Perkins Pier, the City is not obligated to provide the 18 parking passes to Perkins Pier. Beginning November 1st, Concessionaire shall have access to one assigned parking space in Pease lot and up to three additional unassigned parking spaces in the Pease Lot with an authorized vehicle plate permit, which shall be managed by the Marina Manager.

9. COMPLIANCE

9.1 In general. Concessionaire shall comply with all present and future laws, ordinances, orders, directives, rules and regulations of the United States of America, the State of Vermont, the City of Burlington and their respective agencies, departments, authorities or commissions which may either directly or indirectly affect Concessionaire or its operations at the Assigned Area including but not limited to the Burlington Livable Wage Ordinance if applicable.



9.2 Taxes. Concessionaire shall pay, on or before the due date, all Federal, State and local taxes and fees which are now or may hereafter be levied upon the premises, or upon Concessionaire, or upon the business conducted on the premises, or upon any of Concessionaire's property used in connection therewith, and shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by Concessionaire.

10. INSURANCE AND INDEMNIFICATION

10.1 To the extent permitted by law, Concessionaire covenants and agrees to indemnify, defend, and save harmless the City, its officers, agents and employees, their successors and assigns, individually or collectively from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature including, but not limited to personal injury or death and property damage, in any way arising out of or resulting from any activity or operation of Concessionaire in, on or about the Assigned Area or in connection with the conduct of Concessionaire's business activities pursuant to this Agreement. Concessionaire further agrees to pay all expenses in defending against any claims made against the City in connection with Concessionaire's operations or activities in the Assigned Area. Concessionaire shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect the City.

The Concessionaire shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the City, its agents, officers or employees.

10.2 Concessionaire shall procure and maintain at its own expense during the term of this Agreement and/or until surrender of its Assigned Area comprehensive general liability insurance with insurance carriers with an AM Best Rating of A- or above, qualified to transact business in the State of Vermont, and naming the City as an additional insured, on a primary and non-contributory basis, against all legal liability for injuries to person (including wrongful death) and damages to property, suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount of:

General Liability & Property Damage:

- (a) With respect to all operations performed by the respondent, agents or workers, it is the respondent's responsibility to ensure that general liability insurance coverage provides all major divisions of coverage including, but not limited to:
 - 1. Premises Operations
 - 2. Independent Contractors' Protective
 - 3. Products and Completed Operations
 - 4. Personal Injury Liability



5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

(b) The policy shall be on an occurrence form with limits not less than:

- | | |
|---|-------------|
| 1. General Aggregate: | \$2,000,000 |
| 2. Products-Completed/Operations Aggregate: | \$2,000,000 |
| 3. Personal & Advertising Injury: | \$1,000,000 |
| 4. Each: | \$1,000,000 |
| 5. Fire Damage (any one fire): | \$ 250,000 |
| 6. Med. Expense (any one person): | \$5, 000 |

Automobile liability

1,000,000 liability limit (combined single limit) to include non-owned and hired autos.

Workers Compensation (statutory coverage)

With respect to all operations performed, the Concessionaire shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors and sub-consultants carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

Endorsements for USL&H, Maritime Coverage Endorsement, and Voluntary Compensation Maritime Endorsement required, if applicable to Concessionaire's operation.

Protection and Indemnity Coverage:

With respect to all operations performed, the Concessionaire shall carry protection and indemnity in accordance with the laws of the State of Vermont. Minimum limits of \$5,000,000

Vessel Pollution Liability:

With respect to all operations performed, the Concessionaire shall carry vessel pollution liability in accordance with the laws of the State of Vermont. Minimum limits of \$1,000,000 per claim/vessel

10.3 Concessionaire further agrees that with respect to the above required insurance, the City shall:

- a. Be provided with forty-five (45) days advance notice, in writing, of cancellation or material change.



- b. Be provided with Certificates of Insurance evidencing the above -required insurance, prior to the commencement of this Agreement and annually thereafter. Said notices and Certificates of Insurance shall be provided to the Director. The City shall have the right to examine the required insurance policies upon reasonable notice to Concessionaire.

11. DEFAULT BY CITY

11.1 The following contingencies shall constitute a condition of default by City:

- a. The permanent abandonment of the Assigned Area by City.
- b. The issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Boathouse in such a manner as to substantially restrict Concessionaire from carrying out its activities pursuant to this Agreement and the remaining enforce of such injunction for a period of at least thirty (30) days.
- c. The breach by the City of any of the terms, covenants or conditions of this Agreement to be kept, performed and observed by the City and the failure of the City to remedy such breach for a period of sixty (60) days after written notice from Concessionaire of the existence of such breach has been received by City or, if more than sixty (60) days shall be required because of the nature of such breach, if City shall fail within said sixty (60) day period to commence and thereafter diligently proceed to cure such default.

If termination occurs as a result of the default of the City, Concessionaire shall be entitled to recover its lost net profit reasonably to be anticipated from its operations hereunder.

12. DEFAULT BY CONCESSIONAIRE

12.1 Each of the following shall constitute an event of default by Concessionaire:

- a. A failure by Concessionaire to pay any rent or charges as provided for in this Agreement with such failure continuing for a period of ten (10) days after receipt by Concessionaire of written notice of such failure.
- b. The failure by Concessionaire to perform or observe any of the terms, provisions, conditions or covenants herein contained, and on Concessionaire's part to be performed or in any way observed, if such neglect or failure should continue for a



period of thirty (30) days after receipt by Concessionaire of written notice of such neglect or failure, or if more than thirty (30) days shall be required because of the nature of the default, if Concessionaire shall fail within said thirty (30) day period to commence and thereafter diligently proceed without interruption to cure such default.

- c. If Concessionaire shall fail to take possession of its Assigned Area.
- d. If Concessionaire shall abandon all or any part of its Assigned Area or shall discontinue the conduct of its operations in all or any part of its Assigned Area.
- e. If Concessionaire shall fail to abide by all applicable criminal laws, including statutes, ordinances and rules and regulations of the United States, State of Vermont and the City.

12.2 In the event any condition of default shall occur (notwithstanding any waiver, license or indulgence granted by City with respect to any condition of default in any form or instance) City, then, or at any time thereafter, shall have the right, at its election, either to terminate this Agreement by giving at least five (5) days written notice to Concessionaire at which time Concessionaire will then quit and surrender the Assigned Area to City, but Concessionaire shall remain liable as hereinafter provided, or, to enter upon and take possession of the Assigned Area (or any part thereof in the name of the whole), without demand or notice, and repossess the same as of the City's former estate, expelling Concessionaire and those claiming under Concessionaire, forcibly, if necessary, without prejudice to any remedy for arrears of rent or proceedings for breach of covenant and without any liability to Concessionaire or those claiming under Concessionaire for such repossession.

12.3 City's repossession of the Assigned Area shall not be construed as an election to terminate this Agreement nor shall it cause a forfeiture of rents or other charges remaining to be paid during the balance of the term hereof, unless a written notice of such intention be given to Concessionaire, or unless such termination is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by City because of any default by Concessionaire, City may at any time after such reletting elect to terminate this Agreement for any such default.

12.4 Upon repossession, City shall have the right (whether or not this Agreement shall be terminated) to relet the Assigned Area or any part thereof for such period or periods (which may extend beyond the term of this Agreement) at such rent or rents and upon such other terms and conditions as City



may, in good faith, deem advisable. The City agrees that upon repossession it shall make a good faith effort to relet the concession.

12.5 In the event that City shall relet, then rentals received by City from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Concessionaire to City; second, to the payment of any reasonable cost of such reletting; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by City and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Concessionaire hereunder, then Concessionaire shall pay such deficiency to City. Such deficiency shall be calculated and paid monthly. Concessionaire shall also pay to City, as soon as ascertained, any costs and expenses incurred by City in such reletting not covered by the rentals received from such reletting of the Assigned Area.

12.6 If City shall terminate this Agreement or take possession of the Assigned Area by reason of a condition of default, Concessionaire and those holding under Concessionaire, shall no later than fourteen (14) days following such termination or possession remove its goods and effects from the Assigned Area. If Concessionaire or any such claimant shall fail to effect such removal such property shall become the property of the City without the payment of any amount to Concessionaire therefor.

12.7 If City shall enter into and repossess the Assigned Area for reason of the default of Concessionaire in the performance of any of the terms, covenants or conditions herein contained, then and in that event Concessionaire hereby covenants and agrees that Concessionaire will not claim the right to redeem or reenter the Assigned Area to restore its operations hereunder and Concessionaire hereby waives the right to such redemption and reentrance under any present or future law, and hereby further, for any party claiming through or under Concessionaire, expressly waives its rights, if any, to make payment of any sum or sums of rent, or otherwise, of which Concessionaire shall have made default under any of the covenants of this Agreement and to claim any subrogation of the rights of Concessionaire under these presents, or any of the covenants thereof, by reason of such payment.

12.8 All rights and remedies of City herein created or otherwise existing at law are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.



12.9 If proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgment whereby Concessionaire shall be permitted to retain possession of the Assigned Area, then such proceeding shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof or to this Agreement.

12.10 If the Concessionaire shall fail to make any payment or perform any act required to be made or performed by it hereunder, City, without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make payment or perform such reasonable act on account of and at the expense of the Concessionaire, and may enter upon the Premises or any part thereof at reasonable times for such purpose and take all such action thereon as, in the opinion of City, may be necessary or appropriate therefore. All payments so made by City and all cost and expenses (including, without limitation, attorney's fees and expenses) incurred in connection therewith or in connection with the performance by the City of any such act shall constitute Additional Rent hereunder and the same may, at the option of the City, be added to any rent then due or thereafter falling due hereunder.

13. HOLDING OVER

13.1 It is agreed and understood that any holding over of Concessionaire after the termination of this Agreement shall not renew and extend same but shall operate and be construed as a tenancy from month to month and, unless otherwise agreed in writing, Concessionaire agrees to pay to the City the agreed upon rate during such time. Concessionaire shall be liable to the City for all loss or damage on account of any such holding over against the City's will after the termination of this Agreement, whether such loss or damage may be contemplated at this time or not. It is expressly agreed that acceptance of the foregoing payment by the City in the event that Concessionaire fails or refuses to surrender possession shall not operate to give Concessionaire any right to remain in possession nor shall its constitute a waiver by the City of its right to immediate possession.

14. FIRE AND OTHER DAMAGE

14.1 In the event that structural or permanent portions of the building within the Assigned Area shall be partially damaged by fire or other casualty, Concessionaire shall give immediate notice thereof to the Department and the same shall be repaired at the expense of the City without unreasonable delay unless City determines that (1) the damage is so extensive that repair or rebuilding is not feasible, or (2) the damage resulted from a negligent act or omission of Concessionaire, its officers, agents, employees,



contractors, visitors or licensees in which case there shall be no suspension or termination of this Agreement or of Concessionaire's obligation to pay in full all charges, notwithstanding any other provisions hereunder to the contrary. Concessionaire acknowledges that if it is found that the damage resulted from a negligent act or omission of Concessionaire, its officers, agents, employees, contractors, visitors or licensees the City's insurer may elect to exercise its subrogation rights.

From the date of such casualty until said area is repaired, monthly payments hereunder shall, except as hereinabove provided, abate in such proportion as the part of the area thus destroyed or rendered untenable bears to the areas assigned and the Minimum Annual Guarantee owed by Concessionaire shall be adjusted accordingly.

However, if an area shall be so slightly injured in any such casualty as not to be rendered unfit for occupancy, the rent hereunder shall not cease or be abated during any repair period. In the event that the damage to an area should be so extensive as to render it untenable, the rent for such area shall, except as hereinabove provided, cease until such time it shall again be put in repair, but in the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of the City not to rebuild the same, then, at the option of the City, and upon notice to Concessionaire, this Agreement as it applies to said area shall cease and come to an end, and the rent hereunder shall be apportioned and paid up to date of such damage. If the City elects to rebuild said areas, the City shall notify Concessionaire of such intention within thirty (30) days of the date of the damage, otherwise, the Agreement as it applies to said area shall be deemed canceled and of no further force or effect.

14.2 The City's obligations to rebuild or repair under this Article shall in any event be limited to restoring said area to substantially the condition that existed prior to the commencement of improvements by Concessionaire and shall further be limited to the extent of the insurance proceeds available to City for such restoration. Concessionaire agrees that if the City elects to repair or rebuild as provided in this Article, then Concessionaire will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore its signs and fixtures provided or installed by Concessionaire, in or about the Assigned Area in a manner and to a condition at least equal to that which existed prior to its damage or destruction.

14.3 In the event City elects not to repair or rebuild as provided in this Article, and in the event that the damage or loss is covered by insurance secured by Concessionaire under Article 10, Concessionaire shall immediately pay over to City the portion of the insurance proceeds as described below and this Agreement shall then be terminated. Concessionaire's obligation to remit insurance proceeds to City shall be limited to



the value of the fixtures and equipment owned by the City, except where damages resulted from the act omission or negligence of Concessionaire in which case proceeds will be paid over to City in accordance with provisions of Section 14.1.

16. AMENDMENT

16.1 This Agreement constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

17. RELATIONSHIP OF PARTIES

17.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of City and Concessionaire.

18. NON-DISCRIMINATION

18.1 Concessionaire, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, sex, sexual orientation or national origin or other protected classification or characteristic shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, and (2) that in the construction of any improvements on, over or under said land and the furnishings of services hereon, no person on the grounds of race, color, sex, sexual orientation or national origin or other protected classification or characteristic shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

18.2 The parties hereto covenant not to discriminate against any employee or member applicant for employment, or membership to be employed in the performance of this Agreement with respect to his/her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his/her race, religion, national origin or sex or other protected classification or characteristic.



That in the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement and to re-enter and repossess said premises and facilities thereon, and hold the same as if said Agreement had never been made or issued.

19. GENERAL PROVISIONS

19.1 Acceptance of Fees - No acceptance by City of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof to be performed, kept or observed by Concessionaire, shall be deemed a waiver of any right on the part of the City to terminate this Agreement for any subsequent violation by Concessionaire.

19.2 Non-waiver of Rights - No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

19.3 Notices - Notices required herein may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addressee seventy-two (72) hours after deposit of same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to the parties shall be delivered as follows:

City of Burlington
c/o Director, Parks, Recreation, and Waterfront
645 Pine Street, Suite B
Burlington, VT 05401

Mike Shea
Green Mountain Boat Lines, LTD.
348 Flynn Avenue
Burlington, VT 05401



19.4 Captions - The headings of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

19.5 Severability - If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

19.6 Incorporation of Exhibits - All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

19.7 Force Majeure - Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, act of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control, and the party experiencing force majeure shall give immediate notice to the other party identifying the nature of such force majeure and when it began. The party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Agreement shall be resumed immediately after such cause has been removed, provided that neither party shall be required to settle any labor dispute except upon terms that party deems acceptable. The suspension of any obligations under this section shall not cause the term of this Agreement to be extended and shall not affect any rights accrued under this Agreement prior to the commencement of the force majeure. The party giving notice of the force majeure shall also give notice of its cessation.

19.8 Interpretation - The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly construed against the City.

The individuals executing this Agreement warrant that they have full authority to execute this lease on behalf of the entity for whom they are acting herein.

The parties to this Agreement do hereby execute this document on this _____ day of _____, 2024:



CITY OF BURLINGTON

BY _____

Miro Weinberger, Mayor

City of Burlington

Date _____

GREEN MOUNTAIN BOAT LINES, LTD

BY _____

Mike Shea, Owner

Green Mountain Boat Lines, LTD.

Date _____



EXHIBIT A

Map of Assigned Area



Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Cindi Wight

Title/Subject: Green Mountain Boat Lines/Spirit of Ethan Allen Lease

	Approval:	Meeting Date:
☒	Board of Finance	4/9/2024
☒	City Council	4/15/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/29/2024	Click or tap here to enter text.
Mayor's Office informed and approved memo	N/A	Click or tap to enter a date.	CAO approve for Mayor's office
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	4/1/2024	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/1/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	4/1/2024	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	lease
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



City of Burlington
Department of Public Works

Technical Services Engineering Division
645 Pine Street
Burlington, VT 05402
P 802-863-9094 / F 802-863-0466 / TTY 802-863-0450
www.burlingtonvt.gov/DPW

Memorandum

Date: April 9, 2024

To: Board of Finance(April 9, 2024) and City Council(April 15, 2024)

From: Norman Baldwin, P.E., Division Director/City Engineer
Corey Mims, P.E., Senior Public Works Engineer
Phillip Peterson, P.E., Senior Transportation Planner

CC: Chapin Spencer, Director

Subject: Champlain Parkway – City of Burlington and Champlain Water District MOA

REQUEST

The Burlington Department of Public Works (DPW) respectfully requests Board of Finance and City Council authorize the Public Works Director or his designee to execute the Memorandum of Agreement (MOA) with the Champlain Water District (CWD). The referenced MOA seeks to harmonize the establishment of the proposed Champlain Parkway shared use path directly west of the 189/Route 7 Interchange with the existing segment of the CWD's 24 inch Water Transmission Line.

BACKGROUND

On February 9, 1984 CWD acquired a 20 foot wide easement right from South Meadow Housing Associates to establish a 24 inch water transmission line over South Meadow's Upper Tier Condominium Association Parcel 216. Subsequent to the establishment of CWD's Easement, on November 7, 1988, the City of Burlington acquired an easement for the same parcel seeking property rights to establish the Champlain Parkway shared use path. The City's Easement, at a later date was amended on May 1, 1990 and recorded on July 17, 1990.

Obtaining this property right is a requirement for constructing the Champlain Parkway project as permitted. After years of successful work across multiple Administrations, the Champlain Parkway project has been enhanced to include approximately two miles of new shared-use paths to improve bicycle and pedestrian accommodations in the project area.

Given the CWD easement pre-dates the City Easement, the CWD Easement takes priority over the City's Easement, requiring the City's easement to not interfere with the CWD Easement. Working in collaboration with CWD, City Staff has proposed a shared use path design that can coexist with CWD's 24 inch water Transmission line.

CWD's water transmission line is coincidental for approximately 150 feet to the proposed shared use path as part of the Champlain Parkway. Under the terms of the MOA, should CWD need to

repair or replace sections of their water main, the City will be financially responsible for restoring the shared use path after the water repair work has been completed.

The MOA is a legal document prepared in partnership with CWD's attorney and the Champlain Parkways private attorney at SRH Law in consultation with the City Attorney's Office.

In its current form, the draft MOA has received verbal sign-offs from both City staff and CWD executive leadership. There may be minor final administrative edits necessary to reference design plan sets and any other refined mutually agreeable language subject to the City Attorney's review and approval.

For up to date information on the Champlain Parkway project, please visit the project website: www.champlainparkway.com. Please don't hesitate to reach out with any questions.

ATTACHMENT

1. Burlington-CWD Memorandum of Agreement and mutual agreement to indemnify and hold harmless.
2. Champlain Water District easement 3/19/1984
3. City of Burlington easement 11/7/1988
4. Champlain Parkway ROW Plans Excerpt South Meadow Condominium Association
5. Champlain Parkway-South Meadow Shared Use Path Design

MOTIONS

Action for Board of Finance:

To approve and recommend to City Council they authorize the Director of Public Works or his designee to execute the Memorandum of Agreement with Champlain Water District, for the purposes of delineating the Parties' respective rights and obligations with respect to CWD's existing easement that was recorded in the City of Burlington Land Records on March 19, 1984 and City's easement originally executed on November 7, 1988.

Action for City Council

To authorize the Director of Public Works or his designee to execute the Memorandum of Agreement with Champlain Water District for the purposes of delineating the Parties' respective rights and obligations with respect to CWD's existing easement that was recorded in the City of Burlington Land Records on March 19, 1984 and City's easement originally executed on November 7, 1988.



Know all Men by these Presents

That the CITY OF BURLINGTON, a Vermont municipal corporation

of Burlington in the County of Chittenden
and State of Vermont Grantor, in the consideration of
paid to its full satisfaction by TEN AND MORE Dollars

SOUTH MEADOW HOUSING ASSOCIATES,
a Vermont limited partnership

of Burlington in the County of Chittenden
and State of Vermont Grantee, have REMISED, RELEASED,
AND FOREVER QUITCLAIMED unto the said

SOUTH MEADOW HOUSING ASSOCIATES

all right and title which and its successors ~~heirs~~ or assigns,

the CITY OF BURLINGTON
or its successors or assigns

certain piece of land in ~~heirs~~ have in, and to a
County of Burlington in the
follows, viz: Chittenden and State of Vermont, described as

Being part of the same land and premises conveyed to the City of Burlington by the Baird Center for Children and Families by Condemnation Order dated August 11, 1986 and recorded August 12, 1986 in the City of Burlington Land Records, and being more particularly described as follows:

Beginning at a point in the present sideline of the Southern Connector project, which is designated as Ramp "D" station 50+95, 140 feet right;

then proceeding N83°49'57"E in the present north boundary line of said Southern Connector, a distance of 23 feet, more or less, to a point which is designated as Ramp "D" station 50+64, 140 feet right;

then proceeding in a southerly direction in a straight line a distance of 29 feet, more or less, to Ramp "D" station 50+64, 111 feet right. This is also the beginning of a non-tangent curve;

then proceeding along the present fence, in a curve which arcs to the right, with an approximate radius of 100 feet, and an approximate length of 87 feet, to Ramp "D" station 51+49, 120 feet right, which is also the end of the non-tangent curve;

then proceeding in a northeasterly direction, in a straight line a distance of 33 feet, more or less, to a point in the present sideline of the Southern Connector, which point is the southwest corner of the lands and premises of South Meadow Housing Associates and which is designated as Ramp "D" station 51+30, 146 feet right.

then proceeding S86°49'09"W along the present north boundary line of said Southern Connector to the point and place of beginning.

City Clerk's Office
Received 7-17-1990 at 2:49 P.M.
and recorded in Vol. 419 on Page
of Burlington Land Records.
Vermont Property Transfer Tax 32 V.S.A. Chap. 231
— ACKNOWLEDGEMENT —
Return, Certificate & Payment Received
Attest: J. M.

Excepting and reserving from this conveyance to the City of Burlington are the permanent slope rights along channel slopes, an area of 610 square feet, more or less, and located right of and between Ramp "D" stations 50+64 and 51+94 of Highway Project Burlington MEGC M 5000(1).

Excepting and reserving from this conveyance to the City of Burlington the right to maintain a powerline as sited in a Utility Relocation Agreement between State of Vermont, Agency of Transportation and Green Mountain Power Corporation dated July 21, 1983 and as amended in a Supplemental Agreement No. 2 dated April 6, 1987.

* FOR AMENDMENT SEE *
 VOL. 419 PG. 495

EASEMENT AGREEMENT

Attest: 8-17/81
 James E. Rader, City Clerk

THIS AGREEMENT dated as of this 7th day of November, 1988, by and among the City of Burlington ("City"), a Vermont municipality having an office at Room 31, City Hall, Burlington, in the County of Chittenden and State of Vermont, and South Meadow Housing Associates ("South Meadow"), a Vermont limited partnership having its principal office at Burlington, in the County of Chittenden and State of Vermont.

WITNESSETH:

WHEREAS, the City has agreed to convey a certain detention pond parcel to South Meadow and South Meadow has agreed to convey to the City an easement for the construction and maintenance of a bicycle path across the premises of South Meadow; and

WHEREAS, the parties hereto desire to effectuate that transaction in part by executing this Agreement;

NOW THEREFORE, in consideration of Ten and More Dollars and other good and valuable consideration paid by each to the other, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance of Bike Path Easement. (a) South Meadow hereby grants, bargains, sells, and conveys to City a perpetual, non-exclusive easement and right to construct and maintain a bicycle path (the "Easement") on the following property located in the City of Burlington in the County of Chittenden and State of Vermont:

Being a strip of land fourteen (14) feet in width located on the southerly portion of certain lands and premises conveyed to South Meadow by Warranty Deed of The South Meadow Partnership dated November 21, 1986, recorded in Book 345, Page 645 of the Burlington Land Records, the centerline of which shall be the centerline of the paved path, as set forth and located on the three-page plan prepared by the State of Vermont Agency of Transportation entitled "Burlington Bike Path" and being part of Agency of Transportation Project No. MEGC M5000(2) dated , 1988, and recorded in Map Book , Page of the Burlington Land Records. Said lands and premises of South Meadow are subject to the encumbrances set forth in the above-

described November 21, 1986 Warranty Deed of The South Meadow Partnership to South Meadow and to the lien of real estate taxes and other municipal liens and assessments, if any, not yet due and payable. The easement hereby conveyed is subject to all rights, easements, covenants, rights of way and restrictions of record. Reference is hereby made to the aforementioned instruments and plans, the records thereof, the references contained therein and the respective records thereof, all in further aid of this description.

Such rights are more particularly described as the right to construct, maintain, repair and replace a bicycle path consisting of a paved surface no more than ten (10) feet in width and related landscaping and improvements upon the land and premises burdened by the easement, provided that such bicycle path shall be constructed in accordance with applicable standards of the City.

(b) The City, for itself, its successors and assigns, covenants with South Meadow, its successors and assigns as follows:

- (i) to maintain the bicycle path and its related improvements in good, safe and clean condition. In the event the City fails to perform these responsibilities, South Meadow, its successors and assigns, shall have the right, but not the obligation, pursuant to its right to enter the premises, to maintain, repair, replace and reconstruct the bicycle path or other improvements on the easement conveyed hereby and to provide security for the occupants of South Meadow's premises;
- (ii) to hold harmless South meadow and any occupant of the lands burdened by the Easement from and against all claims arising out of or in connection with the Easement and the use thereof by the City.

2. Conveyance of Outflow Pipe License to South Meadow.
The City hereby grants to South Meadow an irrevocable license and right to construct, repair, replace and maintain an outflow pipe located on the southwesterly side of the detention pond to allow discharges from the detention pond into Potash Brook. The detention pond referred to herein is located on a certain parcel of land located in the right-of-way of the so-called Southern Connector, Vermont Agency of Transportation Project

MEGC-M5000(1) C-1, in the City of Burlington, Vermont and abutting in part the southerly line of the land and premises of South Meadow, and more particularly described in the Quit-Claim Deed from the City of Burlington to South Meadow of even date herewith.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 7th day of ~~November~~ ^{December}, 1988. *P.S.*

IN PRESENCE OF

Andre D. Boufford

Butcher S. Bailey

John J. Trunio

Butcher S. Bailey

SOUTH MEADOW HOUSING ASSOCIATES
By The South Meadow Partnership,
General Partner

By: *[Signature]*
Duly Authorized Agent

CITY OF BURLINGTON

By: *[Signature]*
Mayor

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington in said County, this 7th day of ~~November~~ ^{December}, 1988, Richard Feeley, duly authorized agent for South Meadow Housing Associates and The South Meadow Partnership, personally appeared and he/she acknowledged this instrument, by him/her sealed and subscribed to be his/her free act and deed and the free act and deed of South Meadow Housing Associates and The South Meadow Partnership.

Before me, Andre D. Boufford
Notary Public

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington in said County, this 7th day of ~~November~~ ^{December}, 1988, personally appeared Bernard Sanders and acknowledged the foregoing instrument by him executed as Mayor of the City of Burlington of the State of Vermont to be his free act and deed and the free act and deed of said City of Burlington.

Before me, Butcher S. Bailey
Notary Public

B4.45.1103

AMENDMENT TO EASEMENT AGREEMENT

This Amendment to Easement Agreement is entered into
 this 1 day of ~~March~~ ^{May}, 1990, by and between the City of
 Burlington (hereinafter City), a Vermont municipality having
 an office at Room 31, City Hall, Burlington, in the County
 of Chittenden, and State of Vermont, and South Meadow
 Housing Associates (hereinafter South Meadow), a Vermont
 limited partnership having its principal office at
 Burlington, in the County of Chittenden, and State of
 Vermont.

W I T N E S S E T H :

WHEREAS, City and South Meadow entered into an Easement
 Agreement, dated December 7, 1988, whereunder South Meadow
 conveyed to City a perpetual, non-exclusive easement and
 right to construct and maintain a bicycle path upon South
 Meadow's property located in the City of Burlington, in the
 County of Chittenden, and State of Vermont; and

WHEREAS, the parties are desirous of amending the
 description in the Easement Agreement to reflect the actual
 description of the easement parcel and to include warranties
 of title.

NOW THEREFORE, in consideration of the mutual covenants
 and agreements hereinafter set forth, the parties hereto
 agree as follows:

The description of the easement parcel set forth in Paragraph 1(a) of the above Easement Agreement is amended to read as follows:

Being Parcel #97C consisting of 0.50 acres, more or less, land and rights therein, as shown on Pages 46B and 46C of the plans of Highway Project Burlington MEGC M 5000(1) as filed on the 22nd day of September, 1989, in the office of the Clerk of the City of Burlington.

In connection with the above parcel the following easements and/or rights are conveyed:

An easement to construct and maintain a chain link fence left of and between approximate survey stations 14+70 and 22+50 of the revised Bike Path centerline of said Highway Project.

A temporary easement during the period of construction to extend highway slopes and embankments in an area of 0.19 acres, more or less, as shown on Pages 46B and 46C of the plans of said Highway Project, as filed on the 22nd day of September, 1989, in the office of the Clerk of the City of Burlington.

The slopes and embankments may be extended at such an angle as will hold the material of said slopes in repose against ordinary erosion in accordance with the standard practice of highway construction. The City of Burlington shall have the right to remove all trees, logs, stumps, protruding roots, brush, duff and other objectionable materials, structures, growth and any other thing of whatever kind or nature from said slope areas.

Easements to install and maintain culverts at or near and left of approximate survey stations 15+87, 17+10, 18+16, 19+60, and 22+38 of the revised Bike Path centerline of said Highway Project.

Grantee, for itself, its successors and assigns, covenants with Grantor, and its successors and assigns, to permanently maintain the bicycle path and its related improvements, including the highway slopes and embankments, at Grantee's sole cost and expense.

Being a portion of the lands and premises conveyed to the within Grantor, South Meadow Housing Associates, by Warranty Deed of the South Meadow Partnership, dated

November 21, 1986, and recorded in Volume 345 at Page 645 of the Land Records of the City of Burlington.

The easement parcel herein conveyed may be subject to the following easements and rights-of-way and encumbrances:

(a) Power line right-of-way to Green Mountain Power Company dated February 11, 1955, recorded in Book 148, Page 65 as shown on plan in Book 148, Page 48 of the Land Records of the City of Burlington.

(b) Power line right-of-way to Green Mountain Power Company dated January 7, 1960, recorded in Book 156, Page 322 of said Land Records.

(c) A 20 foot right-of-way for water line to Champlain Water Department dated February 9, 1984, recorded in Book 302, Page 520 as shown on plan in Plan Book IV, Page 17 of said Land records.

(d) A gas pipeline easement to Vermont Gas Systems, dated August 21, 1986, and recorded in Book 341, Page 467 of said Land Records.

(e) An agreement with respect to certain sewer line easements among South Meadow Housing Associates, the Baird Center for Children and Families, Inc., and Burlington Shopping Center, Inc., dated November 20, 1986, and recorded in Book 350, Page 394 of said Land Records.

(f) A mortgage from South Meadow Housing Associates to Vermont Housing Finance Agency dated January 20, 1988, and recorded in Volume 375 at Page 38 of said Land Records;

(g) A mortgage from South Meadow Housing Associates to the City of Burlington dated November 21, 1986, and recorded in Volume 351 at Page 621 of said Land Records, and as amended, dated February 13, 1987, and recorded in Volume 358 at Page 718 of said Land Records.

Reference is hereby made to the above-mentioned plan and deeds and the records thereof, and the references therein made all in further aid of this description.

TO HAVE AND TO HOLD the above granted rights and privileges in, upon and over said premises unto Grantee, its successors and assigns forever; and

Grantor does for itself and its heirs, administrators, successors and assigns, covenant with said Grantee, and its successors and assigns, that until the ensealing of these presents Grantor is lawfully seized in fee simple of the aforesaid premises, that they are free from all encumbrances except as hereinbefore described, that the Grantor has good right and title to sell and convey the rights as aforesaid and that Grantor, and its heirs, administrators, successors and assigns shall **WARRANT AND DEFEND** the same to Grantee and its successors and assigns forever against the lawful claims and demands of all persons, except as hereinbefore described.

Except as hereinabove set forth, the terms and conditions of the Easement Agreement, dated December 7, 1988, shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

IN PRESENCE OF:

CITY OF BURLINGTON

Linda Blanchard
Fay M. Lawes

BY: [Signature]
Mayor

SOUTH MEADOW HOUSING
ASSOCIATES

Michael S. Linnick
Elizabeth H. Davis

BY: [Signature]
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington in said County and State, this 1
day of MAY, 1990, RT Fackey, duly
authorized agent for South Meadow Housing Associates and The
South Meadow Partnership, personally appeared and he/she
acknowledged this instrument, by him/her sealed and
subscribed to be his/her free act and deed, and the free act
and deed of South Meadow Housing Associates and The South
Meadow Partnership.

BEFORE ME, Elizabeth H. Dineen
Notary Public
Commission Expires: 2/10/91

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington in said County and State, this 20th
day of June, 1990, personally appeared
Peter Clavelle and he acknowledged the foregoing instrument
by him executed as Mayor of the City of Burlington of the
State of Vermont, to be his free act and deed, and the free
act and deed of the City of Burlington.

BEFORE ME, Rinda Blanchard
Notary Public
Commission Expires: 2/10/91

#9/470

PARTIAL RELEASE

THIS PARTIAL RELEASE is made the 15th day of May, 1990, between South Meadow Housing Associates (the "Mortgagor") and Vermont Housing Finance Agency (the "Agency").

WHEREAS, the Agency is the holder of a mortgage dated the 20th day of January, 1988, made by Mortgagor to Agency to secure a note in the principal sum of \$4,138,300 and recorded at Volume 375 at Page 38 of the City of Burlington Land Records (the "Mortgage") covering certain lands and tenements, of which the lands hereinafter described are part; and

WHEREAS, the Agency, at the request of the Mortgagor, has agreed to give up and surrender an easement in the lands hereinafter described unto the Mortgagor, and to hold and retain the residue of the mortgaged lands as security for the money remaining due on said mortgage;

NOW, THEREFORE, the Agency, pursuant to said agreement and in consideration of \$1.00, lawful money of the United States of America, paid by the Mortgagor, does grant, release, and quit-claim unto the Mortgagor, an easement over certain land and premises as follows:

Being Parcel #97C consisting of 0.50 acres, more or less, land and rights therein, as shown on Pages 46B and 46C of the plans of Highway Project Burlington MEGC M 5000(1) as filed on the 22nd day of September, 1989, in the office of the Clerk of the City of Burlington.

In connection with above parcel the following easements and/or rights are conveyed:

An easement to construct and maintain a chain link fence left of and between approximate survey stations 14+70 and 22+50 of the revised Bike Path centerline of said Highway Project.

A temporary easement during the period of construction to extend highway slopes and embankments in an area of 0.19 acres, more or less, as shown on Pages 46B and 46C of the plans of said Highway Project, as filed on the 22nd day of September, 1989, in the office of the Clerk of the City of Burlington.

The slopes and embankments may be extended at such an angle as will hold the material of said slopes in repose against ordinary erosion in accordance with the standard practice of highway construction. The City of Burlington shall have the right to remove all trees, logs, stumps, protruding roots, brush, duff and other objectionable materials, structures, growth and any other thing of whatever kind of nature from said slope areas.

Easements to install and maintain culverts at or near and left of approximate survey stations 15+87, 17+10, 18+16, 19+60, and 22+38 of the revised Bike Path centerline of said Highway Project.

Being a portion of the lands and premises conveyed to South Meadow Housing Associates by Warranty Deed of the South Meadow Partnership, dated November 21, 1986, and recorded in Volume 345 at Page 645 of the Land Records of the City of Burlington.

This Partial Release shall supersede and extinguish the Partial Release granted from Vermont Housing Finance Agency to South Meadow Housing Associates dated December 5, 1988.

TOGETHER WITH all right, title and interest of the Agency, in and to the same, to the intent that the easement hereby released may be discharged from said mortgage, and that the rest of the lands in said mortgage specified may remain mortgaged to the Agency as heretofore;

TO HAVE AND TO HOLD the easement hereby released and quitclaimed to the Mortgagor, and to the heirs, successors, and assigns of the Mortgagor forever, discharged of all lien and claim under and by virtue of said mortgage aforesaid.

IN WITNESS WHEREOF, the Agency has executed this partial release the day and year first above written.

VERMONT HOUSING FINANCE
AGENCY

Maya...
Witness

...
Witness

By: Cell S 49

Its Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

Personally appeared before me at Burlington this
15th day of May, 1990 in said County,
Allen S. Hart, duly authorized agent of VERMONT
HOUSING FINANCE AGENCY and acknowledged the foregoing
Partial Release as and for his/her free act and deed and the
free act and deed of VERMONT HOUSING FINANCE AGENCY.

Before me,



Notary Public

Commission Expires: 2/10/91

#11/593

(4) CITY CLERK'S OFFICE
Received 7-7 1990 at 3:04 p.
and recorded in Vol. 419 on Page
of Burlington Land Records.
Attest: J. E. Rader, City Clerk

PARTIAL RELEASE

THIS PARTIAL RELEASE is made the 20th day of June, 1990, between South Meadow Housing Associates (the "Mortgagor") and City of Burlington (the "City").

WHEREAS, the City is the holder of a junior mortgage dated the 21st day of November, 1986, made by Mortgagor to City and recorded at Volume 351 at Page 621 of the City of Burlington Land Records and as amended, dated February 13, 1987, and recorded in Volume 358 at Page 718 of said Land Records, (the "Mortgage") covering certain lands and tenements, of which the lands hereinafter described are part; and

WHEREAS, the City has agreed to give up and surrender an easement in the lands hereinafter described unto the Mortgagor, and to hold and retain the residue of the mortgaged lands as security for the money remaining due on said mortgage;

NOW, THEREFORE, the City pursuant to said agreement and in consideration of \$1.00, lawful money of the United States of America, paid by the Mortgagor, does grant, release, and quit-claim unto the Mortgagor, an easement over certain land and premises as follows:

Being Parcel #97C consisting of 0.50 acres, more or less, land and rights therein, as shown on Pages 46B and 46C of the plans of Highway Project Burlington MEGC M 5000(1) as filed on the 22nd day of September, 1989, in the office of the Clerk of the City of Burlington.

In connection with above parcel the following easements and/or rights are conveyed:

An easement to construct and maintain a chain link fence left of and between approximate survey stations 14+70 and 22+50 of the revised Bike Path centerline of said Highway Project.

A temporary easement during the period of construction to extend highway slopes and embankments in an area of 0.19 acres, more or less, as shown on Pages 46B and 46C of the plans of said Highway Project, as filed on the 22nd day of September, 1989, in the office of the Clerk of the City of Burlington.

The slopes and embankments may be extended at such an angle as will hold the material of said slopes in repose against ordinary erosion in accordance with the standard practice of highway construction. The City of Burlington shall have the right to remove all trees, logs, stumps, protruding roots, brush, duff and other objectionable materials, structures, growth and any other thing of whatever kind of nature from said slope areas.

Easements to install and maintain culverts at or near and left of approximate survey stations 15+87, 17+10, 18+16, 19+60, and 22+38 of the revised Bike Path centerline of said Highway Project.

Being a portion of the lands and premises conveyed to South Meadow Housing Associates by Warranty Deed of the South Meadow Partnership, dated November 21, 1986, and recorded in Volume 345 at Page 645 of the Land Records of the City of Burlington.

TOGETHER WITH all right, title and interest of the City, in and to the same, with the intent that the easement hereby released may be discharged from said mortgage, and that the rest of the lands in said mortgage specified may remain mortgaged to the City as heretofore;

TO HAVE AND TO HOLD the easement hereby released and quitclaimed to the Mortgagor, and to the heirs, successors, and assigns of the Mortgagor forever, discharged of all lien and claim under and by virtue of said mortgage aforesaid.

IN WITNESS WHEREOF, the City has executed this partial release the day and year first above written.

CITY OF BURLINGTON

Linda Blanchard
Witness

Jay M. Lawes
Witness

X By:

[Signature]
Duly Authorized Agent and Mayor

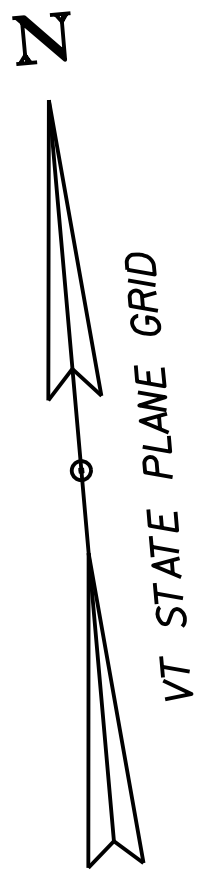
649.51 GEOTEXTILE FOR SILT FENCE
STA SP 13+60.0 - STA SP 14+42.0 LT (29 SY)
STA SP 13+93.0 - STA SP 14+53.0 RT (18 SY)
STA SP 14+34.0 - STA SP 14+60.0 LT (10 SY)
STA SP 14+47.0 - STA SP 14+69.0 RT (8 SY)
STA SP 14+55.0 - STA SP 14+94.0 RT (11 SY)
STA SP 14+87.0 - STA SP 15+04.0 RT (10 SY)
STA SP 15+05.0 - STA SP 15+27.0 RT (8 SY)
STA SP 15+12.0 - STA SP 15+31.0 RT (7 SY)
STA SP 15+38.0 - STA SP 16+30.0 LT (26 SY)
STA SP 16+22.0 - STA SP 16+44.0 LT (7 SY)
STA SP 16+25.0 - STA SP 16+49.0 LT (6 SY)
STA SP 16+25.0 - STA SP 17+06.0 LT (20 SY)

649.515 GEOTEXTILE FOR SILT FENCE, WOVEN WIRE REINFORCED
STA SP 15+19.0 - STA SP 16+45.0 RT (46 SY)
STA SP 15+24.0 - STA SP 15+42.0 RT (8 SY)
STA SP 15+30.0 - STA SP 15+47.0 RT (8 SY)
STA SP 15+37.0 - STA SP 16+13.0 RT (33 SY)
STA SP 15+65.0 - STA SP 15+89.0 RT (11 SY)
STA SP 15+88.0 - STA SP 16+15.0 RT (18 SY)
STA SP 16+10.0 - STA SP 16+37.0 RT (13 SY)
STA SP 16+24.0 - STA SP 16+49.0 RT (12 SY)
STA SP 16+40.0 - STA SP 16+66.0 RT (13 SY)
STA SP 16+53.0 - STA SP 16+77.0 RT (11 SY)
STA SP 16+65.0 - STA SP 16+92.0 RT (11 SY)
STA SP 16+78.0 - STA SP 17+16.0 RT (14 SY)
STA SP 17+08.0 - STA SP 17+29.0 RT (8 SY)
STA SP 17+26.0 - STA SP 17+59.0 RT (11 SY)
STA SP 17+49.0 - STA SP 18+02.0 RT (17 SY)
STA SP 18+18.0 - STA SP 18+73.0 RT (17 SY)
STA SP 18+64.0 - STA SP 18+75.0 RT (3 SY)

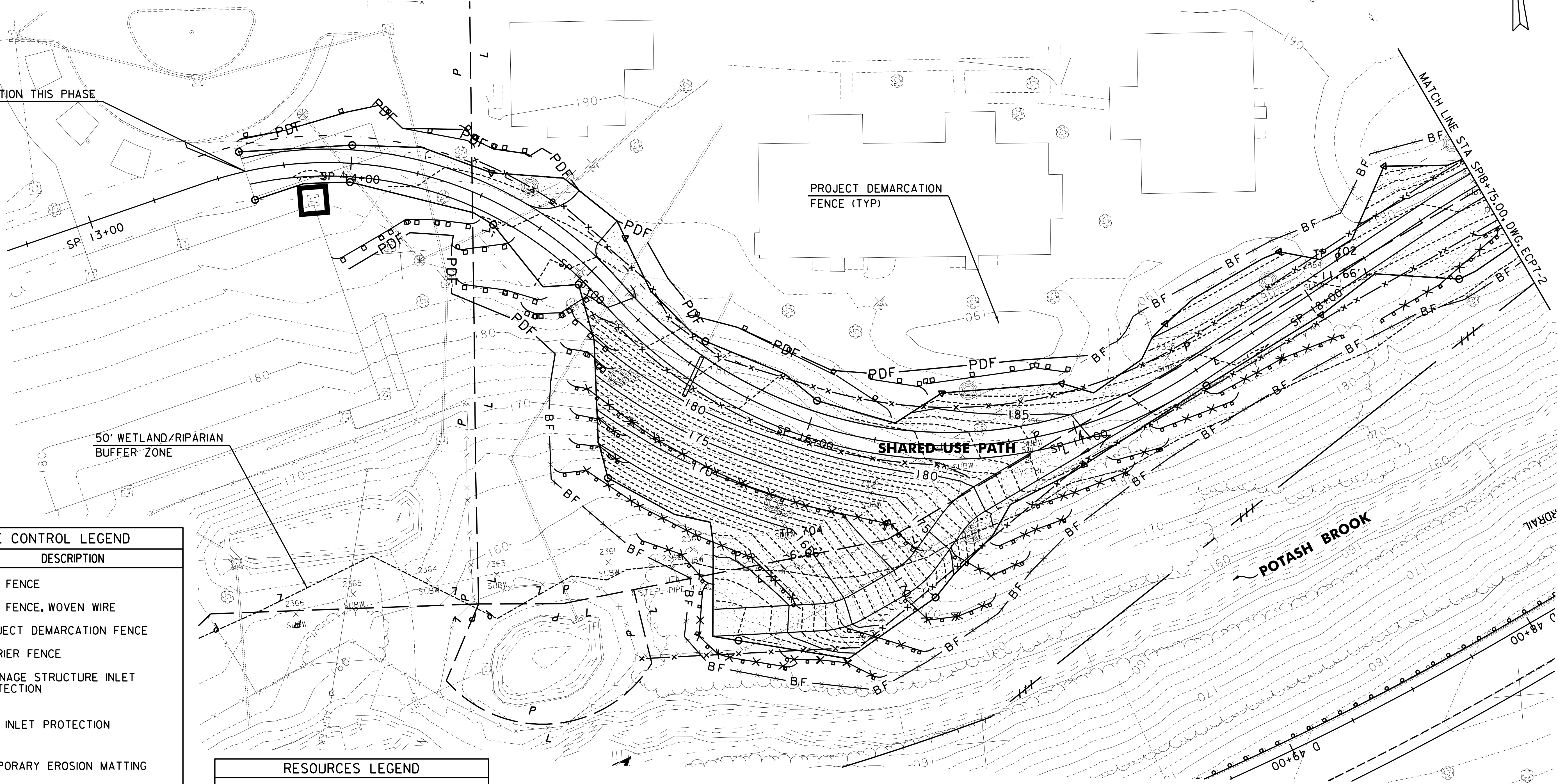
653.20 TEMPORARY EROSION MATTING
STA SP 13+61.0 - STA SP 14+79.0 LT (97 SY)
STA SP 14+94.0 - STA SP 18+75.0 LT (690 SY)
STA SP 15+01.0 - STA SP 17+44.0 RT (1285 SY)
STA SP 17+87.0 - STA SP 18+75.0 RT (113 SY)

653.50 BARRIER FENCE
STA SP 15+19.0 - STA SP 18+75.0 RT (494 LF)
STA SP 17+06.0 - STA SP 18+75.0 LT (179 LF)

653.55 PROJECT DEMARCATION FENCE
STA SP 13+61.0 - STA SP 17+00.0 LT (350 LF)
STA SP 14+02.0 - STA SP 15+19.0 RT (119 LF)



LIMITS OF CONSTRUCTION THIS PHASE
STA SP 13+61.0



RESOURCE CONTROL LEGEND	
SYMBOL	DESCRIPTION
	SILT FENCE
	SILT FENCE, WOVEN WIRE
	PROJECT DEMARCATION FENCE
	BARRIER FENCE
	DRAINAGE STRUCTURE INLET PROTECTION
	PIPE INLET PROTECTION
	TEMPORARY EROSION MATTING
	CHECK DAM
	CONSTRUCTION ENTRANCE
	PERIMETER DIKE OR SWALE

RESOURCES LEGEND	
	SOILS BOUNDARY
	WETLANDS
	50' RIPARIAN/WETLAND BUFFER ZONE
	SOIL MAP UNIT SYMBOL (SEE DWG. S-1 FOR DETAILS)

0 20 40
SCALE IN FEET

CHA

PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT
PROJECT NUMBER: MEGC - M5000(I)

FILE NAME: z87d078bdrec8.dgn
PROJECT LEADER: D. GOZALKOWSKI
DESIGNED BY: J. SCUDDER
EPSC PLAN DETAIL PHASE 7 SHEET 1 (ECP7-1) SHEET 333 OF 735

PLOT DATE: 12/4/2023
DRAWN BY: J. HEALD
CHECKED BY: J. SHIELDS

649.515 GEOTEXTILE FOR SILT FENCE, WOVEN WIRE REINFORCED

- STA SP 18+75.0 - STA SP 18+99.0 RT (8 SY)
- STA SP 18+87.0 - STA SP 19+31.0 RT (13 SY)
- STA SP 19+23.0 - STA SP 19+70.0 RT (15 SY)
- STA SP 19+62.0 - STA SP 19+97.0 RT (11 SY)
- STA SP 19+85.0 - STA SP 20+19.0 RT (11 SY)
- STA SP 20+09.0 - STA SP 20+63.0 RT (18 SY)
- STA SP 20+46.0 - STA SP 21+07.0 LT (20 SY)
- STA SP 20+56.0 - STA SP 21+84.0 RT (42 SY)
- STA SP 21+01.0 - STA SP 21+33.0 LT (10 SY)
- STA SP 21+27.0 - STA SP 21+77.0 LT (16 SY)
- STA SP 21+73.0 - STA SP 24+28.0 RT (72 SY)
- STA SP 21+79.0 - STA SP 21+96.0 RT (6 SY)
- STA SP 21+89.0 - STA SP 22+05.0 RT (6 SY)
- STA SP 21+99.0 - STA SP 22+11.0 RT (4 SY)
- STA SP 22+06.0 - STA SP 24+06.0 RT (51 SY)
- STA SP 22+12.0 - STA SP 22+67.0 RT (15 SY)
- STA SP 22+50.0 - STA SP 22+61.0 LT (5 SY)
- STA SP 22+59.0 - STA SP 23+04.0 RT (11 SY)
- STA SP 23+49.0 - STA SP 23+73.0 RT (6 SY)
- STA SP 23+67.0 - STA SP 23+88.0 RT (7 SY)
- STA SP 23+77.0 - STA SP 23+97.0 RT (6 SY)
- STA SP 23+86.0 - STA SP 24+06.0 RT (6 SY)
- STA SP 23+93.0 - STA SP 24+14.0 RT (7 SY)
- STA SP 23+98.0 - STA SP 24+18.0 RT (7 SY)
- STA SP 24+02.0 - STA SP 24+22.0 RT (6 SY)
- STA SP 24+12.0 - STA SP 24+32.0 RT (7 SY)
- STA SP 24+19.0 - STA SP 24+41.0 RT (7 SY)
- STA SP 24+35.0 - STA SP 24+54.0 RT (6 SY)
- STA SP 24+56.0 - STA SP 24+83.0 RT (10 SY)

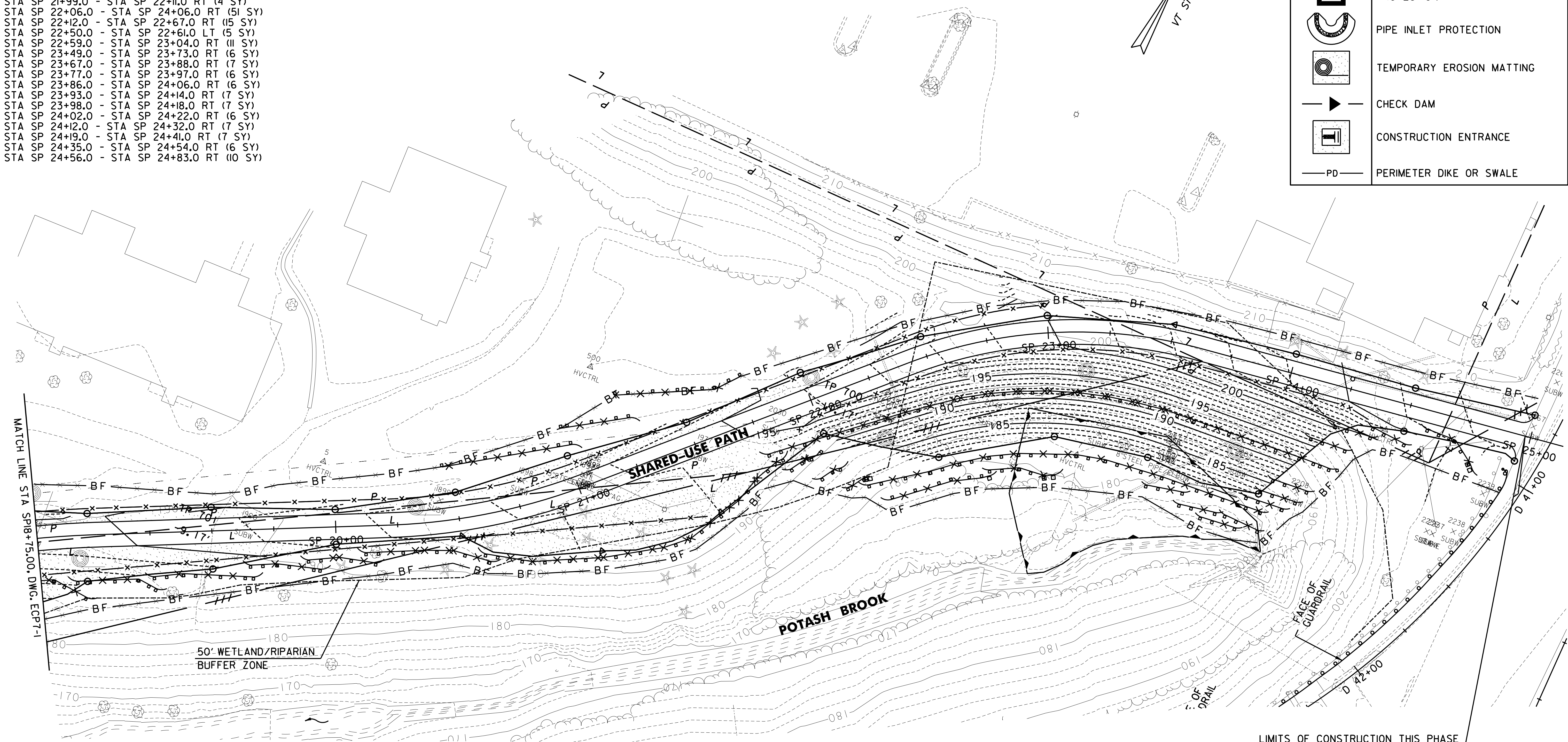
653.20 TEMPORARY EROSION MATTING

- STA SP 18+75.0 - STA SP 19+88.0 RT (78 SY)
- STA SP 18+75.0 - STA SP 24+99.0 LT (771 SY)
- STA SP 21+75.0 - STA SP 24+50.0 RT (1127 SY)

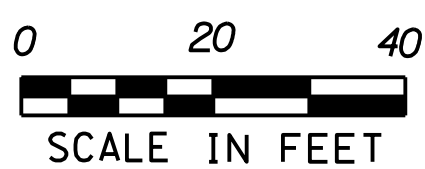
653.50 BARRIER FENCE

- STA SP 18+75.0 - STA SP 24+91.0 LT (633 LF)
- STA SP 18+75.0 - STA SP 24+94.0 RT (627 LF)

RESOURCE CONTROL LEGEND	
SYMBOL	DESCRIPTION
	SILT FENCE
	SILT FENCE, WOVEN WIRE
	PROJECT DEMARCATION FENCE
	BARRIER FENCE
	DRAINAGE STRUCTURE INLET PROTECTION
	PIPE INLET PROTECTION
	TEMPORARY EROSION MATTING
	CHECK DAM
	CONSTRUCTION ENTRANCE
	PERIMETER DIKE OR SWALE



RESOURCES LEGEND	
	SOILS BOUNDARY
	WETLANDS
	50' RIPARIAN/WETLAND BUFFER ZONE
	SOIL MAP UNIT SYMBOL (SEE DWG. S-1 FOR DETAILS)



PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078bdrec8.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D. GOZALKOWSKI	DRAWN BY: J. HEALD
DESIGNED BY: J. SCUDDER	CHECKED BY: J. SHIELDS
EPSC PLAN DETAIL PHASE 7 SHEET 2 (ECP7-2) SHEET 334 OF 735	

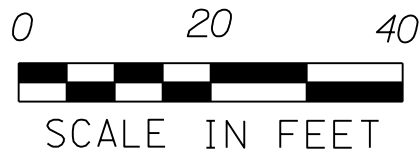
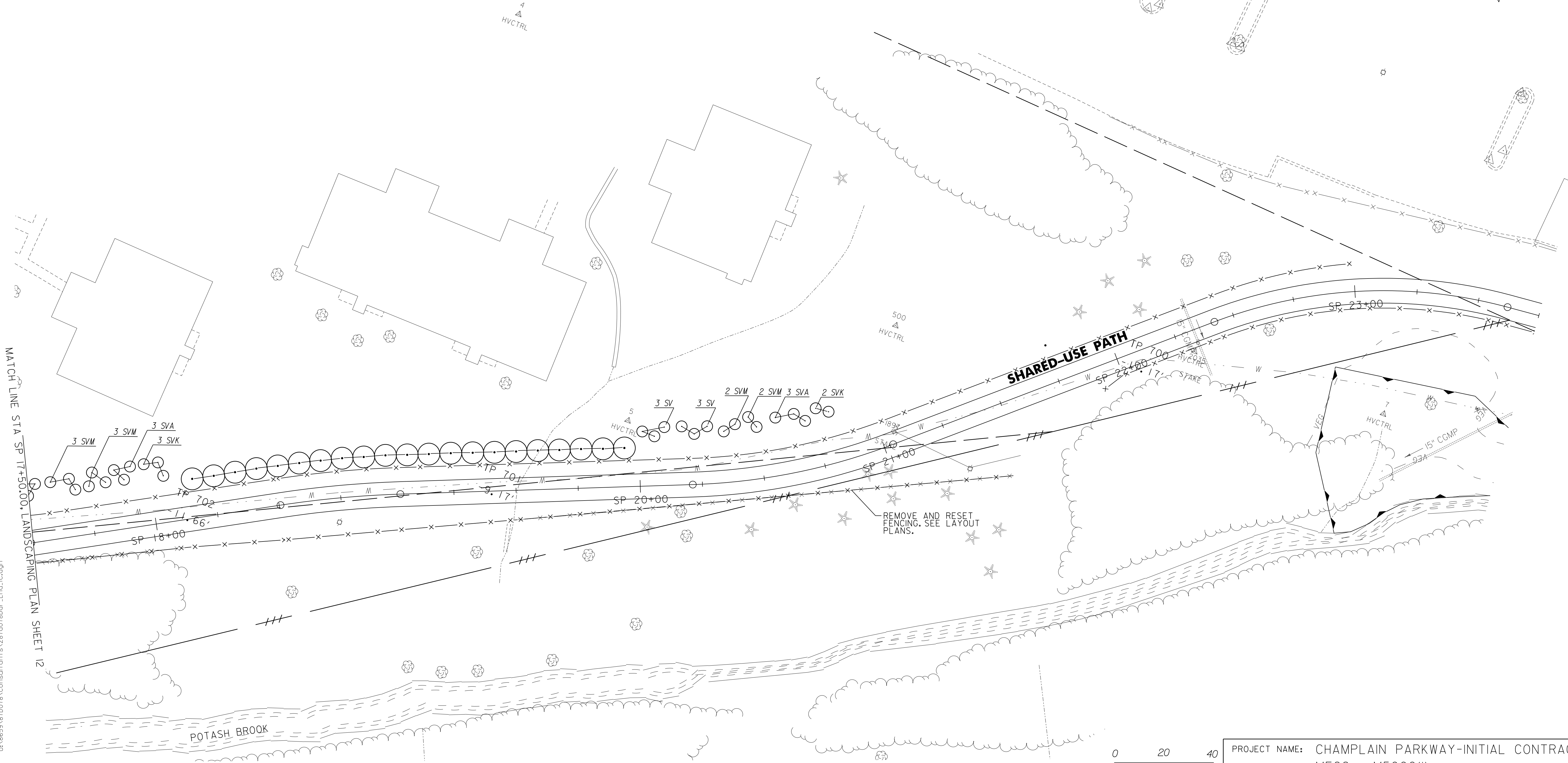
FILE NAME: I:\USERS\1870078\Consult\anta\z87d078bdrec8.dgn
DATE: 12/4/2023
USER: JSH

QTY.	PART.	NON/ PART.	SYM.	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
39	39	0	T0	Thuja occidentalis 'Nigra'	Dark American Arborvitae	6' - 7' Hgt.	B & B, 8' O.C.
6	6	0	SV	Syringa Vulgaris	Common Lilac - Light Purple	5' - 6' Hgt.	B & B, 5'-6' O.C.
10	10	0	SVM	Syringa Vulgaris 'monge'	Common Lilac - Dark Purple	5' - 6' Hgt.	B & B, 5'-6' O.C.
6	6	0	SVA	Syringa Vulgaris 'alba'	Common Lilac - White Variety	5' - 6' Hgt.	B & B, 5'-6' O.C.
5	5	0	SVK	Syringa Vulgaris 'krasavitsa mosky'	Common Lilac - Light Pink	5' - 6' Hgt.	B & B, 5'-6' O.C.

MATCH LINE STA SP 17+50.00, LANDSCAPING PLAN SHEET 12

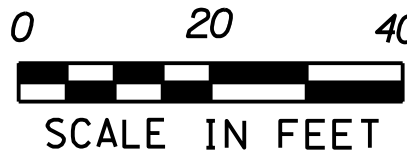
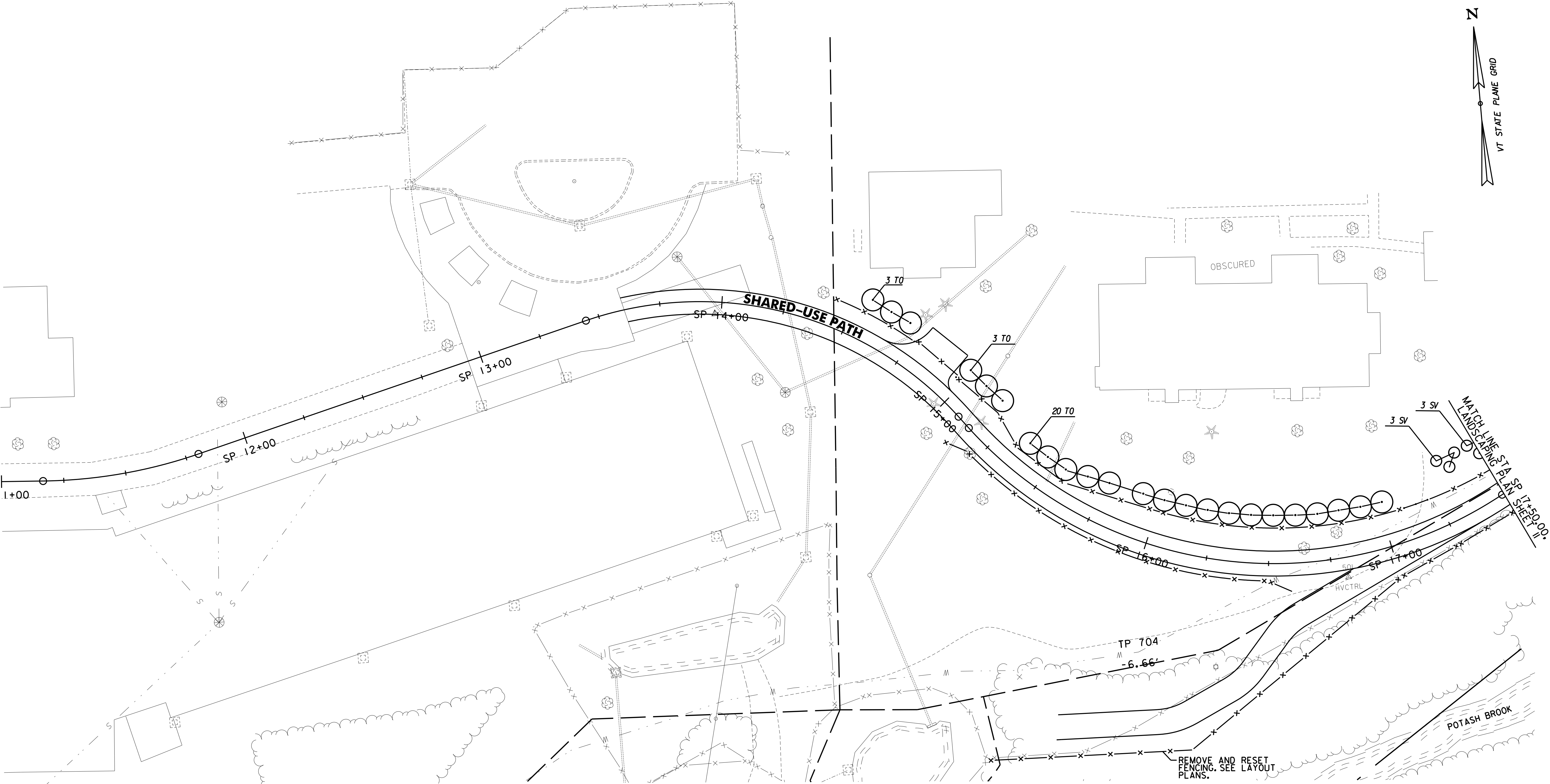
UN:B659\87D078\Consultant\z87d078bdr_Lnd.ic.dgn

12/4/2023 9:12:58 AM



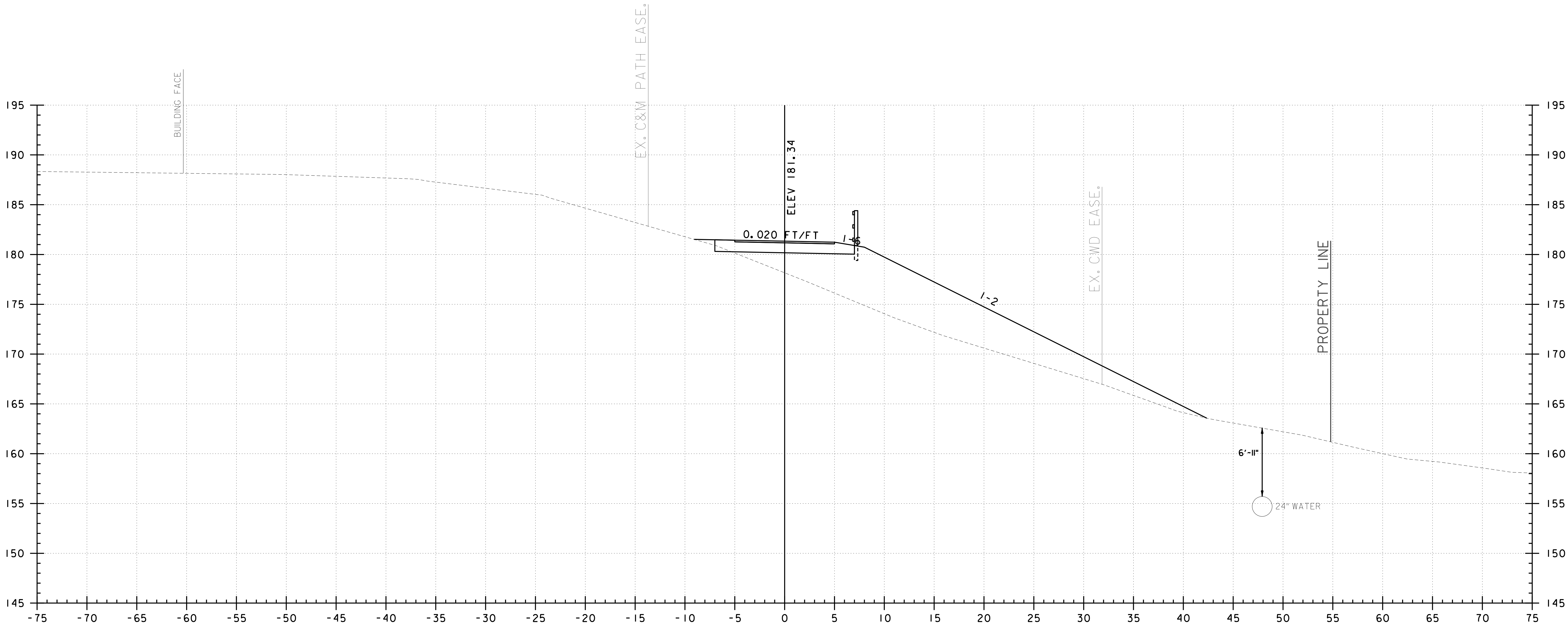
PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER:MEGC - M5000(I)	
FILE NAME: z87d078bdr_Lnd.ic.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: J.MYERS	DRAWN BY: P.ARMATA
DESIGNED BY: M.CROWLEY	CHECKED BY: J.MYERS
LANDSCAPING PLAN SHEET II (LA-II)	SHEET \$S*\$ OF \$T*\$

QTY.	PART.	NON/ PART.	SYM.	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
29	29	0	T0	Thuja occidentalis 'Nigra'	Dark American Arborvitae	6' - 7' Hgt.	B & B, 8' O.C.
6	6	0	SV	Syringa Vulgaris	Common Lilac - Light Purple	5' - 6' Hgt.	B & B, 5'-6' O.C.

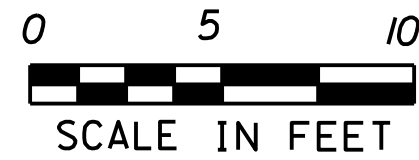


PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078bdr_Lnd.ic.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: J.MYERS	DRAWN BY: P.ARMATA
DESIGNED BY: M.CROWLEY	CHECKED BY: J.MYERS
LANDSCAPING PLAN SHEET 12 (LA-12)	SHEET \$\$\$ OF \$T*\$\$

FILE NAME: I:\0655\870078\Consultants\z87d078a.dgn
DATE: 12/7/2023
USER: 5375

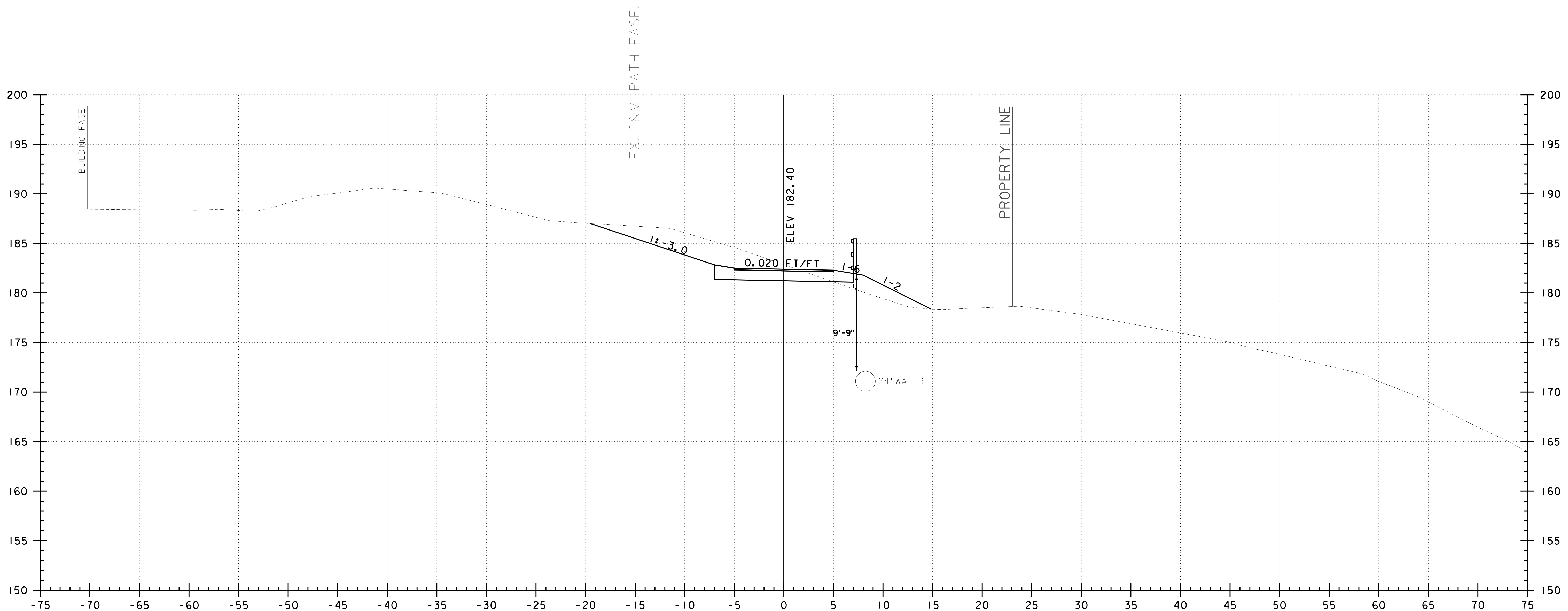


SP 16+00

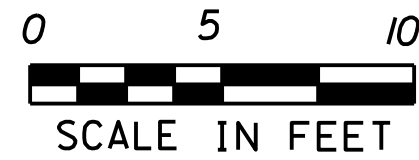


PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-I	SHEET XX OF 735

FILE NAME: I:\0655\1870078\Consultants\z87d078a.dgn
DATE: 12/7/2023
USER: j3375

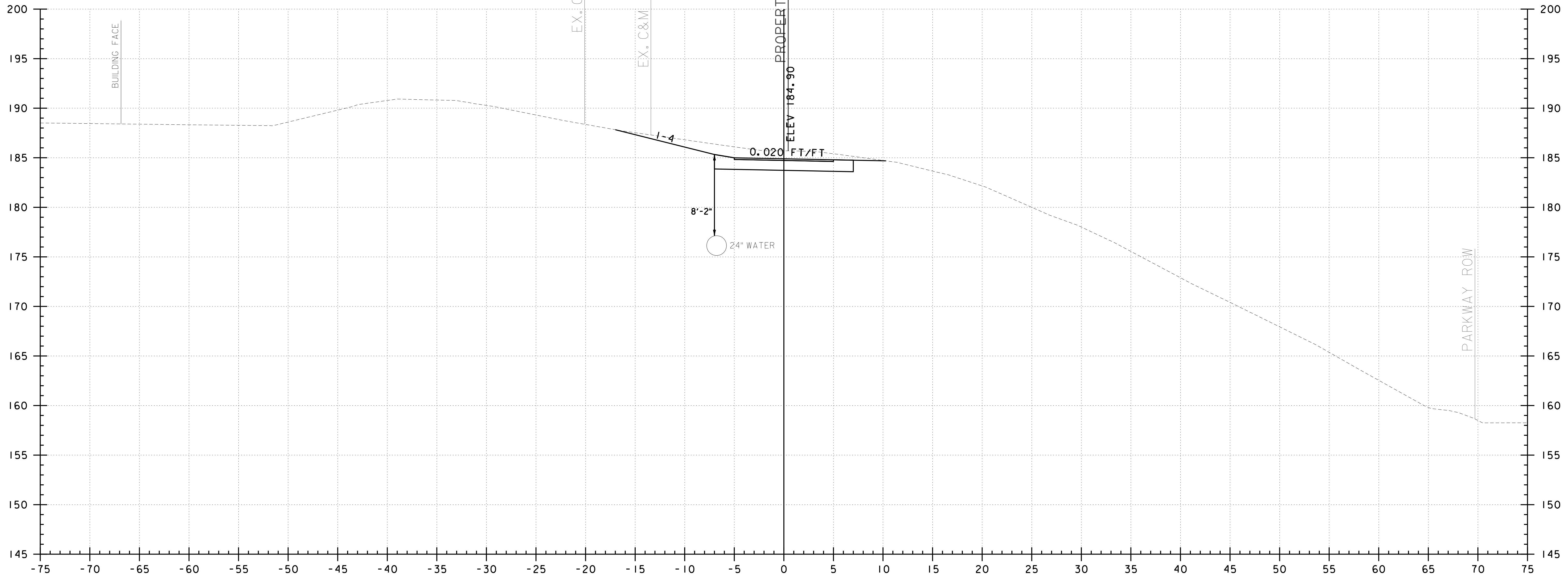


SP 16+50

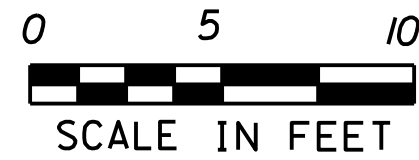


PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-I	SHEET XX OF 735

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DATE: 12/7/2023
USER: 13375



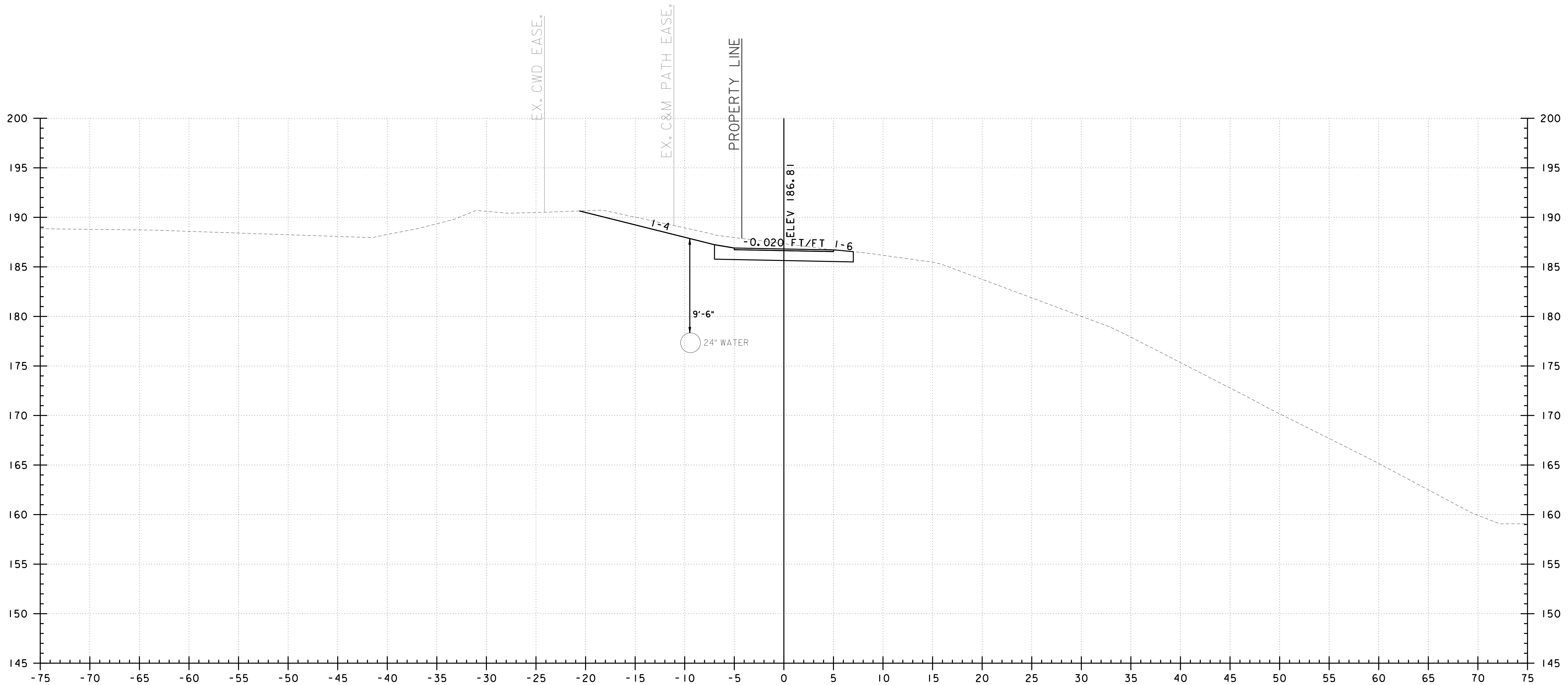
SP 17+00



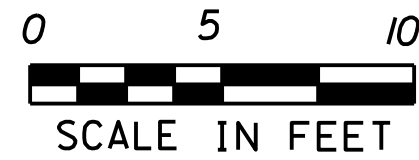
CHA

PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-I	SHEET XX OF 735

FILE NAME: I:\0655\170078\Consultants\170078.dgn
DATE: 12/7/2023
USER: J3375



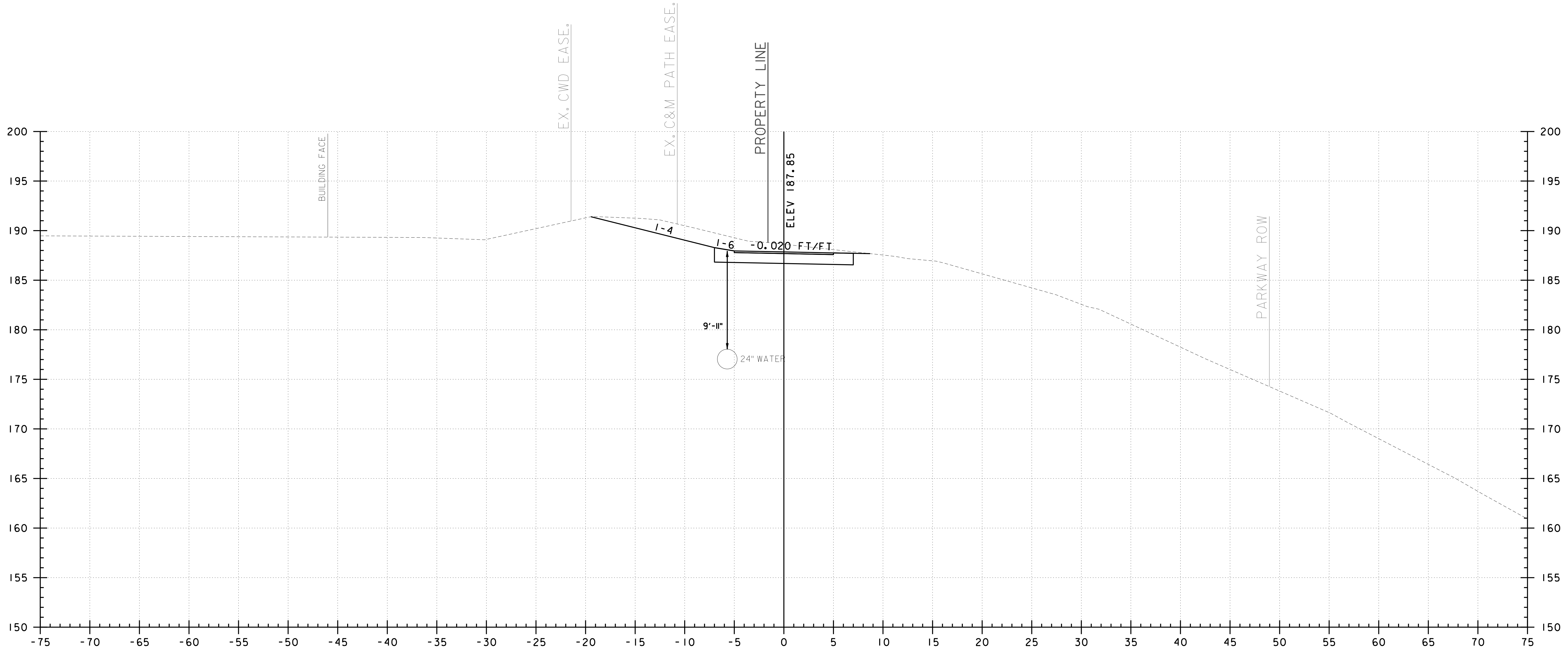
SP 17+50



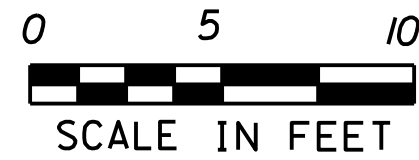
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PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-I	SHEET XX OF 735

FILE NAME: I:\0655\1870078\Consultants\187d078a.dgn
DATE: 12/7/2023
USER: 5375

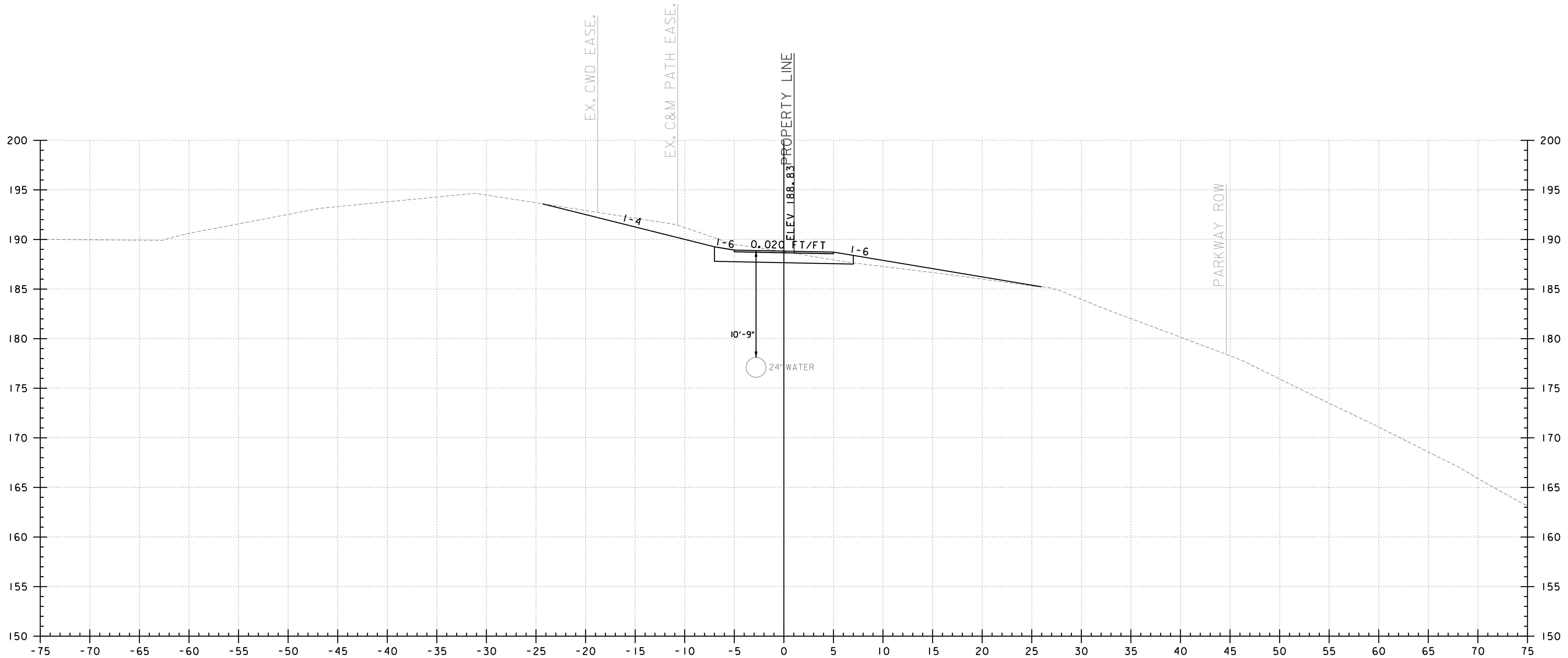


SP 18+00

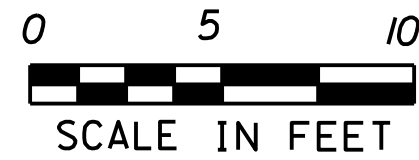


PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-1	SHEET XX OF 735

FILE NAME: I:\0655\1870078\Consultants\187d078a.dgn
DATE: 12/7/2023
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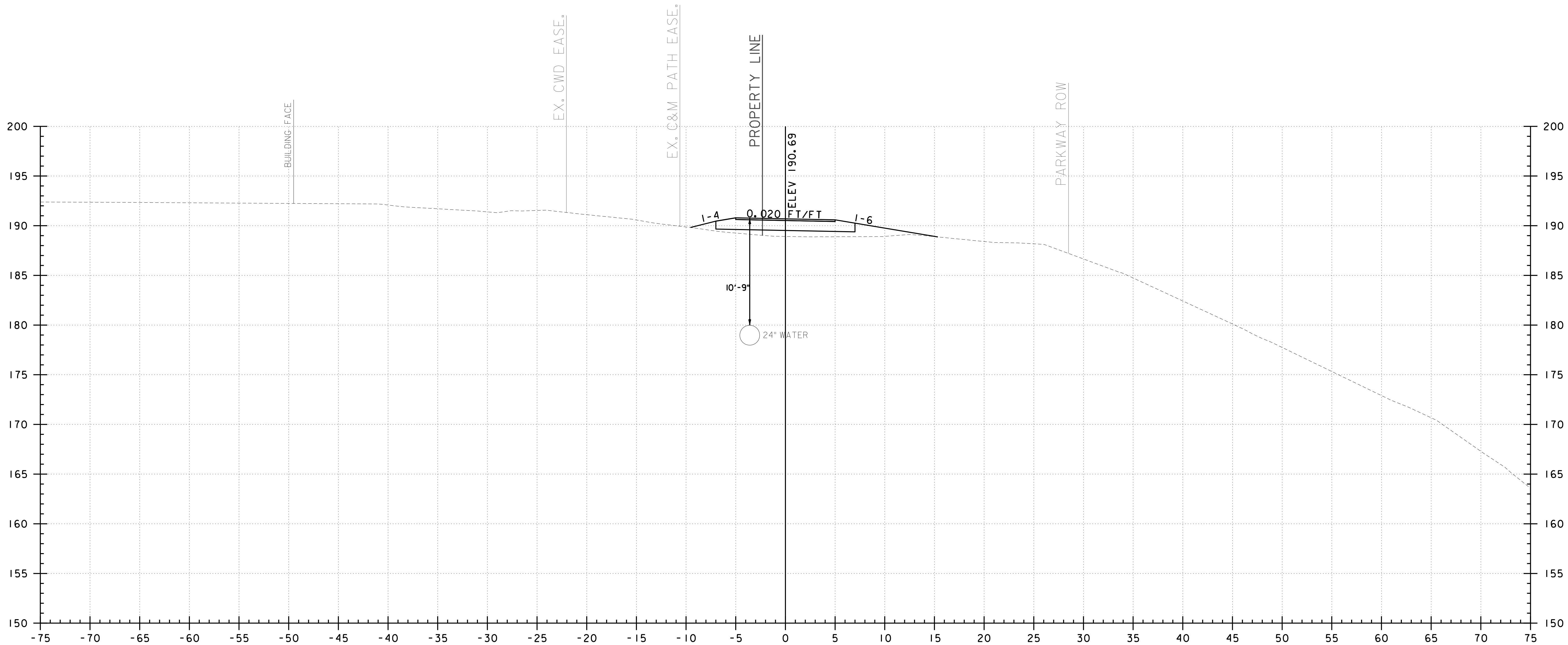


SP 18+50

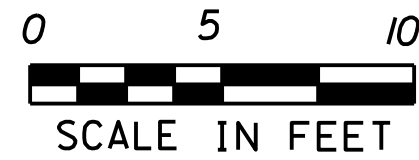


PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-1	SHEET XX OF 735

FILE NAME: I:\0655\870078\Consultants\87d078a.dgn
DATE: 12/7/2023
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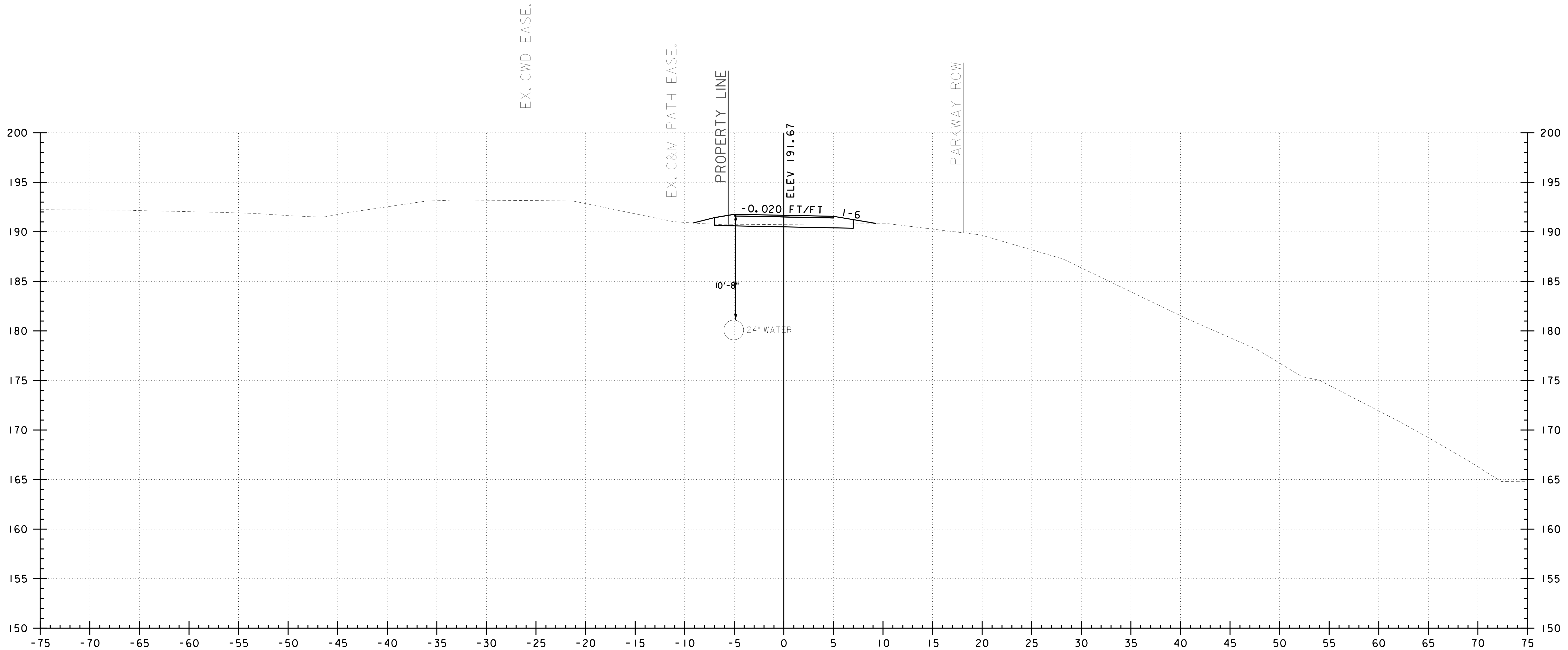


SP 19+50

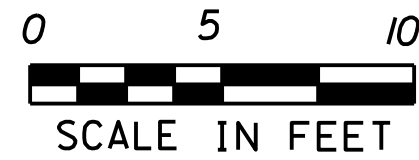


PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-I	SHEET XX OF 735

FILE NAME: I:\0655\870078\Consultants\87d078a.dgn
DATE: 12/7/2023
USER: 5375

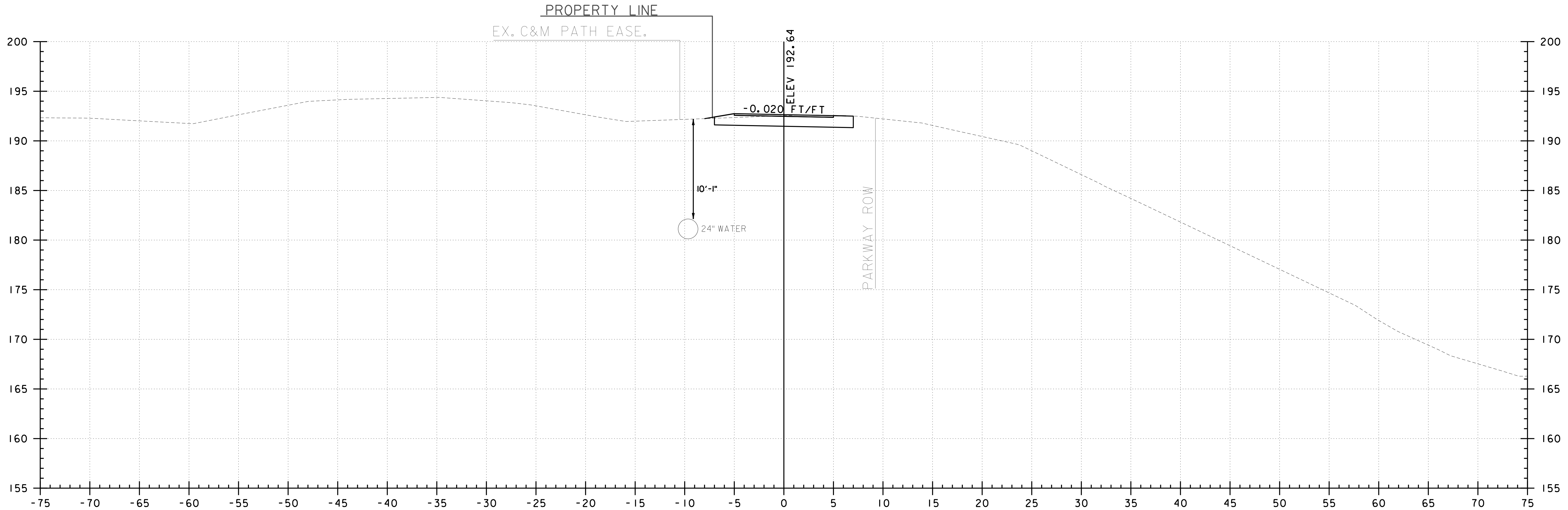


SP 20+00

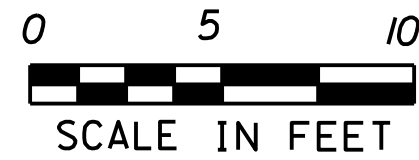


PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-I	SHEET XX OF 735

FILE NAME: I:\0655\870078\Consultants\87d078a.dgn
DATE: 12/7/2023
USER: J3375

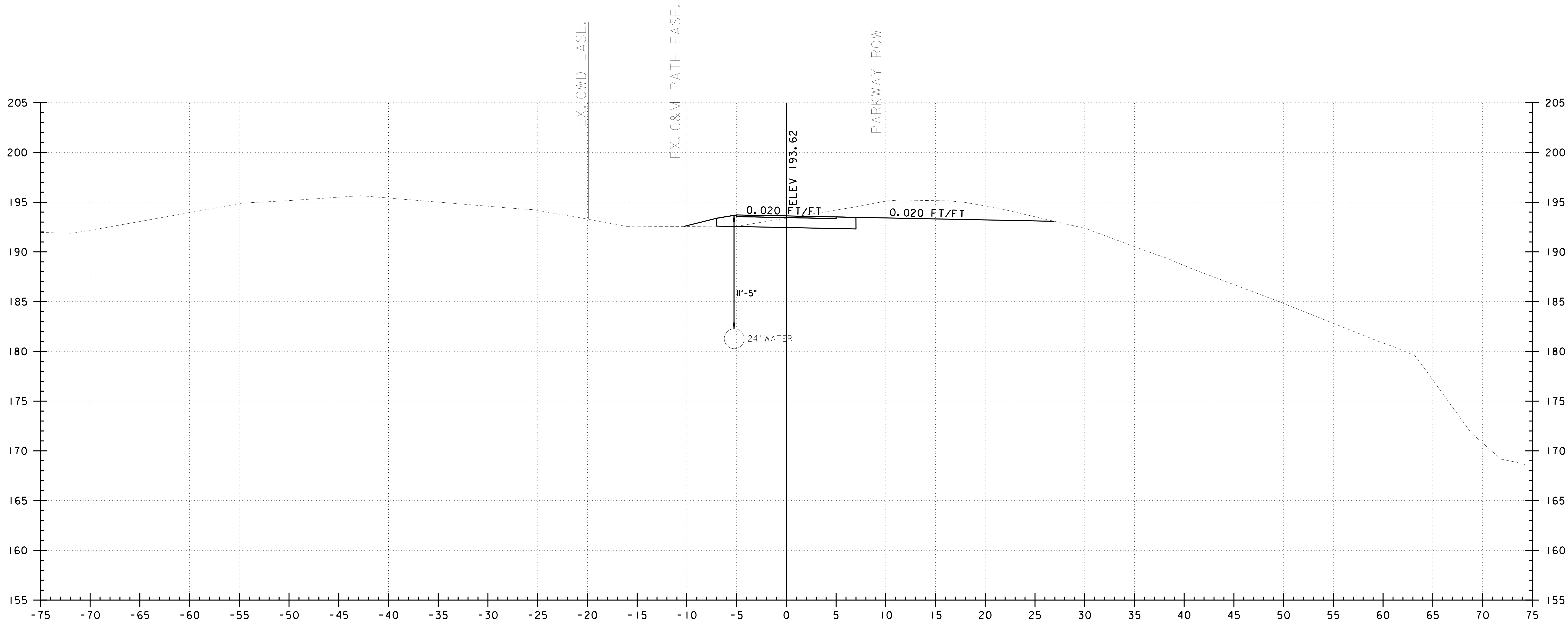


SP 20+50

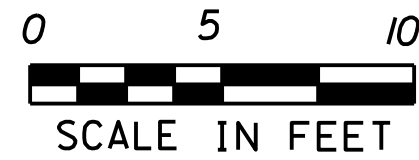


PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-I	SHEET XX OF 735

FILE NAME: I:\0655\870078\Consultants\87d078a.dgn
DATE: 12/7/2023
USER: J3375



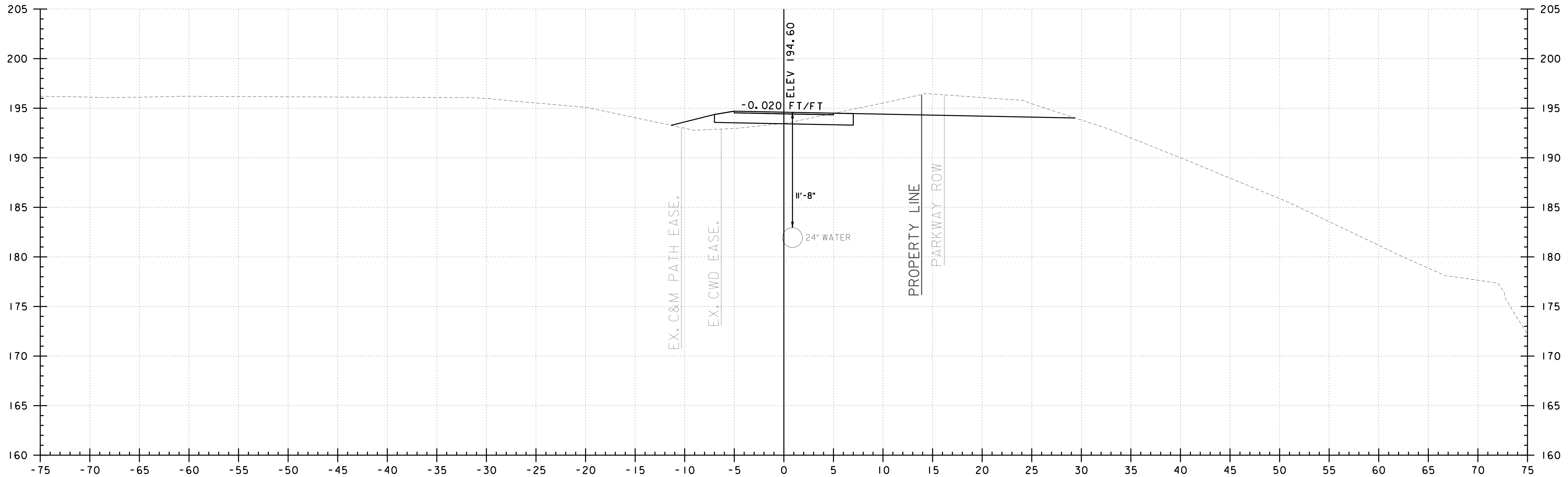
SP 21+00



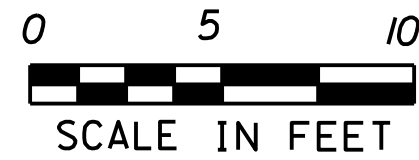
CHA

PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-I	SHEET XX OF 735

FILE NAME: I:\0655\870078\Consultants\87d078a.dgn
DATE: 12/7/2023
USER: 5375

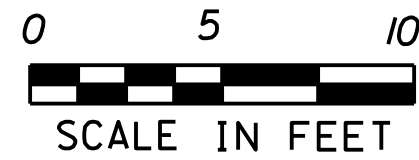
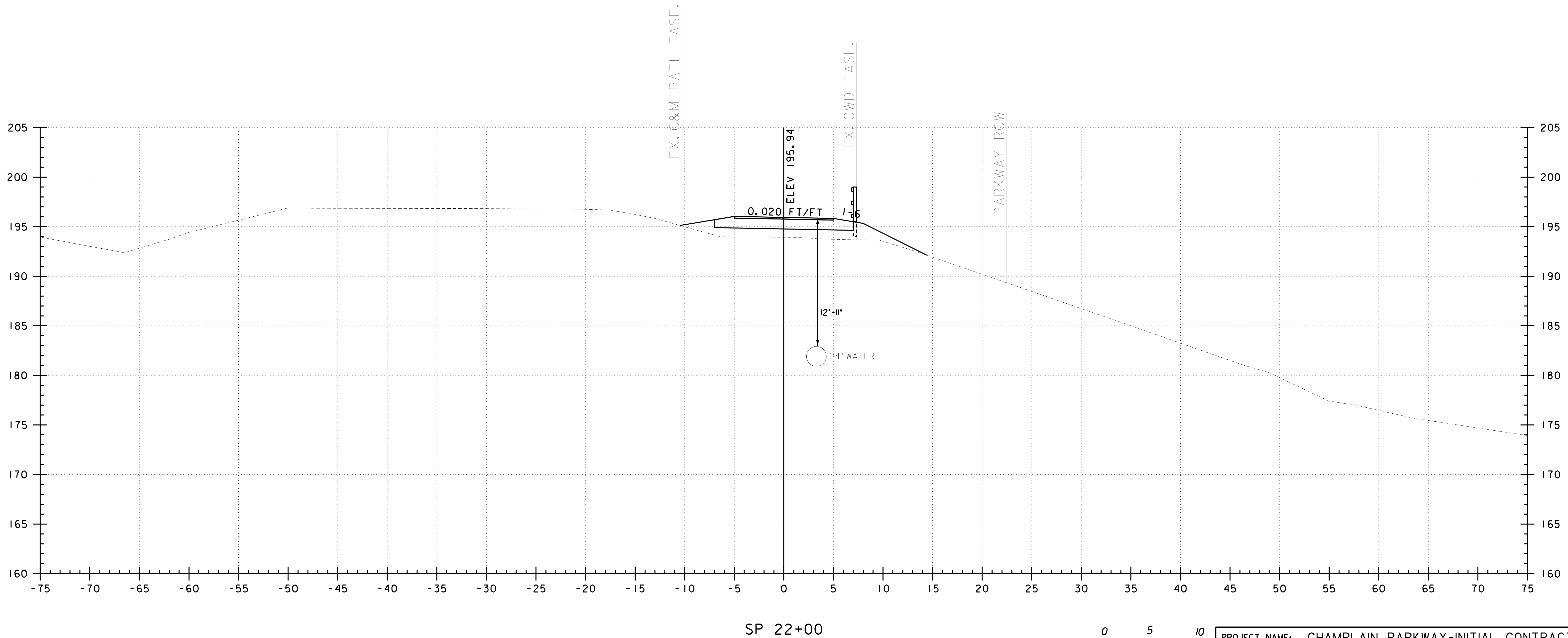


SP 21+50



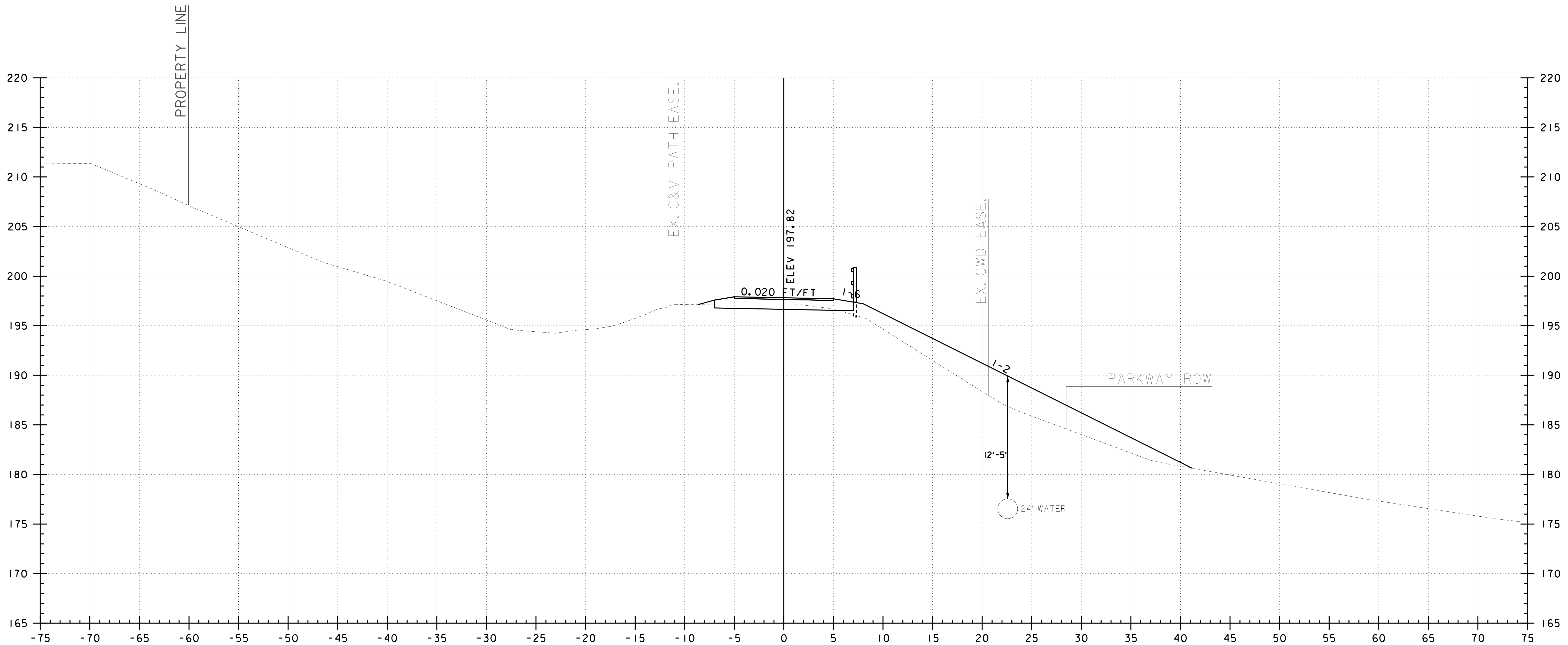
PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-I	SHEET XX OF 735

FILE NAME: I:\0655\870078\Consultants\87d078a.dgn
DATE: 12/7/2023
USER: j3375

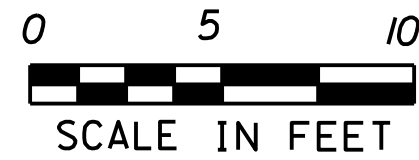


PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-I	SHEET XX OF 735

FILE NAME: I:\0655\870078\Consultants\87d078a.dgn
DATE: 12/7/2023
USER: j3375

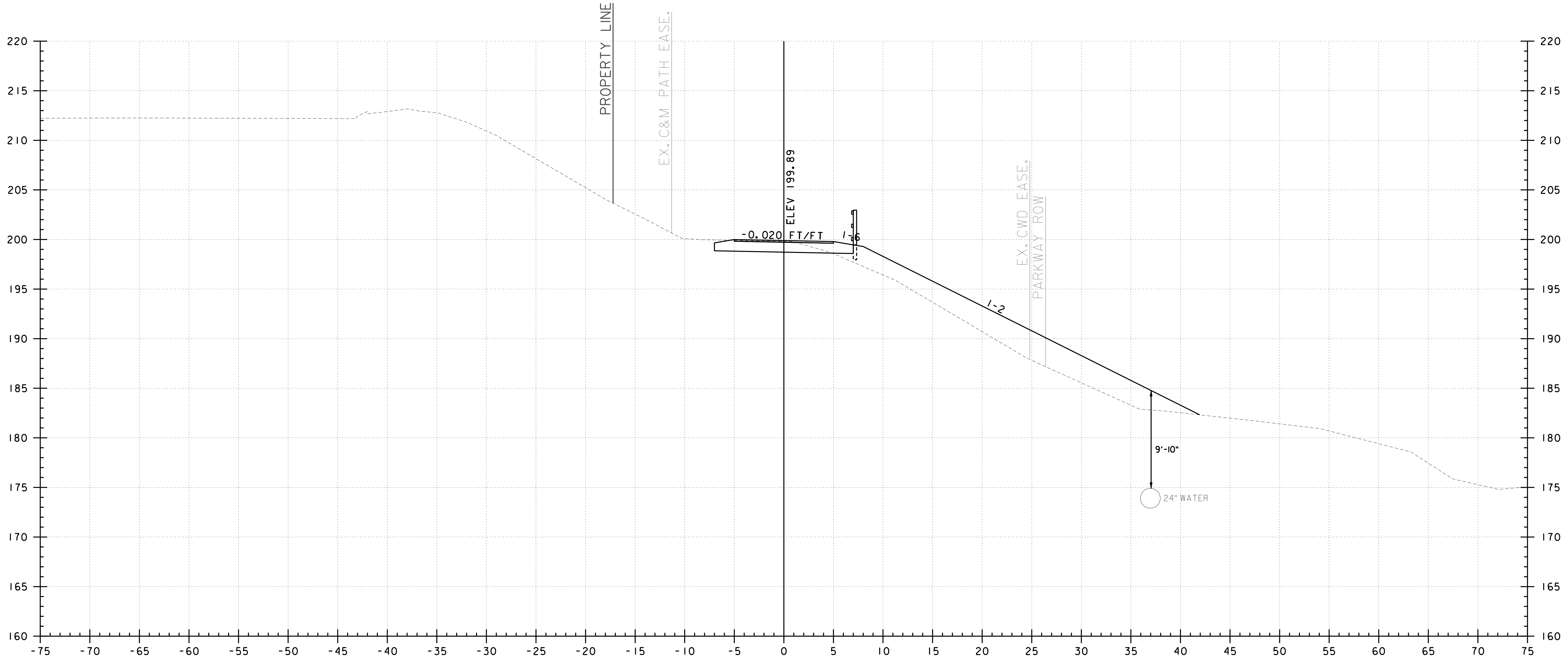


SP 22+50

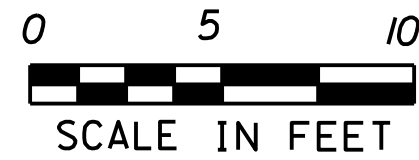


PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-I	SHEET XX OF 735

FILE NAME: I:\0655\870078\Consultants\87d078a.dgn
DATE: 12/7/2023
USER: 5375

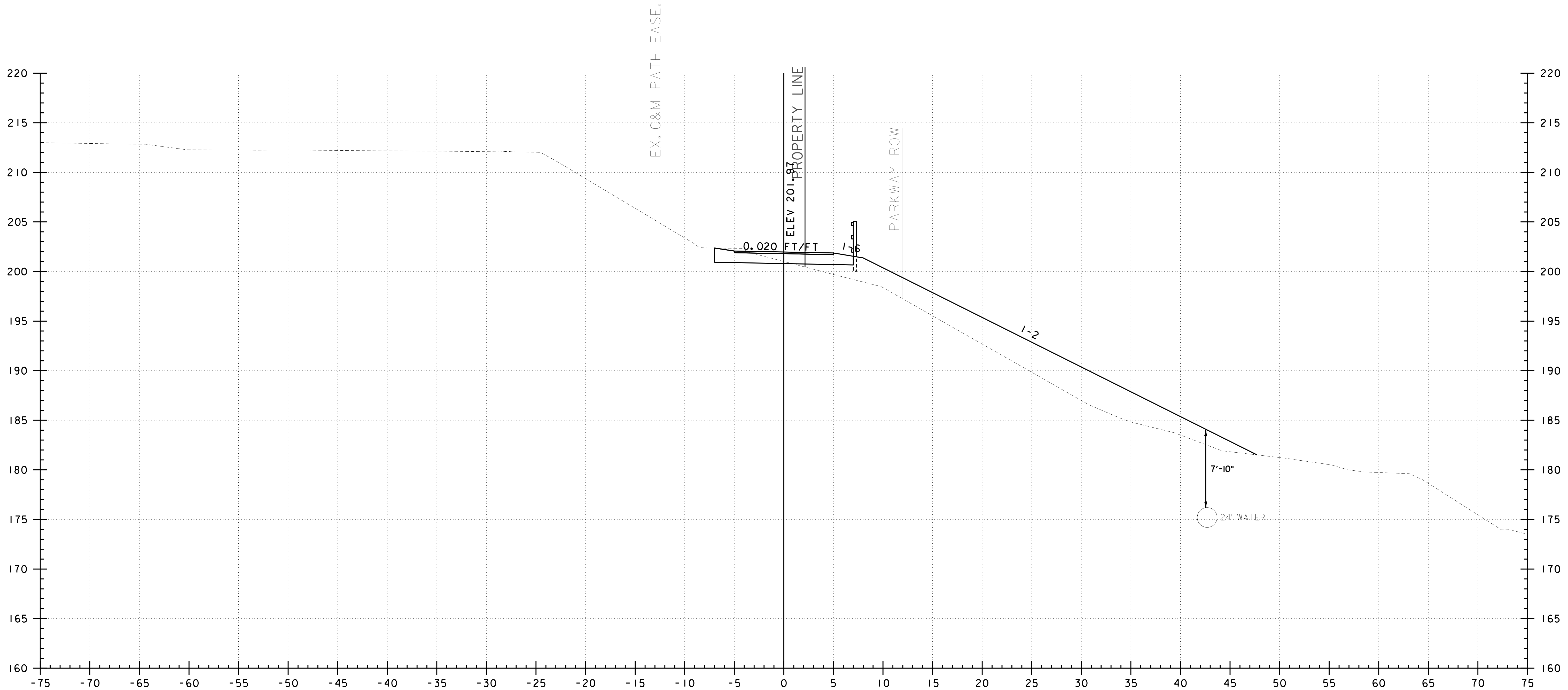


SP 23+00

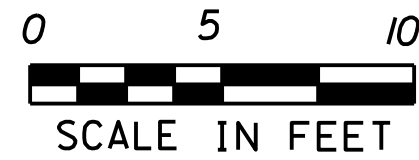


PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-I	SHEET XX OF 735

FILE NAME: I:\0655\870078\Consultants\87d078a.dgn
DATE: 12/7/2023
USER: 5375



SP 23+50



PROJECT NAME: CHAMPLAIN PARKWAY-INITIAL CONTRACT	
PROJECT NUMBER: MEGC - M5000(I)	
FILE NAME: z87d078xs.dgn	PLOT DATE: 12/4/2023
PROJECT LEADER: D.E.G.	DRAWN BY: W.G.P
DESIGNED BY: X.X.X	CHECKED BY: D.E.G.
XX-I	SHEET XX OF 735

Know all Men by these Presents

That THE BAIRD CENTER FOR CHILDREN AND FAMILIES, a Vermont non-profit corporation with a principal place of business in

of Burlington in the County of Chittenden
and State of Vermont Grantor, in the consideration of
-----ten (10) and more----- Dollars
paid to its full satisfaction by

CHAMPLAIN WATER DISTRICT, a municipal corporation organized and existing under the laws of the State of Vermont, with a principal
office in South Burlington in the County of Chittenden
and State of Vermont Grantee, by these presents, do
freely Give, Grant, Sell, Convey And Confirm unto the said Grantee
CHAMPLAIN WATER DISTRICT

and its successors
certain piece of land in Burlington and assigns forever, a
County of Chittenden in the
follows, viz: and State of Vermont, described as

Being a right of way for a water transmission line, as laid out and depicted upon a plan of land entitled: "Utility easement, Property of Baird Children's Center, Burlington, Vermont", prepared by Champlain Water District, dated July 1983 and recorded in Book IV, Page 17 in the Land Records of the City of Burlington.

Included herewith is the right to lay, maintain, repair and replace water transmission lines within the 20 foot wide permanent right of way as shown upon said plan. Also included herewith is a ten (10) foot wide construction right of way as laid out on said plan, and to be used only during the original construction of the water transmission line within the permanent right of way. The grantee, its successors and assigns, by the acceptance of this deed, covenants and agrees that it will return the above described permanent and temporary right of way to as near as possible their original condition following the construction, and any subsequent repair of said water transmission line.

Said right of way is over those lands and premises conveyed to the Home for Destitute Children (now The Baird Center for Children and Families) by Administrator's Deed of Cyrus M. Spaulding both individually and as administrator of the Estate of Hiram N. Ballard, dated December 29, 1883, and recorded in Book 19, Page 367 of said Land Records.

To said deed, plan of land and the records thereof, and to all deeds and records therein referred to, reference is hereby made in aid of this description.

To Have and to Hold all said granted premises, with all the privileges and appurtenances thereof, to the said Grantee CHAMPLAIN WATER DISTRICT,

its successors ~~heirs~~ and assigns, to their own use and behoof forever;
And the said Grantor THE BAIRD CENTER FOR CHILDREN AND FAMILIES

successors and assigns ~~covenantors and covenantees~~ for itself and its ~~heirs~~,
~~covenantors and covenantees~~, do covenant with the said Grantee
CHAMPLAIN WATER DISTRICT, its successors and assigns

~~heirs and assigns~~, that until the ensembling of these presents it is
the sole owner of the premises, and have good right and title to convey the
same in manner aforesaid, that they are Free From Every Encumbrance;
except as aforesaid; and it

hereby engages to Warrant And Defend the same against all lawful claims
whatever, except as above stated.

In Witness Whereof, I hereunto set my hand and seal
this 9TH day of February A. D. 19 84

In Presence of

[Handwritten signatures: R. H. Walling and Anna E. Thomas]

THE BAIRD CENTER FOR CHILDREN AND FAMILIES
By Dorothea S. Hanna
Duly Authorized Agent


State Of Vermont, } ss. At Burlington this
County of Chittenden } 9TH day of February A. D. 19 84

Dorothea S. Hanna, Duly Authorized Agent for The
Baird Center for Children and Families

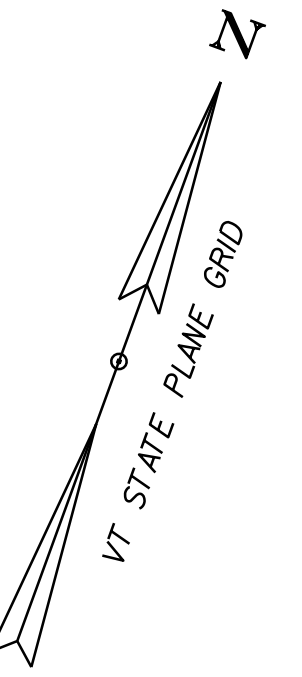
personally appeared, and acknowledged this instrument, by
sealed and subscribed, to be free act and deed, and
the free act and deed of The Baird Center for Children and Families.

Before me *[Signature: R. H. Walling Jr.]*
Notary Public

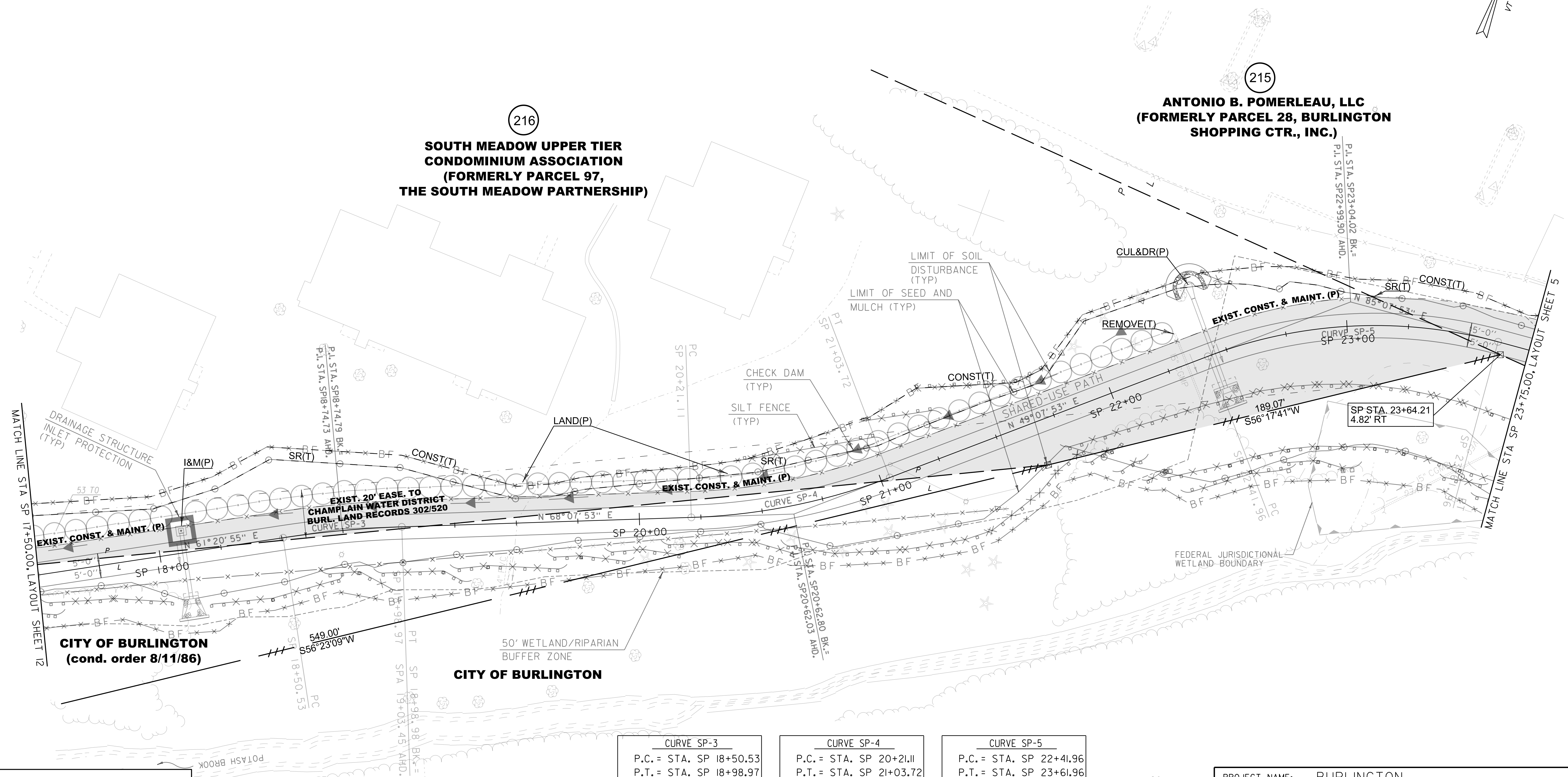
Received for record 3/19/84 at 1:55 P.M.
attest: J. E. Rader
City Clerk

620.12 CHAIN LINK FENCE, 6 FT
BURLINGTON:
STA SP 17+50.0 - STA SP 23+00.0 LT (550.0 FT)

649. II GEOTEXTILE FOR ROADBED SEPARATOR
BURLINGTON:
STA SP 17+50.0 - STA SP 23+75.0 LT/RT (972.2 SY)



**ANTONIO B. POMERLEAU, LLC
(FORMERLY PARCEL 28, BURLINGTON
SHOPPING CTR., INC.)**



**FOR R.O.W.
USE ONLY**

CURVE SP-3	CURVE SP-4	CURVE SP-5
P.C. = STA. SP 18+50.53	P.C. = STA. SP 20+21.11	P.C. = STA. SP 22+41.96
P.T. = STA. SP 18+98.97	P.T. = STA. SP 21+03.72	P.T. = STA. SP 23+61.96
$\Delta = 06^{\circ} 46' 54''$ RT	$\Delta = 19^{\circ} 00' 00''$ LT	$\Delta = 36^{\circ} 00' 00''$ RT
R = 409.26'	R = 249.11'	R = 190.99'
T = 24.25'	T = 41.69'	T = 62.06'
L = 48.44'	L = 82.61'	L = 120.00'
E = 0.72	E = 3.46	E = 9.83
$e_{\max} = N/A$	$e_{\max} = N/A$	$e_{\max} = N/A$



FILE NAME: r87d078layll.dgn
PROJECT LEADER: T. BOHL
DESIGNED BY: CHA
R.O.W. LAYOUT SHEET 11 OF 39

PLOT DATE: 09-MAR-2018
DRAWN BY: A. PROULX
CHECKED BY: T. POLK
SHEET 22 OF 78

618.15 BITUMINOUS CONCRETE SIDEWALK
BURLINGTON:
STA SP 13+60.53 - STA SP 17+50.0 (48.1 TON)

620.50 REMOVING AND RESETING FENCE
BURLINGTON:
STA SP 17+00.0 - STA SP 17+50.0 RT (52.7 LF)

620.55 REMOVAL OF EXISTING FENCE
BURLINGTON:
STA SP 15+79.5 - STA SP 17+00.0 RT (191.0 LF)

620.21 BRACING ASSEMBLY FOR CHAIN LINK FENCE, 6 FT
BURLINGTON:
STA SP 15+17.0 LT (1 EA)
STA SP 15+34.0 LT (1 EA)
STA SP 15+59.0 LT (1 EA)
STA SP 16+30.0 RT (1 EA)
STA SP 17+00.0 RT (1 EA)
STA SP 17+10.0 LT (1 EA)
STA SP 17+20.0 LT (1 EA)

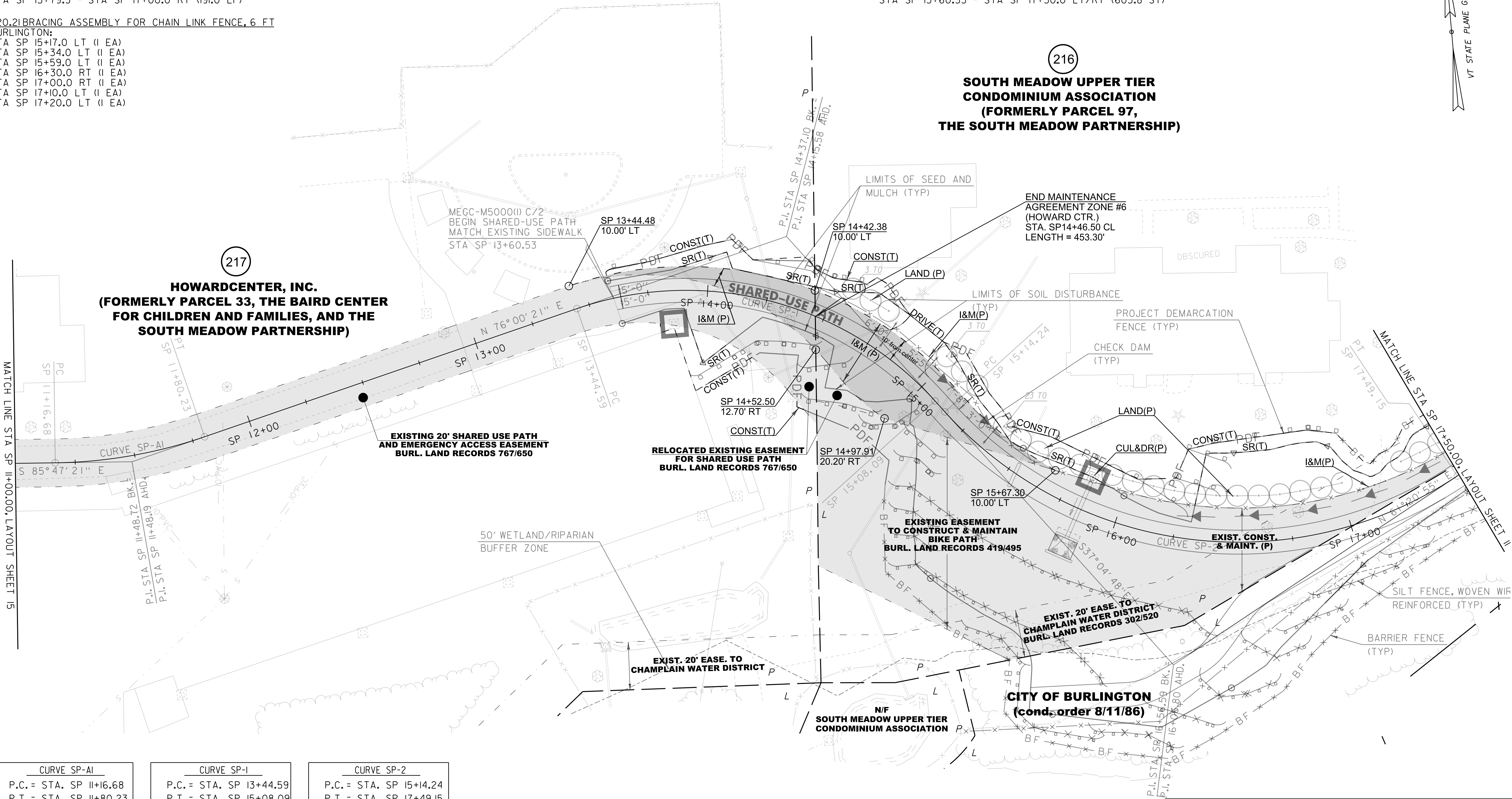
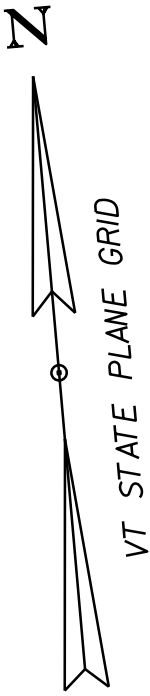
620.12 CHAIN LINK FENCE, 6 FT
BURLINGTON:
STA SP 15+79.5 - STA SP 17+00.0 RT (191.0 LF)
STA SP 14+97.5 - STA SP 17+10.0 LT (212.5 LF)
STA SP 17+20.0 - STA SP 17+50.0 LT (30.0 LF)

620.16 GATE FOR CHAIN LINK FENCE, 6 FT
BURLINGTON:
STA SP 17+10.0 - STA SP 17+20.0 LT (10.0 LF)

900.640 SPECIAL PROVISIONS (SCREENING FENCE, 6 FT.)
BURLINGTON:
STA SP 14+42.0 - STA SP 14+75.5 LT (40.0 LF)

900.640 SPECIAL PROVISIONS (SLIDING GATE FOR CHAIN LINK FENCE, 6 FT.)
BURLINGTON:
STA SP 14+86.5 LT (22.0 LF)

649.11 GEOTEXTILE FOR ROADBED SEPARATOR
BURLINGTON:
STA SP 13+60.53 - STA SP 17+50.0 LT/RT (605.8 SY)



CURVE SP-A1
P.C. = STA. SP 11+16.68
P.T. = STA. SP 11+80.23
Δ = 18°12'18" LT
R = 200.00'
T = 32.04'
L = 63.55'
E = 2.55
e _{max} = N/A

CURVE SP-1
P.C. = STA. SP 13+44.59
P.T. = STA. SP 15+08.09
Δ = 66°54'51" RT
R = 140.00'
T = 92.51'
L = 163.50'
E = 27.81
e _{max} = N/A

CURVE SP-2
P.C. = STA. SP 15+14.24
P.T. = STA. SP 17+49.15
Δ = 81°34'13" LT
R = 165.00'
T = 142.35'
L = 234.91'
E = 52.92
e _{max} = N/A

LINES SHOWN ON THIS PLAN AS EXISTING
PROPERTY LINES P/L ARE BELIEVED TO
BE ACCURATE BUT SHOULD NOT BE RELIED
UPON FOR PURPOSES UNRELATED TO THE
CITY OF BURLINGTON'S ACQUISITION OF LAND
AND RIGHTS FOR THIS PROJECT.

FOR R.O.W.
USE ONLY



PROJECT NAME: BURLINGTON	PLOT DATE: 09-MAR-2018
PROJECT NUMBER: MEGC M 5000(1)	DRAWN BY: A. PROULX
FILE NAME: r87d078lay12.dgn	CHECKED BY: T. POLK
PROJECT LEADER: T. BOHL	SHEET 23 OF 78
DESIGNED BY: CHA	
R.O.W. LAYOUT SHEET 12 OF 39	

MEMORANDUM OF AGREEMENT AND MUTUAL AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

Champlain Water District, a municipal corporation in the County of Chittenden, State of Vermont (hereinafter “CWD”) and the City of Burlington, a Vermont municipality (“City”) hereby enter into this Memorandum of Agreement and Mutual Agreement to Indemnify and Hold Harmless (“Agreement”) for the purposes of delineating the Parties’ respective rights and obligations with respect to CWD’s existing easement that was recorded in the City of Burlington Land Records on March 19, 1984 in Book 302 and Pages 520-521 (“CWD Easement”) and the City’s existing easement that was recorded in the City of Burlington Land Records on July 17, 1990 at Book 419, Pages 492-499 (“City Easement”).

WHEREAS, the CWD Easement grants CWD a permanent 20 foot easement to lay, maintain, repair and replace water transmission lines; consistent with the rights granted to CWD under the CWD Easement, CWD owns, operates, and maintains an existing 24-inch ductile iron waterline that runs from CWD’s Water Treatment Facility toward Shelburne Street in the City of Burlington;

WHEREAS, consistent with the rights granted to the City under the City Easement, the City plans to construct a new 20’ wide shared used path and related improvements (the “Project”) as generally depicted on design and landscape plans or any other plans or drawings that relates to the CWD Easement Area (Exhibit 1) (“Project Plans”), parts of which will occur on the surface in the same location as the CWD Easement, and this Agreement involves only that portion of the Project within the CWD Easement;

WHEREAS, both CWD and the City have an obligation not to unreasonably interfere with the other’s use of CWD’s Easement as authorized in this Agreement;

WHEREAS, the CWD Easement was granted first in time, and therefore the City agrees that CWD’s use of the CWD Easement area takes priority over the City’s use;

WHEREAS, CWD must retain complete easement rights in the CWD Easement area, but agrees that the Project will not unreasonably interfere with its use of the CWD Easement, so long as the following terms and conditions are honored.

NOW, THEREFORE,

1. Acknowledgement of Rights and Agreements.

- (a) The Parties agree that the City may access a portion of the CWD Easement (the “CWD Easement Area”) in the City of Burlington, Vermont as more specifically defined and depicted on the Project Plans for the purposes of:
 - i. Accessing, constructing, maintaining, repairing, and utilizing the Project that will be fully or partially located within the CWD Easement Area in the City of Burlington, and

- ii. CWD agrees that the City may modify the surface of the existing CWD Easement Area as more specifically defined and depicted on the Project Plans, and
- iii. As defined in this section, the Project are those improvements depicted on the Project Plans (Exhibit 1), except that once the Project is built consistent with those plans, the exact specifications of the Project shall be the “as built” condition. Any change from the Project Plans, or after construction from the as-built Project plans, in the CWD Easement Area shall require notice by the City and written approval by CWD as described in Sections 1(b)(vi) and 5.

(b) This Agreement is subject to the following City obligations, whose breach by the City shall be the cause for termination or revocation of this Agreement by CWD:

- i. The City’s shared use path shall not interfere with the CWD infrastructure within the CWD Easement area and access thereto unless as specifically authorized herein;
- ii. Other than as described herein, the ground topography, landscaping, and utilities within the CWD Easement Area shall not be changed in the future without the consent of CWD;
- iii. This Agreement does not authorize the City to use the CWD Easement Area for any future development (such as installation of other utilities, for example).
- iv. The City shall construct, maintain, and operate the shared use path within the CWD Easement Area in a professional and workmanlike manner.
- v. CWD shall not be held liable or responsible for any maintenance or repair of any City infrastructure, including but not limited to; bituminous pavement, landscaping, guardrails, stormwater infrastructure, etc. in the event CWD needs to access, construct, maintain, or repair CWD’s existing 24-inch ductile iron waterline.
- vi. The City shall give CWD notice a minimum of five (5) business days prior to any construction work within the CWD Easement Area; in the event of an emergency, the City shall give notice as soon as practicable.

- vii. The City shall provide CWD with the as-built Project plans within 90 days of completing Project construction in the CWD Easement Area.
- viii. The City and CWD shall meet weekly when the City prepares to perform work in the CWD Easement Area and when the City constructs the Project within the CWD Easement Area.

(c) This Agreement is also subject to the following CWD obligations:

- i. If CWD anticipates that it will be necessary to disturb or damage the shared-use path or any related infrastructure in using the CWD Easement, it shall provide at least 30 days' notice to the City before commencing work, provided that if it is impractical to provide such notice due to unusual circumstances, CWD shall provide as much notice as is reasonably practical.
- ii. In performing any activities authorized by the CWD Easement, CWD shall not permanently change the ground topography or landscaping within the area of the Project without the consent of the City. Upon completion of any ground disturbance work, CWD agrees to return the surface topography to its pre-existing state, and to return the subsurface to the pre-existing state so it is suitable for any necessary paving work, which paving work will be the responsibility of the City under Paragraph 1(b)(v) above. If CWD is in breach of the requirements of this subsection, it shall be responsible for all costs incurred to return the subsurface to a suitable state for placing subbase and paving.

(d) Should either Party believe the other Party to be in breach of this section, that Party shall provide notice to the other. Within fifteen (15) days of that notice, the Parties shall meet to attempt in good faith to resolve the matter through negotiated settlement or mediation. Neither party shall file any litigation arising from or relating to this Agreement without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that nothing herein shall prevent either party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

2. Non-disturbance. Other than as authorized herein, the City shall not interfere with CWD's Easement and CWD will not interfere with the City's Project.

3. Indemnification and assumption of risk.

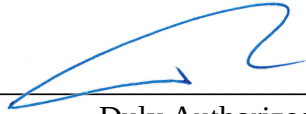
- (a) The CWD Easement Area and other CWD property are not warranted, promised, or guaranteed by CWD to be suitable or safe for any of the City's use of CWD's

Easement Area described herein. The City has had the opportunity to inspect the Licensed Area and freely acknowledge the property is in “AS IS” condition and waives any warranties, implied or express, whatsoever.

- (b) Other than as expressly set forth in this Agreement, the City assumes all costs arising out of Project activities.
 - (c) The City shall defend, indemnify, and hold harmless CWD for any claims, damages, or liability arising out of the City’s use of the CWD Easement Area.
 - (d) Other than as expressly set forth in this MOU, CWD assumes all costs arising out of the activities authorized by the CWD Easement. CWD shall defend, indemnify, and hold harmless the City for any claims, damages, or liability arising out of CWD’s use of the CWD Easement.
4. Cancellation/Termination. If either Party, its successors or assigns, no longer desires to operate within the CWD Easement Area as described herein, it shall provide notice to the other Party and, upon such notice, the other Party shall have the right to terminate this Agreement and all obligations imposed on it hereunder. If the City permanently ceases operating within the CWD Easement Area, the City shall, at its own cost, remove all infrastructure associated with its use of the CWD Easement Area. The City shall coordinate with CWD prior to performing such work.
5. Notices. Copies of any notices required or contemplated by this Agreement shall be delivered as follows.
- | | |
|---------------------------------|---|
| Notices for CWD shall go to: | Joe Duncan, General Manager
Champlain Water District
403 Queen City Park Road
South Burlington, VT 05403 |
| Notice to Licensee shall go to: | Norm Baldwin, City Engineer
City of Burlington
645 Pine St, Suite A
Burlington, VT 05401 |
6. Amendments/Modifications: No amendment or modification of this Agreement is effective unless the amendment or modification is in writing and signed by the duly authorized agents of each Party.
7. Miscellaneous: This Agreement shall be interpreted in accordance with the laws of the State of Vermont. Nothing in this Agreement is intended by the Parties to expand either Party’s legal rights or abridge, amend, or materially alter either Party’s legal authority or responsibilities, except as expressly set forth herein. The Parties agree that no right, remedy, or benefit shall be conferred by this Agreement on any third party. Neither this Agreement nor an abstract or memorandum of it shall be recorded in the official records.

Signed this 2nd day of April, 2024.

CHAMPLAIN WATER DISTRICT

By:  _____
Duly Authorized Agent
Joseph Duncan, General Manager

Signed this ____ day of April, 2024

CITY OF BURLINGTON

By: _____
Duly Authorized Agent

Board of Finance and City Council Submission ChecklistDepartment: Public Works Submitter: Norman BaldwinTitle/Subject: Champlain Parkway-City of Burlington and Champlain Water District MOA

	Approval:	Meeting Date:
☒	Board of Finance	4/9/2024
☒	City Council	4/15/2024
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/2/2024	Chapin Spencer
Mayor's Office informed and approved memo	N/A	Click or tap to enter a date.	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/2/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/2/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	MOA
Additional Materials, if necessary	Yes	5 reference documents
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	BOF



OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

MEMORANDUM

TO: Board of Finance and City Council

FROM: Darlene Bayko, Assistant Director of Finance

DATE: April 15, 2024

RE: Approval to Execute Master Lease

Overview

On March 12, 2024, the City of Burlington sent out a Request for Proposals (“RFP”) to solicit proposals from qualified firms to enter into a capital lease agreement (the “Lease”) in the amount of \$1,092,704 for the financing of various fleet purchases which were approved July 18, 2022 & June 20, 2023 by the Board of Finance and City Council. As the motion for that fleet purchase said at the time, financing would be determined by the Clerk/Treasurer’s Office “at a rate not to exceed 5% and a term of up to 7 years.” We now are bringing to the Council those financing terms.

The City determined that the leased assets had a useful life of seven years and the finance term may not exceed the useful life of such asset. The terms of the financing are summarized and are shown in Appendix A attached.

A complete detailed list of proposed Fleet to be leased is shown in Appendix B is attached. Please note that the lease payments will be covered under Water Resources and Recycling.

RFP Process

The RFP was posted to the City’s website, and we sent emails to several reputable leasing companies across the United States. The City received bids as required by the April 1, 2024 deadline from the following firms: Bank Funding, LLC, JP Morgan Chase Bank, NA, M&T Bank, and NBT Bank.

As shown in Appendix A (Attached), we received four bids that were deemed responsive: the lowest bid was \$1,242,200 from NBT Bank followed by M&T Bank \$1,257,934 then BankFunding, LLC for \$1,260,723, and J.P. Morgan Chase for \$1,265,160.

Recommendation

We recommend awarding the contract to the lowest bidder, NBT Bank. Although the City has not worked with NBT previously, we welcome the opportunity.

MOTION:

Board of Finance:

To approve and recommend that the City Council authorize Katherine Schad, Chief Administrative Officer, or designee to execute a Tax-Exempt Lease Purchase with NBT Bank for the amount \$1,092,704 with an annual payment of \$177,454 to be paid out of Water Resources, and Recycling Budgets within the approved Fiscal year 2024 Budgets subject to review by the City Attorney's Office.

City Council:

To approve and authorize Katherine Schad, Chief Administrative Officer, or designee to execute a Tax-Exempt Lease Purchase with NBT Bank for the amount of \$1,092,704 with an annual payment of \$177,454 to be paid out of Water Resources and Recycling Budgets within the approved Fiscal Year 2024 Budgets subject to review by the City Attorney's Office.

Appendix A
City of Burlington, Vermont
Capital Lease Financing
RFP Summary 2024

	BankFunding, LLC	J.P. Morgan		M&T Bank	NBT Bank	
Financed Amount	\$1,092,704	\$1,092,704		\$1,092,704	\$1,092,704	
Term	7 years	7 years		7 years	7 years	
Interest Rate	4.64%	4.60%		4.408%	4.00%	
Total Cost	\$1,260,723	\$1,265,160		\$1,257,934	\$1,242,200	
Payments	Fourteen (14) variable payments, payable semi-annually, first payment due 6/1/2024	Fourteen (14) payments of \$90,368.59, payable semi-annually, first payment due 6/1/2024		Fourteen (14) level payments of \$89,852.42 payment semi-annual, first payment 6/1/2024	Fourteen (14) payments of \$88,728.57, payable semi-annually, first payment due 6/1/2024	
Prepayments	Will have the option to pre-pay the remaining lease balance on any payment date after the first anniversary for 102% of the remaining balance.	Financing may be prepaid in whole, but not in part, prior to maturity on any payment date, with 30 days prior written notice. Payment may be subject to a fixed rate/ "make whole" break funding charge.		Provided there are no events of default Lessee may prepay all, but not less than all, of the lease on any lease payment date for an amount equal to the then remaining principal balance	None	
Notes	In order to hold the interest rate through the date of funding into escrow, Lessee must notify Lessor that the Lessor is the apparent winner of the bid by April 8, 2024. If notice is not received by April 8, 2024, or if funding does not take place by May 8, 2024, the Lease Rate and Lease Payment Amounts may be adjusted up or down in accordance with 79% of any change in 3-year SOFR swap rate	The interest Rate and Payment quoted herein are based on current market rates as indicated by th 4 year SOFR Interest Rate Swap ("Index Rate"), which was 4.086% as of March 29, 2024. For every change in the Index Rate an adjustment will be made to the Interest Rate and Payment in order to maintain Lessor's economics. The final Interest Rate and Payment will be agreed to prior to		M&T does not typically obtain a formal credit approval until after a lease has been awarded.	Origination Fee due at closing: Bank standard 1/4 Point Fee based on Loan Amounts WAIVED! Pricing to be held for 60 days from the date of the term sheet.	

Prepared by Darlene Bayko, Assistant Director of Finance

Appendix B
CITY OF BURLINGTON, VERMONT

FISCAL YEAR 2024 CAPITAL LEASE COST ESTIMATES

RECYCLE	G03	INTERNATIONAL	HV607	RECYCLING TRUCK	\$299,145
STORMWATER	SW02	FORD	MAVERICK	DISTRIBUTION	\$26,523
WATER	Z01	FORD	E-TRANSIT	CARGO VAN	\$56,746
				FLAT BED W AIR	
WATER	Z20	FORD	F550	COMPRESSOR	\$65,897
WATER	ADDITION	GEM	ELXD	FLUSHING UNIT	\$27,347
WATER	ADDITION	FORD	MAVERICK	DISTRIBUTION	\$26,523
WATER	WR01	NISSAN	LEAF	SHARED	\$29,312
			RAM PROMASTER		
POLICE		DODGE	2500	CARES VAN	\$84,995
RECYCLE	G02	INTERNATIONAL	HV607	RECYCLING TRUCK	\$276,921
WATER	Z13	FORD	F350	ONE TON TRUCK	\$58,940
WATER	Z13V	VERMEER	ECO25	VAC UNIT	\$32,324
WATER	Z312	FORD	F550	SERVICE TRUCK	\$108,031
FY24 TOTAL					<u>\$1,092,704</u>

Board of Finance and City Council Submission ChecklistDepartment: Clerk Treasurer Office Submitter: Darlene BaykoTitle/Subject: Fiscal Year 2024 Fleet Master Lease Approval

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	4/15/2024

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/9/2024	Katherine Schad
Mayor's Office informed and approved memo	N/A		Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/9/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/9/2024	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Appendix A & B
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

City of Burlington Capital Program

CT Office | DPW | BPRW | I&T | BCA | CEDO | Public Safety



MEMORANDUM

To: Board of Finance & City Council

Fr: Ashley Parker, Capital Program Director

Cc: Brian Pine, CEDO Director
Joseph Turner, City Assessor
Katherine Schad, CAO

Re: FY23 City of Burlington TIF District Reports to the Vermont Economic Progress Council (VEPC)

Date: April 15, 2024

Under state law, the City is required to report annually on the status of its two Tax Increment Financing (TIF) districts. City staff have worked interdepartmentally, with VEPC and the Vermont Department of Taxes to compile these reports. We are now certifying to the municipal legislative body (City Council) the amount by which the value within the stated fiscal year within each of our two tax increment financing (TIF) districts has increased or decreased relative to the original taxable value (OTV) for each of the respective districts and that the information provided in the reports represent true and accurate statements. Having thus certified and presented these reports to Burlington's municipal legislative body as required by law, we will then execute the certification forms which are included in the materials provided with the attached Waterfront TIF District and Downtown TIF District reports for FY23. These reports will next be certified and submitted by Mayor Mulvaney-Stanak to VEPC on or before May 1, 2024. Please do not hesitate to contact us with any questions or concerns.



Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

VEPC Staff Contact Information:
Angie Farrington, (802) 461-6421, angela.farrington@vermont.gov

Reports are due on or before January 1, 2024
Please submit reports to accd.vepctifannualreport@vermont.gov
Please submit GL22 TIF Proceeds Report with the District Annual Report

I. District Information:

Municipality & District **Burlington: Waterfront TIF District**

Reporting Period: **July 1, 2022 - June 30, 2023**

Name of Person Completing Report **Ashley Parker**
Title **Capital Program Director**
Email Address **aparker@burlingtonvt.gov**
Telephone **802-734-0292**
Date Report Completed **12/29/2023**

Grand List Year: **2022**

NOTE: All information reported on this form by the municipality must be for the Reporting Period and Grand List Year identified above.

II. TIF District Data:

Base Data (Original Taxable Value)		1996 Value	2010 Value	2 Parcels	All Others
Municipal		\$ 42,412,900	\$ 122,127,620	OTV Total Acres 0.31	104.91
Homestead- Education		\$ 1,728,200	\$ 18,908,100	OTV Total Parcels 2	111
Non Residential- Education		\$ 40,684,700	\$ 103,219,520	Parcel Information (All Parcels)	
Total Education		\$ 42,412,900	\$ 122,127,620		
Taxable Values as of April 1		Cherry St - 2 Parcels	Full District	Current Acres	104.47
Municipal		\$ 30,297,700	\$ 151,817,800	Current Parcels	109
Commercial 120% Surcharge		\$ 2,805,800	\$ 12,324,860	Tax Rates Applied to the April 1 Grand List	
Homestead- Education			\$ 25,439,100		
Non Residential- Education		\$ 30,297,700	\$ 126,095,732		
Total			\$ 151,534,832		
Increase (Decrease) in Taxable Values (auto-calculated)		From 1996 Value	From 2010 Value	List Special Municipal Tax Rates	
Municipal		\$ 79,714,720	\$ 59,987,880		
Homestead- Education		\$ 17,179,900	\$ 6,531,000		
Non Residential- Education		\$ 62,534,820	\$ 22,876,212		
Total Education		\$ 79,714,720	\$ 29,407,212		
TIF Increment Revenue Retained for Reporting Year*					
Municipal		\$ 775,134			
Commercial 120% Surcharge		\$ 87,285			
DID Lump Sum		\$20,880.33			
Homestead- Education		\$ 306,688		Total Special Municipal Tax Rates	
Non Residential- Education		\$ 1,118,955			
Total Education		\$ 1,425,643		Total Municipal (General Fund) & Special Rates	
Total TIF Revenue		\$ 2,308,941			

*Provide VEPC with documentation of the calculation of increment.

Other TIF Fund Income				
	Source	Education	Municipal	Total
1		\$ -	\$ -	\$ -
2				\$ -
3			\$ -	\$ -
4			\$ -	\$ -
5			\$ -	\$ -
Total:		\$ -	\$ -	\$ -

Changes to Individual Parcels		
	SPAN Number	Describe Change
1	114-035-14455	Added and elevator that was not previously accounted for
2	114-035-14861	Valuation methodology was changed due to property use
3	114-035-20755	Rental and vacancy rates were adjusted
4	114-035-20792	Small adjustment due to a calculation error
5	114-035-20808	Small adjustment due to a calculation error
6	114-035-52634	Rental and vacancy rates were adjusted

Additional Information

III. Votes and Financing:

Public Vote Information. Check the appropriate box. Make sure to provide the date if information has been submitted to VEPC.

- ☐ No public votes or debt obligations occurred during this reporting period.
- ☒ Yes there were public votes and/or debt obligations during this reporting period.
- ☒ Vote and debt obligation documents were submitted to VEPC. (Enter date submitted)
- ☐ Vote and debt obligation documents are uploaded with this report.

Date Submitted: 9/11/2023

Debt Instruments									
Infrastructure and Debt	Term in Years	Period (ie. 1/1/2016-12/31/2026)	Interest Rate	Principal	Interest	Total	Total Payment for Reporting Period	Remaining Principal Balance	Date Approved by Voters
Existing Debt:									
1 Waterfront Renovation Project (Interfund Transfer - Bike Path & Waterfront North)	10	2014 Series B (2014-2024)	4.28%	\$ 7,800,000	\$ 1,143,738	\$ 8,943,738	\$ 840,743	\$ 1,560,000	11/6/2012 + 3/4/2014
2 Moran Redevelopment	10	2014 HUD Sec 108 10 Years (2015-2025)	5.00%	\$ 2,091,000	\$ 185,694	\$ 2,276,694	\$ 208,484	\$ 563,000	3/4/2014
3 Waterfront Fishing Pier	5	2016B COPS 5 Years (2015-2021)	5.00%	\$ 143,489	\$ 17,959	\$ 161,448			2006
4 Lakeview , College, Westlake Garage	9	2016A COPS 9 Years (2016-2024)	5.00%	\$ 5,145,000	\$ 1,098,078	\$ 6,243,078	\$ 594,375	\$ 1,125,000	2006
General Obligation Waterfront Tax Increment Bond Series 2018E	8	11/28/2018-5/1/2025	5.00%	\$ 745,000	\$ 119,180	\$ 864,180	\$ 130,480	\$ 245,000	3/4/2014
5 Series 2018C - Burlington Harbor Marina, ECHO	8	11/28/2018-5/1/2025	5.00%	\$ 405,000	\$ 76,106	\$ 481,106	\$ 75,000	\$ 135,000	3/4/2014
6 New Moran Inc. \$3,559,000; BTC Public Improvement \$801,000	6	Series 2019 12/20/2019-06/30/2025	2.61%	\$ 4,360,000	\$ 573,369	\$ 4,933,369	\$ 248,690	\$ 3,850,273	3/4/2014
New Debt:									
Example: Main Street Lights - General Obligation Bond	11	1/1/2016-12/31/2025	5.60%	\$ 3,250,000	\$ 500,000	\$ 3,750,000	\$ 340,909	\$ 2,950,000	
7 City Place Burlington, \$18,840,000; Series 2023									11/1/2016
8									
Total				\$ 20,689,489	\$ 3,214,124	\$ 23,903,613	\$ 2,097,772	\$ 7,478,273	

Annual Debt Service

Principal Paid	\$ 1,821,636
Interest Paid	\$ 276,135
Fees/Other Costs Paid	\$ -
Total Paid	\$ 2,097,772

Refinancing. Was any portion of TIF District debt refinanced during this reporting period?

- ☐ No
- ☐ Yes, please provide details.

Direct Payments: Enter the total amount of any TIF direct payments made during this period.

\$ -

Date Approved by Voters:

Additional Information

The City closed on financing in the form of a Note in June 2023. As a result, the City does not have an amortization schedule as of yet. Attached to this report is a Memo from the City's Bond Counsel that details this financing tool, including how it serves as an indebtedness tool and which types of expenses are eligible for reimbursement. Also attached to this memo is another memo that was provided to VEPC in March 2023 to describe this financing tool and the City's overall financing plan for the remaining projects in this District.

IV. Improvements and Funding:

Improvement Expenditures				
Name of Improvement	Of the Total Expenditure listed:		Total Improvement Expenditure for this report period	
	The amount paid with TIF Revenues	The amount paid with Non-TIF Revenues		
1 Bike Path				
Completed in FY17.	\$ -	\$ -	\$ -	
2 Waterfront Access North				
Completed in FY19.	\$ -	\$ -	\$ -	
3 Waterfront Park Upgrades				
Completed in FY19.	\$ -	\$ -	\$ -	
4 Moran Building				
The City cut the Ribbon on the Moran Frame project in November 2022, opening this new park, anchored by the distinctive tiered-shape of the Moran structure, to the public for the first time and completing the transformation of the northern waterfront. Completion of construction included final site work with a network of gravel paths and grassy areas, distinctive lighting, safety signage, the return of the original, "City of Burlington" letters and interpretive panels available in the City's top ten languages via a QR code. There is a small amount of remaining work for FY24 to close out the Environmental Reporting.	\$ 71,288	\$ -	\$ 71,288	
5 Lake Champlain Community Sailing Center				
Completed in FY18.	\$ -	\$ -	\$ -	
6 Burlington Harbor Marina				
Completed in FY19.	\$ -	\$ -	\$ -	
7 ECHO Sustainability Park				
Completed in FY19.	\$ -	\$ -	\$ -	
8 Cherry & Bank Street Streetscape Improvements (Street improvements to the City's "Great Streets" standards for six blocks of public rights of way on Cherry Street (from Battery to Church Street) and Bank Street (from Pine to Church Street))				
In FY 22 an Amended Development Agreement executed. Design advancement for the Streetscape improvements has resumed. Construction to start FY 2024 (see additional comments in Current TIF Activity at the end of Section V of this report)	\$ -	\$ -	\$ -	
9 St. Paul Street Extension (Acquisition and construction of St. Paul Street, creating new blocks of City Public rights of way).				
In FY 22 an Amended Development Agreement executed. Design advancement for the Streetscape improvements has resumed. Construction to start FY 2024 (see additional comments in Current TIF Activity at the end of Section V of this report)	\$ -	\$ -	\$ -	
10 Pine Street Extension (Acquisition and construction of Pine Street, creating new blocks of City Public rights of way).				
In FY 22 an Amended Development Agreement executed. Design advancement for the Streetscape improvements has resumed. Construction to start FY 2024 (see additional comments in Current TIF Activity at the end of Section V of this report)	\$ -	\$ -	\$ -	

Total	\$	71,288	\$	-	\$	71,288
				Check	\$	71,288

Sources of Non-TIF Revenues		Total Amount Secured for Each Source	Total Amount Spent to Date	Total Amount Spent this Period	Closed
1	VT Trans Revenue	\$ 2,500,000	\$ 2,500,000	\$ -	X
2	VT Sales Tax Reallocation	\$ 229,498	\$ 229,498	\$ -	X
3	Developer's Payment	\$ 144,037	\$ 144,037	\$ -	X
4		\$ -	\$ -	\$ -	☐
5		\$ -	\$ -	\$ -	☐
6		\$ -	\$ -	\$ -	☐
7		\$ -	\$ -	\$ -	☐
8		\$ -	\$ -	\$ -	☐
Total		\$ 2,873,535	\$ 2,873,535	\$ -	
Non-TIF Revenues Reported under Improvement Expenditures				\$ -	

Related Costs					
	List and describe the related cost(s)	Vendor	The amount paid with Education Revenue	The amount paid with Municipal Revenue	Total Cost for this report period
1	Municipal Staff Time and Benefits	Community & Economic Development Office (CEDO)	\$ -	\$ 74,074	\$ 74,074
2	Professional Consultant Services	See attached Prof & Consult Vendor Breakdown	\$ 189,965	\$ 117,707	\$ 307,672
3	State Audit Expenses	State Auditor's Office	\$ 147,402	\$ 91,334	\$ 238,736
4			\$ -	\$ -	\$ -
5			\$ -	\$ -	\$ -
Total			\$ 337,367	\$ 283,115	\$ 620,482
				Check	\$ 620,482
				Check	\$ -

V. Performance Indicators:

Standard

Real Property Development		
1	Burlington Harbor Marina	
	Burlington Harbor Marina (75 Penny Lane) - public parking improvements and public infrastructure were built in support of this private development project - the property became taxable for the April 1, 2020 Grand List	\$786,900
2	ECHO	
	ECHO (1 College St) - tax exempt property - project completed and reported FY 2020	\$15,200,600
3	Lake Champlain Community Sailing Center	
	Lake Champlain Community Sailing Center (505 Lake St) - tax exempt property - project completed and reported FY 2018	\$2,563,500
4	Moran Frame	
	Moran Frame (475 Lake St) Phase 1A completed its finishing touches in FY 2023 - a tax exempt City property, operated by the Department of Parks and Recreation - Benefit to the City and the State come in the form of increased enhancement of the City's Waterfront - translating to tourist dollars (tax revenues to include Rooms and Meals tax, etcetera), and increased property values throughout the City and the County by virtue of the vitality of the City's Waterfront	\$2,262,400
CityPlace Real Property Development		
5	Phase 1: CityPlace, Retail, Parking, & Storage:	
	(130 Cherry St) During this reporting period, CityPlace Partners began site work and construction of the foundation/podium for the South Tower. As part of this scope of work, the subsurface utilities and footings were installed and the foundation/podium was completed. Just after this reporting period closed, the steel was erected and vertical construction on the South Tower got underway.	

6	Phase 1: CityPlace Residential/ Housing:	
	(130 Cherry St) During this reporting period, CityPlace Partners began site work and construction of the foundation/podium for the South Tower. As part of this scope of work, the subsurface utilities and footings were installed and the foundation/podium was completed. Just after this reporting period closed, the steel was erected and vertical construction on the South Tower got underway. CPP has shifted the uses on this site to include about 30 housing units and a hotel along with ground floor retail and a portion of the public parking to be located in the public parking garage. Exact housing unit and hotel room counts are yet to be determined.	\$10,970,200
7	Phase 2: Hotel:	
8	Phase 2: Residential/ Housing:	
9	Phase 2: Retail & Parking:	
Total		\$31,783,600

Employment Opportunities	
Completion of the City's 2012 and 2014 TIF projects has directly spurred activity and vibrancy at Burlington's Waterfront (now one of the State's top tourist destinations). New businesses along Lake Street, Battery Street and Cherry Street now thrive in locations where previously no economic activity was occurring at all (potentially next years report will provide actual data updates for this project).	

Additional Information	
The above reported properties constitute active development of the Waterfront TIF District which has taken place (and/or will potentially take place) under the City's Waterfront TIF District Reconciliation Plan. Development activity which took place within the Waterfront TIF District during the years prior to the adoption of the reconciliation plan has been otherwise documented in other sources and reports. Further details concerning the advancement of the CityPlace Partners project is provided in Current TIF Activity at the end of Section V of this report. That project commenced construction midway through FY 2023 and projects a Grand List assessment of \$120 million on the main parcel (with an additional future phase of development projected for the two smaller parcels). Further details will be provided as part of the City's upcoming Substantial Change Request for the Waterfront TIF District in early 2024.	

Mandated

Jobs at June 30, 2021						
	NAICS Code	Increase or (Decrease)	Previous Location (if known)		NAICS Code	Increase or (Decrease)
1	11			11	53	
2	21			12	54	
3	22			13	55	
4	23			14	56	
5	31-33			15	61	
6	42			16	62	
7	44-45			17	71	

8	48-49	6	
9	51		
10	52		

18	72		
19	81		
20	92		
Total Jobs Increase (Decrease)			6

Identify Source/Method for Obtaining Jobs Information

See the attached report. Burlington staff used State data-bases to generate district-wide estimates - thereby offering employment numbers with high and low estimates for each entity in the various sectors. We then utilize the median each sector to populate this table and gauge total growth.

Vermont Firms						
Name of Vermont Firm		Total amount of work performed		Name of Vermont Firm		Total amount of work performed
1	White & Burke	\$ 149,948		11		\$ -
2	Downs Rachlin Martin	\$ 90,356		12		\$ -
3	Paul Frank & Collins, Inc.	\$ 10,139		13		\$ -
4	State of Vermont	\$ 238,736		14		\$ -
5	VEPC	\$ 4,930		15		\$ -
6	DEW	\$ 52,642		16		\$ -
7	Freeman French Freeman	\$ 8,702		17		\$ -
8	VHB	\$ 8,949		18		\$ -
9	Sammel Group Inc.	\$ 995		19		\$ -
10		\$ -		20		\$ -
				Total Amount of Work Performed		\$ 565,396

Additional Information

TIF District Specific

Transportation Enhancements: proposed new transportation enhancements for the district are under construction as the CityPlace project moves forward. Over \$30M in federal grant funds were secured by the City to augment the TIF-funded improvements. All together, over \$50M in transportation enhancements will be completed as a result of the CityPlace project along with related efforts to upgrade the surrounding public infrastructure.

Affordable Housing Development: CityPlace Partners have chosen to meet the requirements of both the State of VT Priority Housing for Act 250 exemption and the City's Inclusionary Zoning with affordable housing incorporated into the same residential buildings as the market-rate housing.

Moran Frame involves the City addressing removal of decommissioned Generating plant with Brownfields remediation, and creation of a new City Park public facility as the final element of redeveloping the City's northern waterfront. This new public asset will serve as an attraction for locals and tourists.

Housing Changes (optional)			
	Affordable Housing	Market Rate Housing	Total
New	0	0	0
Eliminated	0	0	0

Net Total	0	0	0
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Unforeseen Events: Please describe any unforeseen events (such as flooding) that have impacted the TIF District, its improvement projects, or private developments. Also detail how the municipality is working through those challenges.

An unforeseen event with respect to the affordable housing aspect of CityPlace has required significant effort by the City. As noted in this report, CityPlace Partners shifted their plans for creating the required affordable housing in a fairly major way: they will meet the requirements of both the State of VT Priority Housing for Act 250 exemption and the City's Inclusionary Zoning with affordable housing incorporated into the same residential buildings as the market-rate housing. In addition, the program has evolved to include the development of at least one and very possibly two hotels. This requires amendments to both the zoning permit and the Amended and Restated Development Agreement (ARDA) 2.0.

Current TIF District Activity: Please provide details regarding FY24 activities. This can include updates regarding specific projects, potential substantial change requests, etc.

Transportation Enhancements: proposed new transportation enhancements for the district are under construction as the CityPlace project moves forward. Over \$30M in federal grant funds were secured by the City to augment the TIF-funded improvements. All together, over \$50M in transportation enhancements will be completed as a result of the CityPlace project along with related efforts to upgrade the surrounding public infrastructure.

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Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

ACTUALS - VALUE/INCREMENT/REVENUES					1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
					(GL 2012) (GL 2013) 07/2014-06/2015 (GL 2014) (GL 2015) (GL 2016) (GL 2017) (GL 2018) (GL 2019) (GL 2020) (GL 2021) (GL 2022) (GL 2023) (GL 2024)																										
Non TIF Revenues			Total Secured	Total Expensed																											
Returned TIF to VT (Gilabane)			\$ (163,177)	\$ (163,177)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(163,177)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
VT Trans Revenue			\$ 2,500,000	\$ 2,500,000	\$ -	\$ 500,000	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ 750,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
VT Sales Tax Reallocation			\$ 229,498	\$ 229,498	\$ -	\$ -	\$ 159,653	\$ -	\$ 69,845	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Developer's Payment			\$ 144,037	\$ 144,037	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144,037	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
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Total Other Sources			\$ 2,710,358	\$ 2,710,358	\$ -	\$ 500,000	\$ 409,653	\$ 250,000	\$ 69,845	\$ 144,037	\$ 750,000	\$ 250,000	\$ 86,823	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -		
Check			\$ 2,710,358	\$ 2,710,358																											
			Check	\$ 5,468,752																											
Other TIF Fund Income			Total All Years																												
Interest Earnings (Education)			\$ -																					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interest Earnings (Municipal)			\$ -																					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Interest Earnings			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
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Total:			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

10/14



Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

NOT APPLICABLE AT THIS TIME FOR BURLINGTON WATERFRONT TIF DISTRICT.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

TO: Jessica Hertblen, Executive Director, Vermont Economic Progress Council (VEPC)

FROM: Brian Pine, CEDO Director

DATE: March 27, 2024

RE: Waterfront TIF District 2023 Annual Report supplemental materials

This memo and the attached file is in response to your request for more information about the history and outcomes of the Waterfront TIF (WTF TIF) District since it was created in 1996.

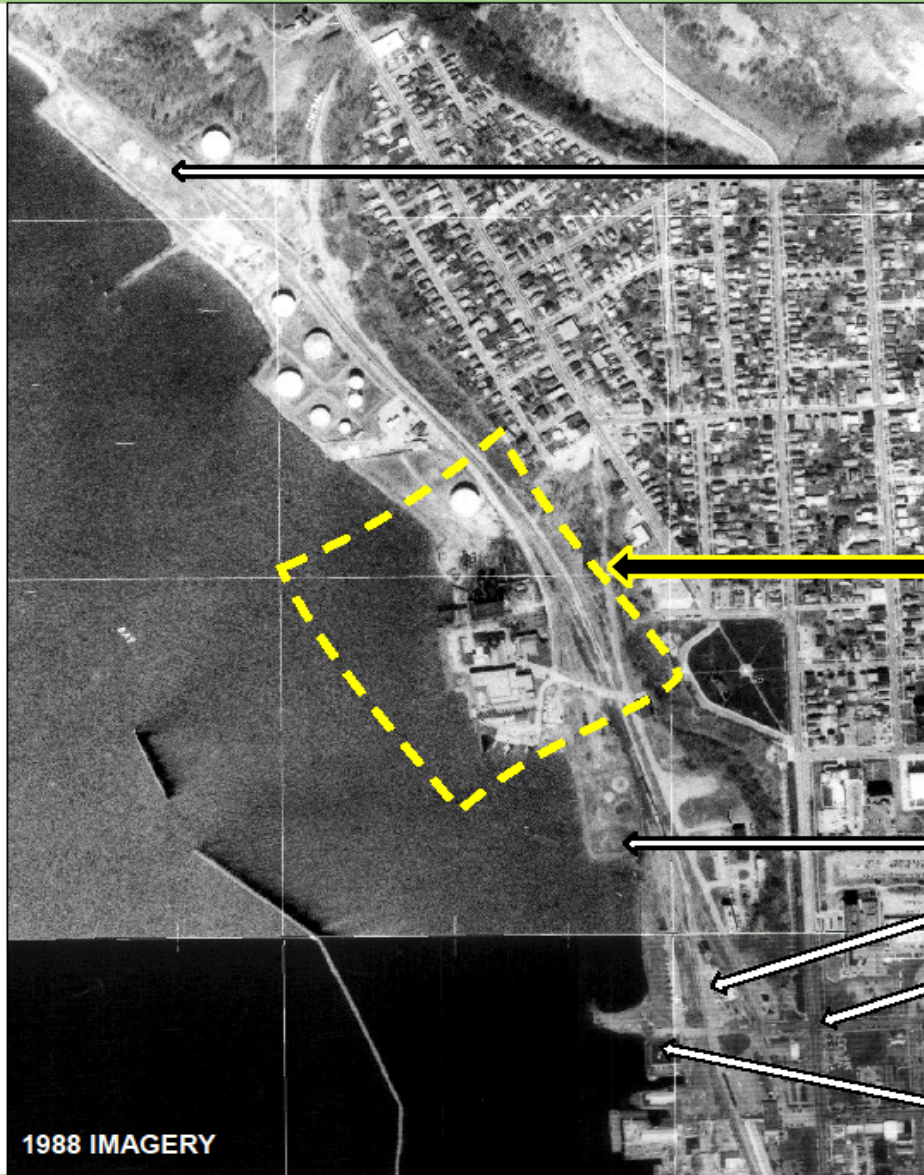
As Vermont's first TIF District, since 1996 the City has made strategic investments in the Waterfront District including public infrastructure upgrades and parking garage additions to stimulate the market for residential development, along with commercial, retail and office market segments. The Original Taxable Value of this District in 1996 was \$42,412,900 and is projected to reach \$146,311,032 when the main portion of the District closes in 2025.

With the passage of Act 134 (effective May 25, 2016), the General Assembly amended § 18 of Act 134 (2013) for three specific parcels within the Burlington WTF TIF District, extending the periods for the District to incur debt to June 30, 2021 and retain municipal and education property taxes to June 30, 2035, subject to meeting certain benchmarks which were met. This extended District is expected to generate an additional \$115,000,000 in taxable value from the redevelopment of CityPlace and an additional \$60,000,000 from so-called Phase 2 expected on the remaining land from the three parcels that were extended by the legislature. This is expected to bring the total value in the district to \$320 million by 2029. All together, the City has invested \$28,127,135 in public improvements to stimulate growth and development described in this material.

The infrastructure improvements to Lake Street, the Westlake Garage, and the Lakeside Parking Garage have encouraged business growth. Private "anchor projects" include the Courtyard Marriott Hotel, Westlake Residential (34 condos), Hotel Vermont, a major new office and retail building on Lake Street, and 16 residential condos and 40 residential units of affordable housing also along Lake Street. The massive TIF-funded public improvement project linked to City Place, represents a once-in-a-generation investment to reconnect the heart of our downtown 50 years after the devastating impacts of Urban Renewal.

Other TIF District outcomes include:

- Acquisition and upgrade of Urban Reserve (North 40)
- 29 units of market rate housing at 200 and 216 Lake Street



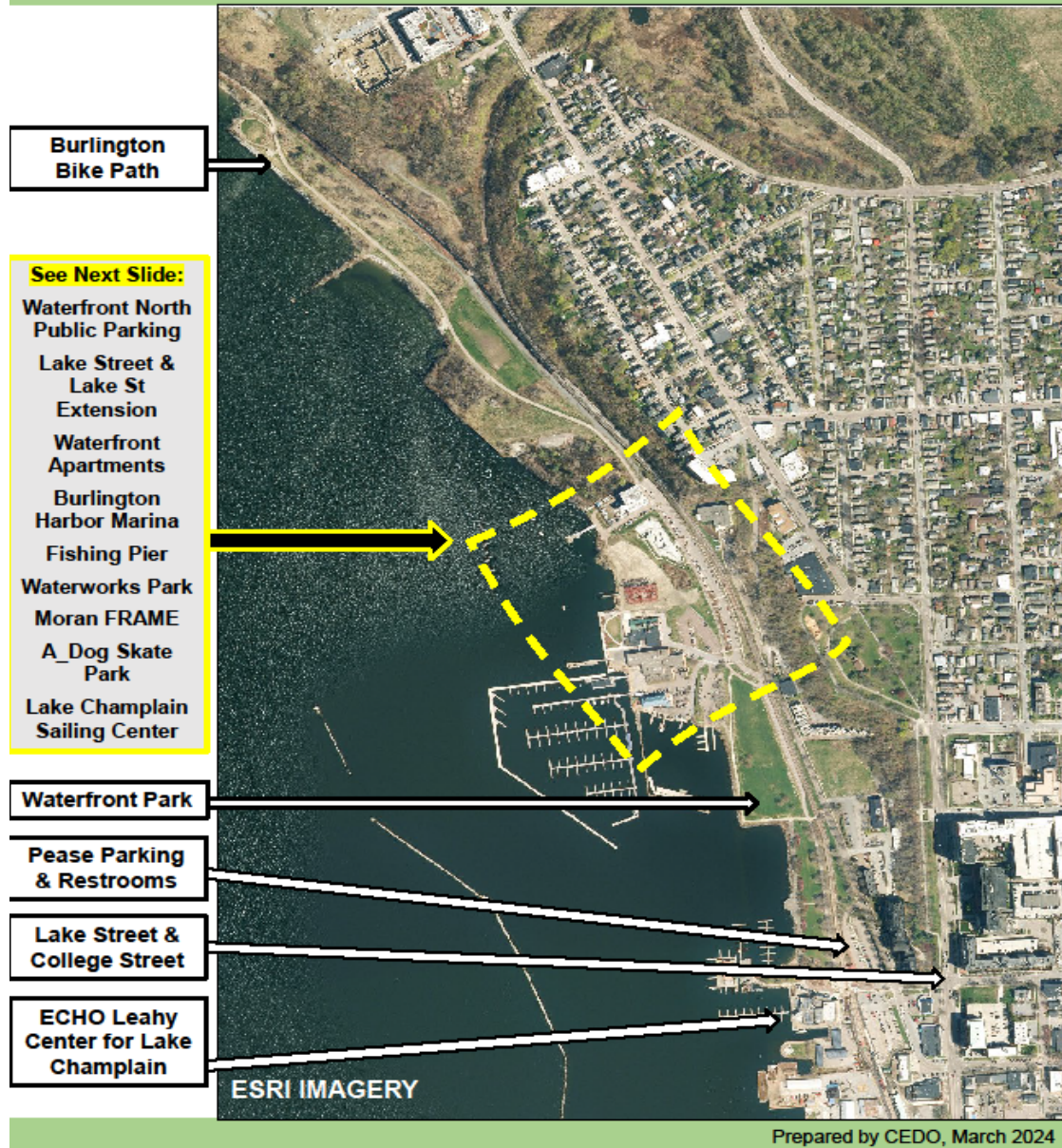
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Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

VEPC Staff Contact Information:
Angie Farrington, (802) 461-6421, angela.farrington@vermont.gov

Reports are due on or before January 1, 2024
Please submit reports to accd.vepctifannualreport@vermont.gov
Please submit GL22 TIF Proceeds Report with the District Annual Report

I. District Information:

Municipality & District	Burlington: Downtown TIF District	Reporting Period:	July 1, 2022 - June 30, 2023
Name of Person Completing Report	Ashley Parker	Grand List Year:	2022
Title	Capital Program Director		
Email Address	aparker@burlingtonvt.gov		
Telephone	802-734-0292		
Date Report Completed	12/29/2023		

NOTE: All information reported on this form by the municipality must be for the Reporting Period and Grand List Year identified above.

II. TIF District Data:

Base Data (Original Taxable Value)				
Municipal	\$	170,006,600	OTV Total Acres	61.27
Homestead- Education	\$	3,265,056	OTV Total Parcels	287
Non Residential- Education	\$	166,741,544		
Total Education	\$	170,006,600		
Taxable Values as of April 1				
Municipal	\$	285,445,200		
Commercial 120% Value	\$	15,789,835		
Homestead- Education	\$	10,034,530		
Non Residential- Education	\$	274,873,779		
Total Education	\$	284,908,309		
Increase (Decrease) in Taxable Values (auto-calculated)				
Municipal	\$	115,438,600		
Homestead- Education	\$	6,769,474		
Non Residential- Education	\$	108,132,235		
Total Education	\$	114,901,709		
TIF Increment Revenue Retained for Reporting Year*				
Municipal (100% Share)	\$	817,882		
Commercial 120%	\$	111,824		
DID Sum	\$	25,374		
Homestead- Education	\$	70,526		
Non Residential- Education	\$	1,138,714		
Total Education	\$	1,209,240		
Total TIF Revenue	\$	2,164,320		

Parcel Information		
Current Acres		61.25
Current Parcels		282
Tax Rates Applied to the April 1 Grand List		
Municipal (General Fund)	\$	0.7082
Homestead	\$	1.3891
Non Residential	\$	1.4041
List Special Municipal Tax Rates		
1	DID Tax Rate	
2	Local Exemption	\$ 0.0003
3		\$ -
4		\$ -
5		\$ -
6		\$ -
Total Special Municipal Tax		\$ 0.0003
Total Municipal (General Fund) & Special Rates		\$ 0.7085

*Provide VEPC with documentation of the calculation of increment.

Other TIF Fund Income				
	Source	Education	Municipal	Total
1		\$ -	\$ -	\$ -
2	Development Agreement Fee*		\$ 260,000	\$ 260,000

3			\$ -	\$ -
4			\$ -	\$ -
5			\$ -	\$ -
		Total:	\$ -	\$ 260,000
			\$ 260,000	\$ 260,000

**Per VEPC approval of October 2020 Substantial Change Request, Development Agreement Fee must be deposited into the TIF Fund.*

Changes to Individual Parcels		
	SPAN Number	Describe Change
1	See below for all parcels	Post COVID Adjustment
2	114-035-15312; 114-035-	Internal Calculation Error
3	114-035-16972	Use Change and upfit change
4	114-035-17267	Fire damage
5	114-035-17485	Lot line change
6		

Additional Information

Post COVID Adjustment Parcels: #114-035-14879; #114035-15306; #114-035-15307; #114-035-05309; 114-035-15314; #114-035-15315; #114-035-15319; #114-035-15344; #114-035-17078; #114-035-17091; #114-035-17104; #114-035-17188; #114-035-17440; #114-035-17444; #114-035-17464; #114-035-17500; #114-035-20589

the

III. Votes and Financing:

Public Vote Information. Check the appropriate box. Make sure to provide the date if information has been submitted to VEPC.

- ☐ No public votes or debt obligations occurred during this reporting period.
- ☒ Yes there were public votes and/or debt obligations during this reporting period.
- ☒ Vote and debt obligation documents were submitted to VEPC. (Enter date submitted)
- ☐ Vote and debt obligation documents are uploaded with this report.

10/20/2022

Debt Instruments									
Infrastructure and Debt		Term in Years	Period (ie. 1/1/2016-12/31/2026)	Interest Rate	Principal	Interest	Total	Total Payment for Reporting Period	Remaining Principal Balance
New Debt:									
1	Side Streets - Great Streets: St. Paul/Main Streets	19	12/20/2017-11/01/2035	5.00%	\$ 3,400,000	\$ 1,738,852	\$ 5,138,852	\$ 284,850	\$ 2,700,000
2	Great Streets - St. Paul Street, Main Street stormwater improvements, Series 2019=8D	18	11/28/2018-11/1/2035	5.00%	\$ 1,570,000	\$ 803,363	\$ 2,363,362	\$ 137,250	\$ 1,310,000
3	Interfund Loan	5	1/1/2019-12/31/2023	0.00%	\$ 250,000	\$ -	\$ 250,000	\$ 50,000	\$ 25,000
New Debt									
Example: Main Street Lights - General Obligation Bond		11	1/1/2016-12/31/2025	5.60%	\$ 3,250,000	\$ 500,000	\$ 3,750,000	\$ 340,909	\$ 2,950,000
4	Great Streets - Main Street: General Obligation Downtown Tax Increment Bonds, Series 2022B		8/31/2022-11/1/2035	5.00%	\$ 30,120,000	\$ 11,844,433	\$ 41,964,433	\$ 1,008,183	\$ 30,120,000
5							\$ -		
6							\$ -		
Total					\$ 35,340,000	\$ 14,386,648	\$ 49,716,647	\$ 1,480,283	\$ 34,155,000

Debt Ceiling Approved by VEPC

\$ 35,802,725

Annual Debt Service

Principal Paid	\$ 270,000
Interest Paid	\$ 1,210,283
Fees/Other Costs Paid	\$ -
Total Paid	\$ 1,480,283

Refinancing. Was any portion of TIF District debt refinanced during this reporting period?

- ☒ No
- ☐ Yes, please provide details.

Direct Payments: Enter the total amount of any TIF direct payments made during this period.	\$ -	Date Approved by Voters:	
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Additional Information

Please note that the City is including \$115,000 of issuance costs in the total amount of improvements expenditures for the year shown in the next section. You can see this in the attached Final Schedule for Bond Series 2022B. Also, please note that the City is attaching a memo from its Bond Counsel associated with investment earnings related to the Series 2022B. At the close of FY23, the City was showing interest earnings of \$511,616.52. Please let the City know how VEPC would like this information reported in future years.

IV. Improvements and Funding:

Improvement Expenditures					
Name of Improvement		Of the Total Expenditure listed:		Total Improvement Expenditure for this report period	
		The amount paid with TIF Revenues	The amount paid with Non-TIF Revenues		
Phase 1 Filing	1	Streets & Infrastructure: Streetscape, storm water, and utility upgrade improvements.			
		Main - South Union to Battery Streets			
		Contract drawings for this project were completed in FY23 and the Team prepared the project for bidding. The anticipated start of construction is mid-FY24.	\$1,657,405	\$ -	\$ 1,657,405
		St. Paul/Main Concept Design			
		Completed and reported in FY 2020	\$ -	\$ -	\$ -
		St. Paul - Main to Maple (includes King to Maple with underground)			
		Completed and reported in FY 2020	\$ -	\$ -	\$ -
		Stormwater - North side Main Street/City Hall Park			
	Completed and reported in FY 2021			\$ -	
	2	Brownfields: Remediation of parking structure site (Brown's Court).			
		Completed and reported in FY 2019	\$ -	\$ -	\$ -
	3	Parking Structure Upgrades: Church Street Marketplace Garage.			
		Completed and reported in FY 2017	\$ -	\$ -	\$ -
		Total	\$ 1,657,405	\$ -	\$ 1,657,405
				Check	\$ 1,657,405

Sources of Non-TIF Revenues		Total Amount Secured for Each Source	Total Amount Spent to Date	Total Amount Spent this Period
1	Water Distribution	\$ 95,350	\$ 95,350	\$ -
2	BED Capital	\$ 45,606	\$ 45,606	\$ -
3	Encumbrance Fee Payment(s)	\$ 25,950	\$ 25,950	\$ -
4	Third Party Communications (Outside Utilities)	\$ 156,207	\$ 156,207	\$ -
5	City Capital - Annual Capital Improvement Program (CIP) Bond	\$ 113,591	\$ -	\$ -
6		\$ -	\$ -	\$ -
7		\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -

9		\$ -	\$ -	\$ -
	Total	\$ 436,704	\$ 323,113	\$ -
	Non-TIF Revenues Reported under Improvement Expenditures			\$ -

Related Costs					
	List and describe the related cost(s)	Vendor	The amount paid with Education Revenue	The amount paid with Municipal Revenue	Total Cost for this report period
1	Municipal Staff Time and Benefits	Community & Economic Development Office (CEDO)	\$ -	\$ 32,788	\$ 32,788
2	Professional & Consultant Services	See attached Prof & Consult Svs Vendor Breakdown	\$ 42,221	\$ 53,262	\$ 95,483
3	Municipal Staff Time and Benefits	Department of Public Works (DPW)	\$ -	\$ 70,000	\$ 70,000
4			\$ -	\$ -	\$ -
5			\$ -	\$ -	\$ -
		Total	\$ 42,221	\$ 156,050	\$ 198,271
				Check	\$ 198,271

V. Performance Indicators:

Standard

Real Property Development		
1	Stratos Project (Stuart Chase) - 33 housing units (inc. 5 inclusionary units - Champlain Housing Trust, all others market-rate).	
	193 St. Paul: Project completed and previously reported	\$ 10,174,000

2	Redstone-TD Bank Block - Hotel & compatible use in Armory building w/two decks of parking.	
	161 St. Paul: Hilton Garden Hotel completed	\$ 6,287,200
3	151-157 South Champlain Street - Market rate Housing with required 15% IZ units.	
	For this reporting period, the development commenced on 48 rental housing units. By 6/30/23, the construction reached nearly 60% complete with the occupancy on schedule for January 2024. Although the project met the State of VT requirements for the Priority Housing exemption from Act 250 (20% of units affordable to households at 80% of HUD AMI), the developer chose to make a payment-in-lieu (PII) of meeting the City's IZ requirement that 15% of the	\$ 918,600
4	Eagles - Champlain College - Over 300 beds for Champlain college students.	
	194 St. Paul: Completed in FY 2019 - taxable as an educational facility	\$ 2,556,000
5	Gateway (aka "superblock") - Mixed use redevelopment 20,000 of commercial space and 60,000 SF mixed income housing.	
	145 S. Union & 220 Main St.: During the reporting period, the City engaged various stakeholders in exploring potential redevelopment scenarios for the Memorial Auditorium and the nearby Municipal parking lot. After this reporting period closed, the City Council authorized the Mayor to execute a Letter of Intent with local developers Eric Farrell and Joe Larkin to engage in due diligence to determine the feasibility of a public-private partnership to redevelop some or	\$ 7,194,100
6	South Champlain/Maple Street - Currently surface parking and vacant lot. Concepts by owner - ground floor parking, upper floor offices/residential.	
	193-201 S Champlain St.: TBD - the developer has not advanced a proposal for the site in the City's permitting process.	\$ 449,700
7	121 Pine Street - 30,000 SF residential building.	
	121-123 Pine St: TBD - the developer has not advanced a proposal for the site in the City's permitting process.	\$ 549,700
8	86 Main Street - 23 housing units with ground floor office.	
	TBD - the developer has not advanced a proposal for the site in the City's permitting process.	\$ 1,134,900
9	Former Free Press Property - To be redeveloped into 38 one bedroom apartments with 12,500SF commercial.	
	191 College St: This project was completed in FY 2018	\$ 1,208,300

10	266 College Street - 142 guest room hotel with restaurant	\$ 3,453,600
	During the reporting period, the property owner granted a purchase option to a local developer operating under the business name Green Castle Group (GCG). GCG conducted due diligence and determined the feasibility of an all-residential redevelopment of the former YMCA. A zoning permit for 89 rental housing units was approved in the summer of 2023 and the GCG purchased the property in the fall of 2023. Construction is slated to be underway over the winter of 2024 and the construction is estimated to be complete in the summer of 2025. The project will meet the Champlain Housing Trust- VFW	
11	(176 South Winooski Ave) As of midway through FY 2024, Champlain Housing Trust has secured all necessary permits and financing. Project features 38 units of mostly affordable housing along with community space for a new VFW and about 4,000 square feet of office space for the City's Community Justice Center. More detailed geo-technical assessment is underway in December 2023 with construction to be underway in the spring of 2024. Completion is slated for late 2025.	\$ 1,547,500
Total		\$ 35,473,600

Employment Opportunities

Jobs connected to these projects have been previously reported as the projects were completed. The current capital expenditures for the Main St. Great Streets are primarily design and engineering for this reporting period. The City will document and provide employment figures for redevelopment projects at 157 South Champlain St., former VFW and the former YMCA as these projects advance to completion in the coming year.

Additional Information

Despite previous requests that the VFW property on South Winooski Avenue be added to list set out above, it has not been added by VEPC staff. The City reported the potential redevelopment of that site in its 2021 Substantial Change Request and asked that it be added. As of midway through FY 2024, Champlain Housing Trust has secured all necessary permits and financing. Project features 38 units of mostly affordable housing along with community space for a new VFW and about 4,000 square feet of office space for the City's Community Justice Center. More detailed geo-technical assessment is underway in December 2023 with construction to be underway in the spring of 2024. Completion is slated for late 2025.

Mandated

Jobs at June 30, 2023							
NAICS Code		Increase or (Decrease)	Previous Location (if known)	NAICS Code		Increase or (Decrease)	Previous Location (if known)
1	11	0		11	53	0	
2	21	0		12	54	0	
3	22	0		13	55	0	
4	23	0		14	56	0	
5	31-33	0		15	61	0	
6	42	0		16	62	0	
7	44-45	56		17	71	0	
8	48-49	0		18	72	(39)	
9	51	0		19	81	(3)	
10	52	0		20	92	0	

Total Jobs Increase (Decrease)	15
---------------------------------------	-----------

Identify Source/Method for Obtaining Jobs Information

See the attached report. Burlington staff used State data-bases to generate district-wide estimates - thereby offering employment numbers with high and low estimates for each entity in the various sectors. We then utilize the median each sector to populate this table and gauge total growth.

Vermont Firms						
Name of Vermont Firm		Total amount of work performed		Name of Vermont Firm		Total amount of work performed
1	White & Burke	\$ 26,120		11		\$ -
2	Paul Frank & Collins	\$ 3,604		12		\$ -
3	Nancy Winship Milliken Studio, LLC	\$ 1,000		13		\$ -
4	Lydia Kern	\$ 1,000		14		\$ -
5	Noa Younse - Pixel Patch Creative, LLC	\$ 1,000		15		\$ -
6	Clay Mohrman	\$ 1,000		16		\$ -
7	Vanasse Hangen Brustlin, Inc.	\$ 1,541,136		17		\$ -
8	Paw Print & Mail	\$ 1,269		18		\$ -
9		\$ -		19		\$ -
10		\$ -		20		\$ -
				Total Amount of Work Performed		\$ 1,576,129

Additional Information**TIF District Specific****Transportation Enhancements**

FY23 saw the continued advancements of the Great Streets Main Street design, which includes Main Street improvements that meet the City's Great Streets standards, as well as stormwater improvement work related to the ravine/sewer portion of the project. Contract drawings were completed in FY23 and the project was prepared for bidding. Construction is slated to begin in mid-FY24.

Affordable Housing Development

Although there are no new completed housing units to report in the Table below for this reporting period, 49 private-sector rental housing units at 157 South Champlain St. reached approximately 60% completion as of 6/30/23. The project will include 10 rental housing units renting at a level that is affordable to households at or below 80% of HUD Area Median Income (AMI). Project is leasing up for initial occupancy in January 2024. The former VFW site on South Winooski Ave. will be under construction in spring of 2024 with CHT developing mixed-use building with 38 affordable housing units and a total of 6,000 square feet of office and community space. This property will be taxed according to State taxation policy. Lastly, the former YMCA is now permitted for 89 mixed-income rental housing units and demolition is underway in late December 2023. The developer has pledged to meet both the State's Priority Housing requirement and the City's IZ requirement resulting in 13 units affordable to households at or below 65% HUD AMI and another 5 units affordable to households at or below 80% of HUD AMI.

Housing Changes

	Affordable Housing	Market Rate Housing	Total
New	0	0	0
Eliminated	0	0	0
Net Total	0	0	0

Unforeseen Events: Please describe any unforeseen events (such as flooding) that have impacted the TIF District, its improvement projects, or private developments. Also detail how the municipality is working through those challenges.

Current TIF District Activity: Please provide details regarding FY24 activities. This can include updates regarding specific projects, potential substantial change requests, etc.

The Main Street Design reached the final design phase in FY23, and the project was put out to bid in early FY24. The resulting bids showed a continuing increase in construction costs, and City plans to discuss this with VEPC during the substantial change request hearing that will take place in Calendar Year 2024. This substantial change is a continuation of the City's July 2023 Substantial Change Request which involves an update to the City's District Financing Plan, and will also include an overview of the current project based on the realities of the Post-COVID inflationary construction economy. As a reminder, VEPC required the City to include the Champlain College Development Fee (\$260,000) in the TIF Fund in FY22; and repay the TIF Fund utilizing a reduction in education increment retention (to 69%) starting in FY24. The City is fully aware of this and will be incorporating that change in the FY24 increment calculation.

Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

			2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
			(GL 2012)	(GL 2013)	(GL 2014)	(GL 2015)	(GL 2016)	(GL 2017)	(GL 2018)	(GL 2019)	(GL 2020)	(GL 2021)	(GL 2022)	(GL 2023)	(GL 2024)	(GL 2025)	(GL 2026)	(GL 2027)	(GL 2028)	(GL 2029)	(GL 2030)	(GL 2031)	(GL 2032)	(GL 2033)
Non TIF Revenues (List Source and Year Awarded)	Total Secured	Total Expensed																						
Water Distribution	\$ 95,350	\$ 95,350					\$ -	\$ -	\$ -	\$ -	\$ 95,350	\$ -	\$ -											
RED Capital	\$ 45,606	\$ 45,606					\$ -	\$ -	\$ -	\$ -	\$ 45,606	\$ -	\$ -											
Encumbrance Fee Payment(s)	\$ 25,950	\$ 25,950					\$ -	\$ -	\$ -	\$ -	\$ 25,950	\$ -	\$ -											
Third Party Communications (Outside Utilities)	\$ 156,207	\$ 156,207					\$ -	\$ -	\$ -	\$ -	\$ 156,207	\$ -	\$ -											
City Capital - Annual Capital Improvement Program (CIP) Bond	\$ 113,591	\$ -						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -											
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Total	\$ 436,704	\$ 323,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 323,113	\$ -	\$ -	\$ -										
	Check	\$ 323,113																						

Tax Increment Financing District Vermont Economic Progress Council Vermont Department of Taxes							2012																			2013																			2014																			2015																			2016																			2017																			2018																			2019																			2020																			2021																			2022																			2023																			2024																			2025																			2026																			2027																			2028																			2029																			2030																			2031																			2032																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												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2033
(est. 2032)

\$ -

Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

Updated to reflect October 2020 Substantial Change Request

PROJECT:		As Approved (Year of Construction)						Actual						2011		2012		2013		2014		2015		2016		2017		2018		2019		2020		2021		2022		2023																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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CERTIFICATION OF INCREMENT AND ANNUAL REPORT

STATUTORY REQUIREMENT: (24 VSA §1895) "As of the date the district is created, the lister or assessor for the municipality shall certify the original taxable value and shall certify to the legislative body in each year thereafter during the life of the district the amount by which the total valuation as determined in accordance with 32 VSA Chapter 129 of all taxable real property located within the tax increment financing district has increased or decreased relative to the original taxable value."

RULE REQUIREMENT: (SECTION 903) "Increase/Decrease in Assessed Valuation: Each year following the year of creation, the listers or assessor shall certify to the municipal legislative body the amount by which the total assessed valuation of taxable properties within the TIF District has increased or decreased compared to the municipal and education OTV. Prior to providing the certification to the municipal legislative body, the listers or assessor shall have the calculation of the increase or decrease, including an examination of the disposition and tax status of each parcel within the District, verified by a second party. Selection of the second party is up to the municipality and may be an individual within or outside of the municipal government. However, the individual should be familiar with parcel listings and valuation, property tax status, and the concepts of OTV and District increment. A copy of the certification of the value and the increase or decrease must be included in the Annual Report required by Section 1004.2 of this Rule along with a certification that a second party reviewed the information. The Council will provide a form on which to provide this certification."

SECTION 1: Certification of Increment by Assessor or Lister and 2nd Party Reviewer

Check both certification boxes and sign this form. If the boxes or signatures are not completed, this form will be considered incomplete. The second party reviewer should be familiar with parcel listings and valuation, property tax status, and the concepts of OTV and District increment.

- ☐ We certify that, per TIF Rule Sections 903 and 1004.2, we have examined and verified the current value, the calculation of the increase or decrease in property values, the disposition and tax status of each parcel within the District, and any other issues relevant to the parcels listed in the Certified OTV Property Report.
- ☐ We have certified to the municipal legislative body, at a regular or duly warned meeting that the information provided in this report represent true and accurate statements.

Signature of Assessor or Lister

><

Name: _____

_____ Title

_____ Date

Signature of 2nd Party Reviewer

><

Name: _____

_____ Title

_____ Date

SECTION 2: Certification of Annual Report

Provide the date the annual report was presented to the municipal legislative body. Check both certification boxes and sign this form. If the boxes or signatures are not completed, this form will be considered incomplete.

Date report presented to the municipal legislative body: _____

- ☐ I certify that I am an official of the reporting municipality with the authority to report on this TIF District on behalf of the municipality.
- ☐ I certify that the annual report data entered and all documents attached in support of this annual report are true, correct and complete to the best of my knowledge.

Signature of Authorizing Official*

><

Name: _____

_____ Title

_____ Date

* Authorizing Official is the Chief Executive Officer of the municipality as defined by 10 VSA § 683(8) such as a Select Board or City Council Member, Town or City Manager, or Town Administrator.

CERTIFICATION OF INCREMENT AND ANNUAL REPORT

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Signature of Assessor or Lister

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Name: _____

_____ Title

_____ Date

Signature of 2nd Party Reviewer

><

Name: _____

_____ Title

_____ Date

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_____ Date

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Board of Finance and City Council Submission Checklist

Department: CT Office Submitter: Ashley Parker

Title/Subject: Certification of FY23 TIF District Annual Reports to VEPC

	Approval:	Meeting Date:
☐	Board of Finance	2/20/2024
☐	City Council	2/26/2024
☒	Concurrent	4/15/2024

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/9/2024	Katherine Schad
Mayor's Office informed and approved memo	N/A	4/9/2024	Click or tap here to enter text.
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/9/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/9/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	District Certification Forms & Final Annual reports for certification from VEPC
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Julia Ursaki, PE, Public Works Transportation Engineer
Laura Wheelock, PE, Senior Public Works Engineer

DATE: April 9, 2024 (BOF) & April 15, 2024 (CC)

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE, Division Director - Tech Services/City Engineer
Ashley Parker, Capital Program Director

RE: Burlington Electric Department Memorandum of Understanding for CityPlace
Public Improvements

Request:

The Department of Public Works ("DPW") is requesting approval and recommendation from Board of Finance and authorization from City Council to execute a Memorandum of Understanding ("MOU") with the Burlington Electric Department ("BED") to construct street lighting associated with the CityPlace Public Improvements project. The MOU allows BED to seek reimbursement for eligible street lighting work in the amount of \$311,237.

Background on the CityPlace Public Improvements Project

The CityPlace Public Improvements project area includes the new sections of Pine Street and St. Paul Street between Bank Street and Cherry Street, as well as the north side of Bank Street and south side of Cherry Street, as defined under the Second Amended and Restated Development Agreement as Amended (ARDA 2.0). Public Improvement elements include:

- Construction of the new street to Great Streets Design Standards;
- Amenities such as decorative lighting, benches, and bike racks;
- Durable materials with granite curbs, paver amenity belts, and new concrete sidewalks;
- Street ecology supported with new trees/plantings with soils cells to support growth;
- Stormwater collection with rain gardens and infiltration within the tree belt through

pervious pavers and curb inlets into these practices

Based on the Burlington Electric Department Lighting Policy (revised 2/12/2020), the Burlington Electric Department is the municipal utility in charge of street lighting design and construction in the City up to the Illuminating Engineering Society (IES) standards ("Standard Street Lighting"). The City is responsible for the additional cost to design and install decorative lighting to the Great Streets Standards ("Decorative Street Lighting"). The total amount that DPW is responsible for is shown in Table 1.

Table 1. Street Lighting Cost

Element	Cost
Decorative Street Lighting	\$420,431
Standard Street Lighting	\$109,194
Total DPW Cost (Decorative minus Standard)	\$311,237

Funding for the CityPlace Public Improvements

Funding for the street lighting comes from Waterfront Tax Increment Financing (TIF) under Tier 2 as described in the ARDA for Public Improvements. The budget was presented to the City Council on June 20, 2023 when construction costs were approved.

Attachments

1. Memorandum of Understanding between the Burlington Public Works Department and the Burlington Electric Department for the Construction of Street Lighting for the CityPlace Public Improvements

Motions

Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute a Memorandum of Understanding with the Burlington Electric Department in an amount up to \$311,237 for construction of street lighting associated with the CityPlace Public Improvements project, subject to the review and approval of the City Attorney's Office.

City Council:

1. To authorize the Director of Public Works to execute a Memorandum of Understanding with the Burlington Electric Department in an amount up to \$311,237 for construction of street lighting associated with the CityPlace Public Improvements project, subject to the review and approval of the City Attorney's Office.

DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN THE BURLINGTON PUBLIC WORKS DEPARTMENT AND THE BURLINGTON ELECTRIC DEPARTMENT

For the Construction of Street Lighting for the City Place Public Improvements

The Burlington Electric Department (BED) and Department of Public Works (DPW) are jointly entering into this Memorandum of Understanding (MOU) for construction work of Street Lighting associated with the City Place Public Improvements project (the "Project"). The Project area consists of new sections of Pine Street and St. Paul Street between Bank Street and Cherry Street, as well as the north side of Bank Street and south side of Cherry Street, as defined under the Second Amended and Restated Development Agreement as Amended (ARDA 2.0). The Project is being managed by DPW. Funding for the construction and inspection work required by the Project is provided by Tax Increment Financing (TIF). The following Definitions, Scope of Work, Schedule, and Billing and Payment associated with the Project are agreed to as follows:

A. Definitions

1. BED – Burlington Electric Department
2. DPW – Burlington Public Works Department
3. City Project Manager is Julia Ursaki, P.E., Public Works Engineer
4. BED Project Engineer is Bradley Williams, P.E., Senior Operations Engineer
5. "Others" will be Contractor(s)/Consultant(s) selected by DPW.

B. Scope of Work

Decorative Street Lighting construction on new sections of Pine Street and St. Paul Street between Bank Street and Cherry Street, as well as the north side of Bank Street and south side of Cherry Street ("Street Lighting"). All BED work captured in the scope of work below is included in the fee schedule and shall be incurred by BED and reimbursed.

1. BED will procure and install Street Lighting as specified by the Project documents. This shall include anchor bolts, poles, arms, street light conductors, cables and fixtures.
2. Anchor bolts shall be provided to Others in a timely fashion to allow for casting of light pole bases.
3. All new conduits and handholds to be supplied and installed by Others.
4. BED will perform quality control and on the job inspection of the work described in the items above, and inspection of Others conduit and light pole base installation prior to backfilling.
5. Others will be required to correct any work that does not pass BED inspection.
6. BED to install grounding hardware at each base pole location.
7. BED shall be responsible for all de-energizing or energizing of street lighting.
8. BED line crew to make final connections to energize the Street Lighting system
9. BED will attend all regular construction meetings as necessary.
10. BED will provide responses to RFIs and questions from DPW and Others, and complete

review of shop drawings as necessary .

11. Changes to the scope or work or cost of the project will be agreed upon via email correspondence between the BED Project Engineer and DPW Project Manager.

C. Schedule

1. All electric system construction work will be completed as follows:
 - The Others shall provide two weeks minimum notice when BED is required to perform work.
 - Electrical installation of Street Lighting in accordance with the Scope of Work and the Others' Schedule. BED's compliance with Others' schedule is dependent on long lead time items being procured.
2. Complete review of construction shop drawings and change orders as needed within two weeks unless otherwise agreed upon by BED Project Engineer and DPW Project Manager.
3. Project responses to RFIs as needed within two weeks unless otherwise agreed upon by BED Project Engineer and DPW Project Manager.

D. Fee

1. Street Lighting: Per BED's Lighting Policy, the Project shall be responsible for reimbursing BED for the cost of Decorative Street Lighting minus the Standard Street Lighting costs as follows:
 - Decorative Street Lighting, BED Estimate 03/20/24 \$420,431
 - Standard Street Lighting, BED Estimate 03/20/24 \$(109,194)
 - Resulting Total, \$420,431 - \$109,194 = \$311,237
2. Street Lighting conduits and handholes: All Costs to be borne by the Project.

E. Billing and Payment

1. BED will provide DPW a Level of Effort (LOE) table, including billing rates, administrative and general costs, expenses, associated with the Project as defined in this MOU. Once approved by DPW, this fee will become a part of this agreement.
2. Following execution of this agreement, BED shall provide an invoice for the Street Light material costs to DPW to allow for purchasing of long lead time items. This invoice shall be paid with 30 days of receipt.
3. Invoices from BED shall be directed to the DPW Project Manager and billed according to the approved LOE table.

4. Each bill will be paid at 100% directly to BED for their professional services within 30 days of receiving an invoice.
5. The amount for reimbursement under this MOU is for both the City and BED are listed in the Fee Schedule above. Any work beyond this amount will require a prior executed amendment between DPW and BED, expressly stating the defined scope of additional work and additional fee.
6. DPW shall have the ability to review work completed by BED, and request modifications if necessary to achieve the Project Scope of Work as defined in this MOU. All work will be done in accordance with BED's construction standards and specifications.

F. Ownership

1. At the conclusion of Work, including additional work by Others to remediate failure to pass initial BED inspection pursuant to B.6 above, BED will perform a final inspection of any Street Lighting work performed by Others under the Project, and if compliant with BED standards, will accept ownership of all Project Street Lighting. Upon acceptance\ownership, all the Project Street Lighting and associated equipment and materials will, if not already owned by BED, be transferred to BED, and BED will assume responsibility for these assets pursuant to its Street Lighting Policy now in effect and add those assets to monthly billings to the City pursuant to BED's normal Street Lighting (SL) Tariff.

G. Signature Page

Signed:

General Manager of the Burlington Electric
Department

Date: _____

Signed: _____

Director of the Burlington Department of
Public Works

Date: _____

Underground Stantard Option

City Place (CPP) Street Lighting - Standard Underground/Cobra Head	(A) BED Traffic Control	Material	Material Adder Extension (30%)	(B) Total Material Cost	Total Labor Units	Labor Extension	Labor Adder Extension (38%)	(C) Total Labor Cost	Admin & General Sub-Total A+B+C	Admin & General Adder (12%)	Truck Cost	Total
BED Electrical Installation	\$0	\$28,600	\$8,580	\$37,180	415	\$25,166	\$9,563	\$34,729	\$71,909	\$8,629	\$4,980	\$85,518
BED Electrical Removal	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	30	\$2,452	\$932	\$3,384	\$3,384	\$406	\$0	\$3,790
Inspector	\$0	\$0	\$0	\$0	59	\$2,731	\$1,038	\$3,768	\$3,768	\$452	\$708	\$4,928
CAD	\$0	\$0	\$0	\$0	10	\$463	\$176	\$639	\$639	\$77	\$0	\$715
Project Subtotal												\$94,951
Contingency (15%)												\$14,243
Total Street Lighting Cost Estimate												\$109,194

Revised 3/20/2024

Underground Decorative Option

City Place (CPP) Street Lighting - Underground Decorative	(A) BED Traffic Control	Material	Material Adder Extension (30%)	(B) Total Material Cost	Total Labor Units	Labor Extension	Labor Adder Extension (38%)	(C) Total Labor Cost	Admin & General Sub-Total A+B+C	Admin & General Adder (12%)	Truck Cost	Total
BED Electrical Installation	\$0	\$180,499	\$54,150	\$234,649	735	\$44,570	\$16,937	\$61,507	\$296,156	\$35,539	\$8,820	\$340,514
BED Electrical Removal	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	100	\$8,173	\$3,106	\$11,279	\$11,279	\$1,353	\$0	\$12,632
Inspector	\$0	\$0	\$0	\$0	137	\$6,340	\$2,409	\$8,750	\$8,750	\$1,050	\$1,644	\$11,444
CAD	\$0	\$0	\$0	\$0	14	\$648	\$246	\$894	\$894	\$107	\$0	\$1,001
Project Subtotal												\$365,592
Contingency (15%)												\$54,839
Total Street Lighting Cost Estimate												\$420,431

Assumptions:

BED to procure and install decorative poles, fixtures, and cables.
 DPW's Contractor to install conduit system, handholes, and pole bases to BED's specifications.
 BED inspector to inspect all conduits, handholes, and pole bases prior to any backfilling.
 BED inspector to install grounding hardware at each pole base location.

Revised 3/20/2024

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Julia Ursaki
Burlington Electric Department Memorandum of Understanding for City Place Public
Title/Subject: Improvements

	Approval:	Meeting Date:
☒	Board of Finance	4/9/2024
☒	City Council	4/15/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/1/2024	Chapin Spencer/Norm Baldwin
Mayor's Office informed and approved memo	N/A	Click or tap to enter a date.	Click or tap here to enter text.
Board/Commission, if required	N/A		Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	4/2/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/2/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/2/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Board of Finance



MEMORANDUM

TO: Board of Finance and City Council

FROM: Megan Moir and Steve Roy, DPW - Water Resources

DATE: April 9, 2024/April 15, 2024

CC: Chapin Spencer, DPW Director

RE: Authorization to Execute a Contract with Corrosion Products & Equipment for the Rebuild of Three Finished Pumps at Water Plant

REQUEST:

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization to award a contract with Corrosion Products & Equipment (CPE) to rebuild all three (3) of our finished water vertical turbine pumps.

BACKGROUND:

The City of Burlington's Water Treatment Plant (WTP) has three (3) 1982 vintage Fairbanks-Morse five-stage 15H-7000 vertical turbine pumps installed in a clearwell. These pumps, designated as finished pumps F5, F6 & F7, have relatively low runtime hours (17K – 19K) and have not been operated since around 1993. The pumps are coupled to GE 350HP 4160V motors that were maintained and are believed to be in good condition. Once rebuilt, these pumps could be reused for general and emergency finished water pumping operations, adding critical redundancy and resiliency to WTP operations. Currently the WTP relies on the finish water pumps (F1 – F4) in the pump house building just across the alley to the north of the main WTP building to deliver potable water to the City. Currently, if there were a failure in the piping between the main WTP building over to the pump house or leaving the pump house or of there were an incident at pump house, the WTP has no way to supply water to the City. This redundancy and resiliency project will eliminate that particular risk.

In January 2023, pump F5 was craned out of the Water Treatment Plant to determine if the pump was capable of being rebuilt. Peak Motor & Pump in Fairfax, Vermont removed the pump from our premises, disassembled it and determined that pump F5 was capable of being rebuilt. Peak has been compensated for their evaluation of pump F5 to date.

Providing this finish water pump redundancy better ensures the safe, reliable and resilient operation of Burlington's sole drinking water treatment plant. These finish water pumps are just one of many systems in the plant – and many of the other systems are also at, or nearing, end of life. The last time the water plant was comprehensively upgraded was in the early 1980s – forty years ago. Staff is initiating a planning and design process that will result in proposed comprehensive plant modernization project in the next 2-3 years. We fully expect that the rebuilt finish water pumps can be designed around as part of the proposed modernization project so the benefit of this initial work will not be lost when the comprehensive plant upgrade occurs.



Pictures of pump motor and pump getting removed from Water Plant

RFP RELEASE

Due to the anticipated cost of the rehabilitation of all three (3) pumps the WTP, following required City procurement requirements, publicly released a Request for Proposals (RFP) on February 1, 2024 with a due date of February 23, 2024. Our RFP required not only the bid sheet and signed ordinances, but also a client list with similar sized projects. We received proposals from three (3) companies for rebuilding our pumps. The summary of these proposals is as follows:

<u>COMPANY/LOCATION</u>	<u>EXPERIENCE WITH SIMILAR PROJECTS</u>	<u>TOTAL BID PRICE</u>
Peak Motor & Pump (VT)	No, largest vertical turbine pump was 40 HP	\$174,000.00
Farrar (NH)	Yes, mentioned 600 HP pumps for Stratton	\$172,178.05
CPE (MA)	Yes, rebuilt 350 HP and 200 HP pumps locally for Champlain Water District and UVM	\$165,900.00

Water Resources recommends awarding a contract with Corrosion Products & Equipment (CPE) for a Not-to-Exceed price of \$182,500 which includes a 10% contingency. Our RFP's scope of work had to be very specific to receive equal bids and given the age of these pumps other issues may arise when taken completely apart for rebuild. For reference, a brand new pump & motor costs around \$150K each, compared to CPE's average rebuild cost per pump of \$55.3K.

There are funds available (\$62,000) for one pump to be rebuilt in FY24 with remaining budget (including FY23 carryforward) in 460-19-400-410.9500 Capital Outlay for Water Production, including adequate contingency. We intend to fund the other two pumps in FY25 pending FY 25 budget approval. The City Standard Contract Conditions include a non-appropriation clause that protects the City in the event of funds not being approved in a future budget year.

MOTIONS:

The Department of Public Works and its Water Resources Division respectfully requests the following actions:

Board of Finance Action:

1. "To approve and recommend that the City Council authorize the Director of the Department of Public Works to award a contract with Corrosion Products & Equipment for up to \$182,500 to complete the rebuilding of the Water Plant's three (3) Vertical Turbine finished pumps, subject to the final review and approval of the City Attorney's Office."

City Council Action:

1. "To authorize the Director of the Department of Public Works to award a contract with Corrosion Products & Equipment for up to \$182,500, to complete the rebuilding of the Water Plant's three (3) Vertical Turbine finished pumps, subject to the final review and approval of the City Attorney's Office."

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW Submitter: Megan Moir / Steve Roy

Title/Subject: Rebuild of Three Finished Water Pumps at Water Plant

	Approval:	Meeting Date:
☒	Board of Finance	4/9/2024
☒	City Council	4/15/2024
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/22/2024	Approved with minor edits
Mayor's Office informed and approved memo	No	Click or tap to enter a date.	Click or tap here to enter text.
Board/Commission, if required	No	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note			Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/2/24	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/2/24	Approved
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



MEMORANDUM

TO: Board of Finance / City Council

FROM: Megan Moir and Steve Roy, DPW - Water Resources

DATE: April 9, 2024/ April 15, 2024

CC: Chapin Spencer, DPW Director

RE: Authorization to Execute a Contract with Hallam ICS for Supervisory Control and Data Acquisition (SCADA) System Upgrade at Water Plant

REQUEST:

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization to execute a contract with Hallam-ICS to complete a Supervisory Control and Data Acquisition (SCADA) upgrade at the Water Plant, for a total not to exceed contract amount of \$110,000, including contingency.

BACKGROUND:

Programmable Logic Controllers, or PLCs, are specialized industrial machines that control automated processes for industry and utilities. In the case of Burlington's water plant, PLCs receive input from operations staff plus data from online equipment to perform many calculations each second to control pump speeds, chemical addition and filtration, as well as provide alarming and much more. They are the hardware end of a SCADA system. The software end includes computers running HMI (Human Machine Interface) software that allow operations staff to communicate with these PLCs. These systems are critically important to supporting plant operations, keeping our water supply safe and meeting the State's drinking water quality standards. Since they need to operate 24/7, SCADA systems require both hardware and software maintenance or replacement before they fail or become obsolete. The Water Plant's SCADA capital investment history to date is as follows:

- In 1995, a SCADA computer with software was installed to monitor and alarm plant processes. This system replaced paper recording charts.
- From 1995 to 2010, four (4) filter room PLCs were installed to replace a single obsolete PLC to control automatic backwashing of filters. The single SCADA computer with HMI software was replaced every five (5) years before failure would occur.
- With the exception of the above filter room PLCs, the water plant's SCADA and PLC system got a full upgrade in 2010 after receiving approval from Board of Finance & City Council. Since that time, we've had to perform minor maintenance or upgrades to HMI computers and software.
- In 2020 two (2) industrial computers were installed with the latest HMI software to drive all of the SCADA screens that operators use constantly to monitor and control our plant.
- In 2021 the Board of Finance and City Council approved an amendment to the 2020 contract with Hallam-ICS to replace the PLC CPUs (Central Processing Units) to start migration to an industry standard PLC brand (Allen-Bradley) and to match Wastewater's SCADA hardware.

Modernizing these PLCs is critical for the safe and reliable operation of Burlington’s sole drinking water treatment plant. That said, these control systems are just one of many systems in the plant – and many of the other systems are also at, or nearing, end of life. The last time the water plant was comprehensively upgraded was in the early 1980s – forty years ago. Staff is initiating a planning and design process that will result in proposed comprehensive plant modernization project to be implemented in the next 2-3 years.

SCADA/PLC REQUEST FOR QUALIFICATIONS

WRD released an updated Request for Qualifications in December 2023 for companies to provide SCADA/PLC Services. This RFQ included a weighted scoring system that included understanding of the scope of work, experience of proposed staff with similar projects, technical qualifications of proposed staff, knowledge of the project area, ability to meet budget/deadlines, and quality of the proposal. Two proposals were received, one from Hallam-ICS in South Burlington, who has provided system integration services to Burlington Water for the last 25+ years and one from Global Data Specialists in Mesa, Arizona. Two Water Resources engineers reviewed these proposals with Hallam-ICS receiving an average score of 95 and Global with an average score of 44 out of a possible 100 points. Staff recommended awarding the contract for this work with Hallam-ICS based on their qualifications.

FINAL SCADA UPGRADE TO ALLEN-BRADLEY

There are two (2) pieces to a complete migration to Allen-Bradley PLCs, with Hallam-ICS providing all material and labor to complete these projects.

Phase A: Replacement of the four filter room PLCs to Allen-Bradley hardware and software.

Phase B: Replacement of 2010 Treatment Plant input/output (I/O) modules with software programming to recognize all the new hardware.

Phase A Material & Labor Estimate: \$60,600 with ~5% contingency

Phase B Material & Labor Estimate: \$49,400 with ~5% contingency

TOTAL w/contingency \$110,000

There are funds available for Phase A in FY 24 with remaining budget (including FY23 carry forward) in 460-19-400-410.9500 Capital Outlay for Water Production. WRD intends to fund Phase B next fiscal year (FY25) pending FY25 Budget approval. The City Standard Contract Conditions include a non-appropriation clause that protects the City in the event of funds not being approved in a future budget year.

MOTIONS:

The Department of Public Works and its Water Resources Division respectfully requests the following actions:

Board of Finance Action:

1. “To approve and recommend that the City Council authorize the Director of the Department of Public Works to award a contract with Hallam-ICS for up to \$110,000 to complete the SCADA upgrade scope at the Water Plant, subject to the final review and approval of the City Attorney’s Office.”

City Council Action:

1. "To authorize the Director of the Department of Public Works to award a contract with Hallam-ICS for up to \$110,000, to complete the SCADA upgrade scope at the Water Plant, subject to the final review and approval of the City Attorney's Office."

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW Submitter: Megan Moir / Steve Roy

Title/Subject: SCADA System Upgrade at Water Plant

	Approval:	Meeting Date:
☒	Board of Finance	4/9/2024
☒	City Council	4/15/2024
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/22/2024	Approved with minor edits
Mayor's Office informed and approved memo	No	Click or tap to enter a date.	Click or tap here to enter text.
Board/Commission, if required	No	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/2/24	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/2/24	Approved
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Attached to BOF & CC listserve
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

KIMBERLEE J. STURTEVANT, ESQ..
ACA, Director of Litigation
HAYLEY I. MCCLENAHAN, ESQ..
Assistant City Attorney
ERIK RAMAKRISHNAN, ESQ..
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CITY OF BURLINGTON, VERMONT
OFFICE OF
THE CITY ATTORNEY
AND
CORPORATION COUNSEL

Annual Report on Livable Wage
Ordinance — FY24

To: Mayor Mulvaney-Stanak and City Council
From: City Attorney's Office
Date: April 15, 2024

The City Attorney's Office has worked in conjunction with the Designated Accountability Monitors (DAMs) to conduct audits, make routine worksite visits to perform outreach, spot checks for worksite requirements as established by the Ordinance, and to promote employee education of the Livable Wage Ordinance.

This is the City Attorney's Annual Report on the Livable Wage Ordinance for FY24 (April 14, 2023, to April 12, 2024).

(a) *A list of all covered employers broken down by department.*

Attached are lists of the reported contracts covered by the Livable Wage Ordinance (CW Livable Wage Report 2024 and BED Livable Wage Report 2024). BED continues to maintain its own lists of contracts, and all other departments are contained in the attached ContractWorks database maintained by the City Attorney's Office. The City Attorney's Office is currently reviewing the way ContractWorks is being utilized by City Departments to ensure compliance with livable wage reporting.

(b) *A list of all covered employers whose service contract did not contain the language required by this article.*

All written contracts identified in the list contain the language required by this article and/or a written certificate of compliance. The column entitled "Date Livable Wage Certification received" shows the dates of the most recent certifications provided to this office. On the BED list, all certifications are current as of April 11, 2024.

(c) *All complaints filed and investigated by the City Attorney's Office and the results of such investigation.*

Since the last annual report, the City Attorney's Office received no livable-wage complaints. During the most recent fiscal year, however, the City's accountability monitors have conducted livable-wage audits, one of which resulted in livable-wage ordinance violations and the payment of back wages. The businesses audited are summarized below.

APCO Building Maintenance Inc., Burlington, VT - Burlington Electric Department (BED) purchase order for janitorial services at BED's Pine Street headquarters and Joseph C. McNeil Generating Station. At the aforementioned worksites, the employer (ER) failed to post proper notice of the applicability of the City's Livable Wage Ordinance, in that the livable-wage posters displayed were out-of-date. Further, the ER failed to pay its employees at least the City's applicable, hourly livable wage, and failed to provide its employees required annual paid time-off related to their covered hours worked at the aforementioned worksites. The ER provided employment records in a timely manner and cooperated during the City's audit. Two employees were found due a total of \$5,487.77 in back wages. The ER agreed to come into compliance and to pay all back wages found due. The ER provided proof of payment of the back wages, and thereafter the audit was concluded.

Chagnon Construction- multiple jobs for BED. Provided education and outreach intended to facilitate their ongoing and future compliance with the ordinance.

J & M Concrete-subcontractor to Chagnon Construction. Provided education and outreach intended to facilitate their ongoing and future compliance with the ordinance.

Barrett's Tree Service-Champlain Pkwy Northeast Door and Hardware-CEDO. Provided education and outreach intended to facilitate their ongoing and future compliance with the ordinance.

Kelley Brothers-CEDO. Provided education and outreach intended to facilitate their ongoing and future compliance with the ordinance.

The auditors have continued to monitor the ongoing status of compliance for subcontractors on the Champlain Parkway Project.

The City Attorney's Office will continue to strive to educate Departments around the requirements of the ordinance, the need for clear and accurate reporting and their responsibility in holding contractors accountable throughout the duration of their projects with the City.

BED Livable Wage Report FY24

Vendors subject to Livable Wage 7/1/23-6/30/24

VENDORNUMBER	VENDORNAME	VENDORCONTACTNAME	VENDORCITY	VENDORADDRESS1	VENDORZIPCODE	VENDORAREACODE	VENDORPHONE
5795	ALLIANCE MECHANICAL	JIMM@AMIVT.COM	ESSEX JUNCTION	6 DAVID DRIVE	VT 05453	802	8644000
52	APCO BUILDING MAINTAINANCE INC	APCOBLDG@HOTMAIL.COM	BURLINGTON	74 CRESCENT BEACH DR	VT 05408	802	8636484
6102	BUILDING ENERGY	SGARDNER@BUILDINGENERGYUS	WILLISTON	1570 SOUTH BROWNELL RD	VT 05495	802	8593384
5991	BURN PRO/CRAIG BUSHEY ENTERPEI	BUSHEY05@GMAIL.COM	ESSEX JCT	57 RIVER RD	VT 05452	802	8788095
2546	CUMMINGS ELECTRIC P.C.	GLENN@CUMMINGSELECTRIC.CO	COLCHESTER	65 LAKEWOOD COURT	VT 05446	802	6581292
182	D&M FIRE AND SAFETY EQUIPMENT	SALES@DMFIRESAFETY.COM	FAIRFAX	164 NICHOLS RD	VT 05454	802	4345005
3657	DMS MACHINING AND FABRICATION	JCHAPMAN@DMSMACHINE.COM	BARRE	10 TRANSPORT DRIVE	VT 05641	800	6491088
2	GE STEAM POWER INC	JEFFREY.PAINTER@GE.COM	WINDSOR	175 ADDISON RD	CT 054208	804	7632025
6588	GREEN MOUNTAIN FLAGGING	FINANCE@GMCSUSA.COM	WILLISTON	25 WENTWORTH DRIVE	VT 05495	802	4043410
5697	HELFRICH BROTHERS	RGUTIERREZ@HBBWINC.COM	LAWRENCE	39 MERRIMACK STREET	MA 01843	978	6837244
6609	MAINE FIRE PROTECTION SYSTEMS	JESSE@MEFIREPRO.COM	BANGOR	6 DOWD RD	ME 04401	207	9428809
6105	MAUELL	JAKE.JANICKI@MAUELL.COM	DILLSBURG	31 OLD CABIN HOLLOW ROAD	PA 17019	717	4328686
6307	NECI	RELIABILITY@NECI.COM	MANSFIELD	260 FORBES BOULEVARD	MA 02048	844	6324669
474	PC CONSTRUCTION COMPANY	TTREMBLAY@PCCONSTRUCTION.	S BURLINGTON	193 TILLEY DR	VT 05403	802	6584100
6287	PECK ELECTRIC COMPANY	CHRIS@PECKCOMPANY.COM	SOUTH BURLINGTON	4050 WILLISTON RD	VT 05403	802	6583378
482	PRC INDUSTRIAL SUPPLY INC	-PRCPORTLAND@PRCINDUSTRIA	PORTLAND	PO BOX 227	ME 041120227	800	3223100
2739	RESOURCE MANAGEMENT INC	RMI@RMIRECYCLES.COM	HOLDERNESS	1171 NH RT 175	NH 03245	603	5368900
5538	SUMMIT FIRE AND SECURITY	JULIE.SUMMITFIREVT@GMAIL.	COLCHESTER	PO BOX 91	VT 05446	802	4971925
5379	TODD CHAGNON CONSTRUCTION, INC	TCCONSTRUCTION.TODD@GMAIL	SOUTH HERO	29 DEBUQUE LANE	VT 054864916	802	3162549
5971	UNITED CONSTRUCTION & FORESTRY	WILLISTONPARTS@UCFNE.COM	WILLISTON	375 ENGINEERING DRIVE	VT 05495	802	6582121
5973	US ECOLOGY	JOHN.WELCH@USECOLOGY.COM	WILLISTON	280 COMMERCE ST	VT 05495	802	4883901
2716	VOITH US INC.	JASON.HOFFMAN@VOITH.COM	YORK	25 WINSHIP ROAD	PA 174068419	717	7673200
5120	WUNDERLICH - MALEC	MARK.MCKEE@WMENG.COM	GOLDEN	600 CORPORATE CIRCLE	CO 80401	720	2626725
3539	ZAMPELL REFRACTORIES INC	RON.CANNEY@ZAMPELL.COM	NEWBURYPORT	3 STANLEY TUCKER DRIVE	MA 019504017	978	4650055

City of Burlington ContractWorks Livable Wage Report FY24

Contracts Subject to LWO Ordinance 7/1/23-6/30/24

Department	Vendor Name	Description	Total Value/Cost	Start Date	End Date	Livable Wage Certification required?	Date Livable Wage Certification received?
Attorney's Office	Downs Rachlin Martin PLLC	legal advice re general labor & employment matters		01/23/2023	01/23/2024	Yes	03/30/2023
Attorney's Office	Wilschek Iarrapino Law Office, PLLC	Outside Legal Counsel Services Agreement with Anthony Iarrapino for Police Commission	12,500.00	01/02/2024	06/30/2024	Yes	01/03/2024
Attorney's Office	McNeil Leddy Sheahan	legal services		03/27/2023	03/27/2024	Yes	03/27/2023
Attorney's Office	MSK Attorneys	development of 125 Lakeside Ave & 68 Sears Ln		08/26/2022	08/25/2023	Yes	03/27/2023
Burlington Int'l Airport	American Association of Airport Executives	develop, deliver & maintain digital interactive employee training	113,915.00	03/11/2021	06/30/2026	Yes	02/12/2021
Burlington Int'l Airport	ParkingSoft, LLC	PARCS Contract		04/25/2018	04/30/2024	Yes	05/06/2020
CEDO	Friends of The FRAME	Moran FRAME Site Activation and Moran FRAME Phase 2 Capital Campaign Strategy	105,000.00	03/29/2024	12/31/2025	Yes	04/03/2024
CEDO	EverGreen Environmental Health & Safety	LBP inspection, risk assessments and clearance dust sampling	15,000.00	11/02/2022	07/03/2024	Yes	11/10/2022
CEDO	Renaissance Development Corporation	Ddevelopment Services	20,000.00	10/31/2023	06/30/2024	Yes	10/30/2023
CEDO	Michael Van Valkenburg Associates	Moran Frame Phase 2 Conceptual Design	254,500.00	06/15/2023	06/30/2024	Yes	06/15/2023
CEDO	Renz+Oei	City Hall Park Kiosk Design Build Contract	244,950.00	12/13/2023	09/30/2024	Yes	12/13/2023
Church St. Marketplace	Don Weston Excavating, Inc.	Marketplace Brick Improvements	905,870.00	03/22/2024	11/22/2024	Yes	01/31/2024
Church St. Marketplace	SavATree	Holiday Lighting	101,445.00	09/14/2023	05/31/2026	Yes	10/02/2020
Church St. Marketplace	J. Labrecque, LLC	snow removal	173,100.00	10/01/2023	04/30/2026	Yes	10/19/2020
Church St. Marketplace	J. Labrecque, LLC	snow removal	173,100.00	10/01/2023	04/30/2026	Yes	09/26/2023
Clerk/Treasurer's Office	Municap	FY24 TIF Consultant Contract	100,000.00	06/30/2023	06/30/2024	Yes	09/21/2023
Fire Department	ECP Services	Ambulance Billing Services		07/01/2020	06/30/2024	Yes	04/15/2021
Fletcher Free Library	Chocolate Thunder	Security services for Fletcher Free Library	145,000.00	11/07/2023	06/30/2024	Yes	11/07/2023
Parks, Recreation & Waterfront	Local Motion Inc.	Valet Bicycle Parking Agreement	16,000.00	04/27/2020	11/25/2024	Yes	05/08/2020
Planning & Zoning	NelsonNygaard Consultant Associates, Inc	Citywide Transportation Options Study	104,373.50	04/14/2023	12/31/2023	Yes	04/13/2023
Planning & Zoning	Utile, Inc	Neighborhood Code Professional Services	49,992.00	06/14/2023	05/31/2024	Yes	06/14/2023
Planning & Zoning	Economic & Planning Systems (EPS)	Impact Fee Study	99,176.00	01/19/2023	12/31/2024	Yes	12/16/2022
Police Department	Burlington Communications	Communications Equipment/Maintenance	17,625.60	07/01/2023	06/30/2024	Yes	03/29/2023
Police Department	The Tech Group	Managed Care Services Renewal	19,608.00	07/01/2023	06/30/2024	Yes	08/01/2023
Police Department	Vermont Center for Responder Wellness	Psychological Services	22,000.00	07/01/2023	06/30/2024	Yes	07/12/2023
Public Works	Benoit Electric Inc	On-Call Electrical & Controls Services	100,000.00	08/12/2021	12/31/2024	Yes	07/07/2022
Public Works	BP Wastewater Services	On-Call CCTV Inspection Services	150,000.00	01/09/2024	12/31/2025	Yes	01/04/2024
Public Works	BP Wastewater Services	On-Call Excavation Services	200,000.00	09/05/2023	12/31/2026	Yes	08/25/2023
Public Works	Hoyle, Tanner & Associates, Inc.	Industrial Pollution Prevention Program Development	398,881.00	11/07/2019	06/30/2025	Yes	07/05/2023
Public Works	ADS Environmental Services	Flow Metering	480,000.00	09/20/2023	04/01/2026	Yes	09/19/2023
Public Works	Engineers Construction	Emergency repair of the North WWTF inverted siphon	793,500.00	10/06/2023	12/29/2023	Yes	09/29/2023
Public Works	Engineers Construction Inc.	On-Call Excavation Services	200,000.00	10/11/2023	12/31/2026	Yes	07/06/2023
Public Works	EIV	On Call Main Agreement		06/02/2021	12/31/2024	Yes	03/29/2021
Public Works	K5 Corporation	Construction contract for Plattsburg Ave bike lanes	29,890.00	05/25/2023	11/01/2023	Yes	04/25/2023
Public Works	Fuss & O'Neill	On Call Main Agreement		06/16/2021	12/31/2024	Yes	03/19/2021
Public Works	SD Ireland	Construction Contract for East Ave Traffic Calming	360,291.00	11/06/2023	06/30/2024	Yes	08/09/2023
Public Works	EIV Technical Services	EIV Resident Engineering Contract	1,636,876.00	06/20/2023	11/30/2026	Yes	04/11/2023
Public Works	Hoyle, Tanner & Associates	Wastewater treatment facility engineering support	20,000.00	08/07/2023	12/31/2024	Yes	08/03/2024
Public Works	Stantec	Livable Wage Compliance Certification Form		04/09/2024	06/30/2024	Yes	04/09/2024
Public Works	Stantec Consulting Services	Long Term Climate Resilient Evaluation - Sewer Siphon	182,793.62	12/27/2023	08/30/2024	Yes	12/18/2023
Public Works	Pixel Patch Creative, LLC	Artist Agreement - Pixel Patch	28,500.00	08/21/2023	12/31/2026	Yes	06/07/2023
Public Works	Lydia C Kern Studio	Artist Agreement - Lydia Kern	8,085.00	08/21/2023	12/31/2025	Yes	06/02/2023
Public Works	Nancy Winship Milliken Studio LLC	Artist Agreement - Nancy Winship Milliken	15,550.00	08/21/2023	12/31/2025	Yes	08/09/2023
Public Works	WOWHAUS	Artist Agreement - WOWHAUS	14,561.00	08/04/2023	12/31/2026	Yes	06/09/2023
Public Works	Parker Excavation			10/22/2020	10/31/2023	Yes	10/05/2020
Public Works	Courtland Construction			10/28/2020	10/31/2023	Yes	10/06/2020
Public Works	Engineers Construction Inc	on call services for water resources utility repairs & excavation projects		12/08/2020	10/31/2023	Yes	09/25/2020
Public Works	SD Ireland			10/28/2020	10/31/2023	Yes	09/17/2020
Public Works	Dirt Tech	on-call services for water resources utility repairs & excavation projects		11/13/2020	10/31/2023	Yes	10/06/2020

Public Works	M&K Commercial Diving	Underwater Infrastructure Inspection Services	90,000.00	12/02/2022	12/31/2026	Yes	07/10/2023
Public Works	Mountain Air Systems	On-Call Plumbing & Mechanical Services	100,000.00	08/12/2021	12/31/2024	Yes	07/05/2023
Public Works	Nolan Electric	On-Call Electrical & Controls Services	100,000.00	08/19/2021	12/31/2024	Yes	08/07/2023
Public Works	Paragon	Seasonal Lawn Maintenance Services	55,302.00	04/21/2023	12/31/2025	Yes	07/07/2023
Public Works	P&P Septic Service, Inc.	On-Call CCTV Inspection Services	150,000.00	01/10/2024	12/31/2025	Yes	12/23/2023
Public Works	Pratt & Smith Electrical	On-Call Electrical & Controls Services	100,000.00	08/12/2021	12/31/2024	Yes	07/10/2023
Public Works	Stantec			11/15/2021	10/26/2023	Yes	08/16/2021
Public Works	Inliner Solutions	Distribution & Collection System Improvements	6,744,196.00	08/26/2021	07/03/2024	Yes	04/11/2024
Public Works	The Royal Group, Inc.	Reservoir Security Camera Node	69,919.36	05/02/2023	05/15/2024	Yes	04/13/2023
Public Works	S.D. Ireland Brothers	On-Call Excavation Services	200,000.00	10/10/2023	12/31/2026	Yes	08/18/2023
Public Works	BP Wastewater	Wastewater Hauling - Siphon Bypass	232,200.00	07/14/2023	07/31/2023	Yes	07/18/2023
Public Works	Stantec Consulting Services, Inc	CDS Cherry & RAISE Reconnecting Downtown Engineering Design contract	2,217,249.00	03/22/2024	12/31/2028	Yes	03/22/2024
Public Works	Utility Services Co Inc	rehab and maintenance of city water storage tanks (funds are authorized via WAA)		07/23/2019	06/30/2029	Yes	07/19/2019
Public Works	Vermont Mechanical	On-Call Plumbing & Mechanical Services	100,000.00	08/12/2021	12/31/2024	Yes	07/05/2023
Public Works	Vanasse Hangen Brustlin Inc	Contract for engineering services for the Intervale Road Path	198,865.00	09/13/2022	06/30/2027	Yes	06/30/2022
Public Works	Wright Pierce	Work assignment agreement 3 for bond planning	19,000.00	05/31/2022	12/31/2023	Yes	05/12/2022
Public Works	Parker Excavation	work assignment agreement		10/22/2020	10/31/2023	Yes	10/05/2020
Public Works	Wright Pierce	WWTF Engineering	100,000.00	06/22/2021	12/31/2023	Yes	06/15/2021

March 5th 2024

To: Town Clerk

Thea Knight resigns from the
Burlington Voter Board as of
the above date.

Thea Knight

Notice given previously to
the Chairman of the Board



To: City Council
From: Fletcher Free Library Commission
Re: Annual Report for FY23
Date: September 2023

Overview of Commission

See Appendix A for the list of Commissioners, meeting dates and attendance records

Mission and Vision of Library Commission

The Commission supports the Library's efforts to inform, enrich and nurture a community of lifelong learners. The Commission helps to reinforce the Library's principles of being open to all; dedication to intellectual and personal freedom; being responsive, adaptive and accountable to the needs of the community; and being a steward of materials and space. The Commission helps the library administration and staff in their efforts to: enable and facilitate learning; empower the community through the generation and sharing of knowledge; and sustain and grow the resources that the Library has to offer.

Commission Composition

The Fletcher Free Library Commission is composed of four Commissioners appointed by the City Council; four self-sustaining Trustees; one Commissioner appointed by the Mayor; and in what may be unique among City Commissions, one Commissioner appointed by Library staff; in addition to one non-voting representative of the Friends of Fletcher Free and two student liaisons.

FY23 Programming Highlights:

The traveling museum exhibit, *Telling a People's Story: African American Children's Illustrated Literature*, visited Burlington from Miami University of Ohio in April 2023. Two illustrators featured in the exhibit, Ekua Holmes and James Ransome, provided live programs at FFL. They each presented a day program for students and an evening community program. Thanks to REIB, Vermont Humanities, CLIF, and Hotel Vermont for their support of this exhibit and series.

The environmental series *The Future is in Our Hands*, sponsored by Mascoma, launched in the spring of 2023 and continued throughout the summer. *The Future Is in Our Hands* included a wide array of programs: an art exhibition; hikes led by a Vermont Fish and Wildlife ecologist; a movie screening and discussion; three environmental book discussions; an outdoor access day for Vermonters of color at Oakledge Park; a program led by Dr. Carolyn Finney, called *Making the Outdoors Inclusive*; a program by

Dr. Desiree Narango called *Bringing Science Home; Exploring Vermont's Natural Wonders* by ecologist Bob Zaino; and *Raptors: Inspiring Conservation* -- a program with the Vermont Institute of Natural Science (VINS) with live birds.

TWO LITERARY FESTIVALS launched at FFL in Fall of 2022 with support from the Friends. The First Green Mountain Book Festival was held in September with headline author Ruth Ozeki. The weekend festival included author talks, panel discussions, and readings. In November the Non-Fiction Comics Festival brought illustrators and authors of non-fiction graphic books to FFL.

NEW NORTH END BRANCH LIBRARY continued for its second year, growing to serve the community. Stories with Geoff and LEGO Time programs added youth programming at the satellite library. A colorful book drop, awning, and window decals added to the branch's permanence and prominence.

Free Library Program Attendance in FY23:

Program Type	Number of Programs	Number of Participants
Adult	177	2540
Teen	98	207
Teen Outreach	8	266
Youth	261	8552
Youth Outreach	375	5982

Diversity Audit: A Diversity Audit by Ingram benchmarked the Fletcher Free Library's collection against other libraries. This audit was funded by the Vermont Department of Libraries ARPA funding. This audit included paper books in the collection with a focus on BIPOC, LGBTQ+. Large print books and digital books were not included. FFL ranked in the top 10% for diversity with an 18% diverse collection of items compared to 13% as a public library average. The children's collection is 21% compared to a public library average of 12%. The teen collection is 35% compared to the average 23%.

Strategic Plan Refresh: A subcommittee of the Library Commission met during the year. A public survey was distributed and the responses are being collated. The staff of the Library was surveyed as well. Responses will be used to guide strategy for the coming years.

Public Policies: The Public Policy subcommittee met to discuss several policies. The Library is considering all of the policies through an equity lens. Great care is being taken to ensure that the policies are inclusive and that the language is easy to understand. The Library's Meeting Room Policy was updated as well as the Bulletin Board Policy. The subcommittee is currently working on the Library's Collection Development Policy. We are grateful for the City Attorney's office help.

Volunteer Hours

The Commission contributed 175 hours in total from July 2022 through June 2023 in their work as Commission members.

Appendix A
Library Commission Meeting
Attendance Record July 2022-June 2023

Date	Commissioners Present
July 20	Blanchard, Copeland, Halladay, Kane, MacLachlan, Nordhaus, O'Neil-Dunne
September 21	Blanchard, Copeland, Dhoor, Halladay, Kane, MacLachlan, Mellencamp, Nordhaus, O'Neil-Dunne, Tolba, Zhou-Hackett
November 16	Blanchard, Copeland, Dhoor, Halladay, Kane, MacLachlan, Mellencamp, Nordhaus, O'Neil-Dunne, Tolba
January 18	Blanchard, Cashel, Dhoor, Kane, Halladay, MacLachlan, Mellencamp, Tolba
March	Blanchard, Copeland, Dhoor, Halladay, Kane, Mellencamp, O'Neil-Dunne, Tolba, Zhou-Hackett
May	Blanchard, Copeland, Dhoor, Halladay, Kane, MacLachlan, Nordhaus, Tolba, Zhou-Hackett

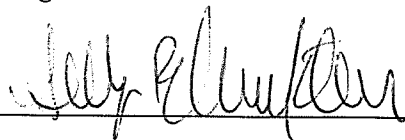
Signed by:

Name:

Signature:

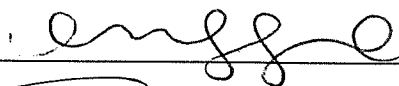
Date:

Sally Blanchard - O'Brien



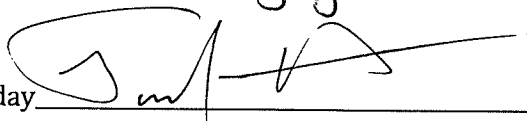
9/20/23

Emily Copeland



9/20/23

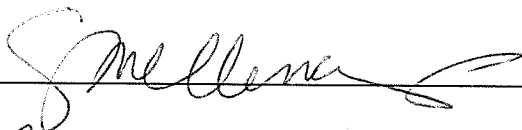
Patrick Halladay



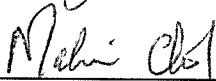
20 september 2023

Allie Cashel

Amy Mellencamp



Chol Dhoor



9/21/23

Cate MacLachlan



9/21/23

Nora Kane

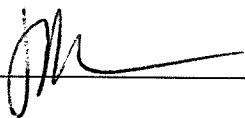


9/15/2023

Mona Tolba



Jessica Nordhaus



10/3/23

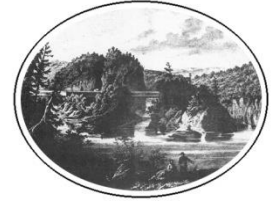


Winooski Valley Park District

Ethan Allen Homestead

Burlington, Vermont 05408

(802) 863-5744 info@wvpd.org www.WVPD.org



Date: October 5, 2023
To: Burlington City Council
From: Nick Warner Executive Director
Tim Larned, Park Superintendent
Lauren Chicote, Operations Manager
Cc: Mayor Miro Weinberger
Cindi White, Director Parks Recreation and Waterfront
Re: Annual Report from Winooski Valley Park District

Thank you for your continued support of the Winooski Valley Park District. I write to provide you updates on our activities highlighting the value of your annual investment – which is leveraged each year with grants, leasing, donated services and materials, volunteer labor and strategic partnerships.

A Vermont Regional Municipality, WVPD owns and manages 1,757 permanently conserved acres across eighteen public parks on behalf of its eight member towns. In Burlington this includes Ethan Allen Homestead, Salmon Hole/Riverwalk, Derway Island Natural Area, Derway Cove, Mayes Landing, Heineburg Wetlands and Valley Ridge. All WVPD parks are open to the public at no charge, and proactively managed for outdoor recreation and ecological health. Thanks to your annual support, this system is thriving and growing – with two new potential parks (in Williston and Winooski) coming online over the next several years.

Leveraging resources is a key strategy to maintaining and improving the WVPD park system. Grantsmanship for capital projects and strategic partnerships with public/private/non-profit entities are at the core of WVPD's operating principles. Volunteer-supported tree plantings, invasive plant management, trail maintenance, and special events and programs are all back to pre-pandemic levels, with multiple groups returning each year to assist.



As WVPD celebrates 50 years of existence, changes are occurring. We welcomed a new community into the fold (Essex Junction), are working on the addition of new parks in Williston and Winooski, and are upgrading park infrastructure and buildings.

WVPD continues to see significant increases in park use - a trend that has not abated since the start of the pandemic in 2020. WVPD's seasonal crew is fully engaged performing trail maintenance, litter pick-up, and managing the wear and tear of hard use throughout the WVPD's network of natural areas.

Even before the recent flood, natural events have been dominating WVPD's work: several large wind and ice storms this past winter resulted in multiple blow downs throughout several of the WVPD's trail networks, with WVPD staff spending many hours this past fall and winter clearing the trails - a process that continues. At the nine parks that were impacted by the recent flooding event, reconstruction of walking bridges, puncheon, steps, and washed-out areas is ongoing.

Flood Event Impacts and Response

While presenting operational challenges, the recent flood has reinforced the importance of WVPD's role as owner/manager of floodplains, shoreline, and wetlands – all of which are working to mitigate floodwaters. Resilience is built into our system: despite significant damage to WVPD's pedestrian infrastructure and shoreline erosion and siltation, no buildings, vehicles, or other infrastructure were impacted.



WVPD Parks Impacted by the Flood Event

Ethan Allen Homestead: entire floodplain inundated, bridges/puncheons dislodged, trails washed out, significant silt and debris, eight acres of crops destroyed.

Delta Park: significant debris and trash accumulated from high water.

Derway Island: entire peninsula inundated, trails washed out, shoreline eroded.

Derway Cove: approx. 8,000 square feet of shoreline lost along with several mature trees.

Heineburg Wetlands: completely inundated with floodwater (no mitigation needed).

Macrae Park: historic bridge completely overtopped, parking area washed out, trees down.

Mayes Landing: approx. 2,000 square feet of shoreline lost, foundation of bicycle bridge exposed.

Muddy Brook: park completely inundated; infrastructure dislodged.

Riverwalk: trail completely overtopped, multiple boardwalks and bridges dislodged/damaged.

Salmon Hole: completely submerged during the flood, with multiple washouts.

Woodside Park: The highest water levels were observed here, with multiple bridges dislodged/damaged.



To mitigate the damage caused by the flooding, WVPD:

- received a \$7,500 grant from the VT Flood Response & Recovery Fund 2023 of the Vermont Community Foundation which will cover the cost of materials, rental of dumpsters and equipment;
- applied for and received another \$7,500 grant from the Lake Champlain Basin Program which will cover labor costs associated with flood mitigation;
- has started filing insurance claims with PACIF for several bridges, stairs and puncheon;
- is responding to significant shoreline loss and erosion at Derway Cove and Mayes Landing, seeking additional resources to stabilize the shoreline with plantings and native materials.



Capital projects and Initiatives in Burlington

Museum Barn Roofing Replacement

- Thanks to a CDBG grant, the first phase of roofing shingles is in the permitting stages for the Museum Barn and will be under construction in late 2023.

Allen House water Damage Repairs

- Utilizing WVPD Capital Funds, work is commencing on drainage system upgrades and repair of water damage at the 18th century Allen House cabin.

Derway Cove

- WVPD will improve the surface material at the canoe/kayak launch ramp at Derway Cove
- Damage and shoreline loss from recent flooding will be addressed in stages over the next 1-2 years.

Wetlands Walk North

- A popular 360' elevated boardwalk at Ethan Allen Homestead park built in 1992 and now closed, WVPD will commence work on the first sections of the new boardwalk. Funds for phase 1 have been secured through a Vermont Outdoor Recreation Economic Collaborative (VOREC) Grant in partnership with the City of Burlington's Recreation, Parks, and Waterfront Department.

Mobilizing for the Future

With climate change and water quality issues dominant, WVPD finds itself at the forefront of the movement to preserve lands that can contribute to positive ecological change.

Originally formed in response to the rapid land use changes in the late 1960's and 70's, WVPD's mission was focused on preserving areas of scenic beauty and providing recreational access. While these values persist, WVPD is increasingly focused on ecological values and the ability of our landscapes to process floodwaters, host rare and endangered species, and provide top quality habitat – all while providing robust public access.



The recent flood event in Vermont, which enveloped nine WVPD parks, reduced miles of trails into torrential streams, and carved off thousands of square feet of shoreline, further motivates WVPD Staff and Board to carry out our mission.

The staff and Board of Trustees thank you for your continuing support of WVPD. We will continue to work to build value into the investments made each year by our member towns.



Agreement Letter – City of Burlington & the Burlington Housing Authority

March 14, 2024

Subject: Agreement for Enhanced Security Measures at Decker Towers and Financial Support from the City of Burlington Housing Trust Fund for Capital Improvements at Decker Towers

This Agreement Letter details the agreement between the City of Burlington (the "City") and the Burlington Housing Authority (BHA). The Agreement Letter outlines the commitments from both parties to ensure the enhancement and betterment of living conditions at Decker Towers.

Section 1: Commitments by Burlington Housing Authority:

BHA has undertaken a series of efforts to improve security and quality of life in Decker Towers that are extensively detailed elsewhere. For the purposes of this letter, BHA commits to:

- Continuing efforts to better secure entrances into the building and minimize the incidence of unauthorized individuals gaining access to the building.
- Continuing the overnight sweeps by the Chittenden County Sheriff (the Sheriff), begun at the end of February, for up to 12 months. These sweeps, which take place 4 times a night Monday through Friday, have made a noticeable impact to residents.
- Continuing the overnight sweeps by Censor Security (Censor) for the same timeframe. These sweeps have been ongoing for much of 2023 and the first 3 months of 2024.
- Identifying and hiring a new overnight security guard (12-hour shift), stationed in the lobby but expected to rove throughout the building in coordination with ongoing sweeps. This guard will:
 - Utilize a video feed provided by BHA to help guide their roving patrols.
 - Implement a protocol for visitor access at the main lobby when they are present at that location. The guard cannot prevent invited guests who abide by BHA's lease terms from entering the building, but the guard will ask non-tenants who enter to provide their name and confirm that they are invited by the resident of the apartment they claim to be visiting.
 - The guard will keep a log of these guests and the apartments to which they claim to be invited.
 - Coordinate with the Sheriff, Censor, and the Burlington Police Department (which is also conducting periodic patrols in the building) to exchange information and maximize the effectiveness of roving patrols.
- BHA also commits to evaluate the City's additional no-trespass recommendations at its March 26, 2024, BHA Board meeting.
- BHA will engage a security professional to develop a feasible and affordable security plan for BHA to restrict unauthorized individuals from accessing Decker Towers. The plan will consider a layered security approach including capital investments, changes to building operations, and security staffing.
- BHA will designate a point of contact for the City with regard to this agreement to enable continued collaboration and communication.

BHA will immediately commence a search for the overnight security guard, with an expected time to placement of about 3 weeks, based on conversations with Censor.

Section 2: Commitments by the City of Burlington

The City commits to providing financial support to BHA for necessary capital improvements in Decker Towers. The City intends to fund capital improvements related to the new overnight guard as a priority (i.e., a new booth or desk or station in the lobby, etc. as determined by BHA and Censor), and recognizes the value of other capital improvements BHA has made or plans to make to improve overall building security and quality of life – lighting, surveillance equipment, locks, life-safety investments, and the like.

- The City commits to grant \$38,125 of capital funding (reimbursements for security-related improvements) from the Housing Trust Fund, which is equivalent to 3 months of the estimated cost of an overnight security guard,
- The City commits to reimburse BHA for 50% of the cost of the security consultant report so long as the City is given the opportunity to review and approve the consultant contract, and the City is consulted with during the preparation of the report and prior to plan implementation.
- The City will consider further Housing Trust Fund grants that support BHA implementing security measures recommended in the report and committed to by BHA.

Both parties agree to operate in good faith and update each other on any material adjustments to this agreement well in advance of a change.

Acknowledged and Agreed

Miro Weinberger
Mayor
City of Burlington

Acknowledged and Agreed:

Steven Murray
Executive Director
Burlington Housing Authority

Signature: 

Date: 4/1/24

Date: 4/1/2024

Signature: _____

Burlington City Council



To: City Council

From: Ben Traverse, City Council President

Date: April 5, 2024

Re: Standing Committee Appointments

I write pursuant to Rule 5 of the City Council's Rules and Regulations to notify you of the following appointments to the Council's standing committees:

Ordinance

Joan Shannon, Chair
Becca McKnight
Gene Bergman

Charter Change

Gene Bergman, Chair
Sarah Carpenter
Tim Doherty

CDNR

Carter Neubieser, Chair
Evan Litwin
Joe Kane

Human Resources

Sarah Carpenter, Chair
Evan Litwin
Marek Broderick

License

Joan Shannon, Chair
Melo Grant
Marek Broderick

PAC

Becca McKnight, Chair
Carter Neubieser
Mark Barlow

Public Safety

Melo Grant, Chair
Mark Barlow
Carter Neubieser

REIB

Melo Grant, Chair
Gene Bergman
Becca McKnight

TEU

Mark Barlow, Chair
Gene Bergman
Evan Litwin
Marek Broderick

Tax Abatement

Tim Doherty, Chair
Joe Kane
Joan Shannon

R. MARCUS WEST
POST OFFICE BOX 1079
BARRE, VERMONT
05641

March 21, 2024

Representative Emma Mulvaney-Stanak
Vermont House of Delegates
115 State Street
Montpelier, VT 05633

'24 MAR 25 PM 2:51

RE: MENTAL ILLNESS AND NARCOTIC DRUG-CRIME

Representative Mulvaney-Stanak:

According to a political propaganda piece appearing in the March 20-27, 2024 edition of the *Seven Days* newspaper, you have "*long-backed the idea and [are] a sponsor of the overdose-prevention legislation*" that is *House Bill 72*, and you "*want Burlington to be one of the first places in Vermont that will get an (overdose-prevention center)*".

The *Seven Days* article goes on to report that you are of mind to persist in your House seat in order to assist in unlawful adoption of your federally prohibited, drug-racketeering scheme by mafia majority organized in political party of the State.

It is apparent that you are a person of bad character, deficient intelligence, and unsound mind. You are a very mentally disordered and psychologically immature little girl.

Federal drug-crime cannot be made "legal" in Vermont by pretended authority of legislature and State; and you are mentally defective to believe that the State may commit crime against the laws of the United States, if a majority of private, political party agents in Legislature agree among themselves to do so.

That you would desire to promote federal drug-crime in Vermont is evidence of your bad character: Decent people do not wish to contribute to the delinquency and corruption of morals of society.

Your assertion of "*overdose-prevention*" is a fraud: Heroin-addiction is driven by a *death wish* that is not overcome by "*overdose-prevention*" --- the addicted person will continue to use and to overdose until she dies --- and your fanciful notion of establishing federally prohibited, safe shoot-up sites in Vermont serves only to assist the illegal, mafia-interest of Black Market commerce of addictive drugs until such time that the addict fulfills the *death wish*; and your deficient intelligence and abundant lack of knowledge regarding heroin addiction and recovery contributes to your bad character, criminal objectives, and unsound mind.

So long as you continue to falsely believe that the political agency of the State of Vermont supersedes the authority of *Constitution* and laws of the United States, you cannot be considered of sound mind and fit for duty as a public officer at any level of public service.

24 MAR 25 PM 2:52

- 2 -

So long as you continue to deny psychiatric science and refuse to comport yourself within the law of the United States, you are not of sound mind and not fit for duty as a public officer at any level of public service.

So long as you continue to believe that drug-activity involving federally controlled substances is "legal" activity in Vermont, you are suffering *delusion of false belief* and you are unfit for duty as a public officer at any level of public service.

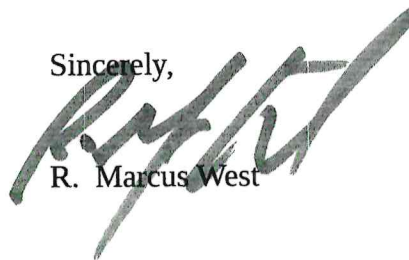
You are not at liberty to deny external reality of facts and law. The features of *clinical idiocy*, i.e., inability to learn and inability to guard against common dangers, render you mentally defective and unfit for duty as a public officer at any level of public service. You are wack-a-doodle, and you publicly display the personal traits of arrogance and egomania that attach to college-indoctrination.

Accordingly, you shall want to remedy your bad character and criminal traits, rectify your intellectual deficiency and mental disorder, and alter your political party notions and the wayward thinking of your unsound mind, to overcome the present *psychosis* by which you advance the criminal agenda of the political party organization of the *Green Mountain Mafia* of Vermont.

Beware of being a finger-puppet of the Black Hand of mafia in politics.

Your unmerited, high-opinion of yourself is not at parity with reality; and self-love and self-importance is inconsistent with the humility required to rise to a position of public service. You display criminal character traits and lack of fealty to the United States, which are unacceptable in the performance of public duty. Kindly come to your senses, resign from public office, and remove yourself from politics and public affairs.

Sincerely,



R. Marcus West

cf: Department of Mental Health
Burlington City Council
Burlington City Police
Vermont Progressive Party
Chittenden County State's Attorney, Sarah George
Attorney General Charity Clark
Governor Phil Scott
Lt. Governor David Zuckerman
Senate President, pro tempore, Philip Baruth
House Speaker Jill Krowinski

R. MARCUS WEST
POST OFFICE BOX 1079
BARRE< VERMONT
05641

March 22, 2024

Councilor Joan Shannon
Burlington City Council
Burlington City Hall
149 Church Street
Burlington, VT 05401

24 MAR 25 PM 2:52

RE: ENDORSEMENT OF FEDERAL DRUG-CRIME

Councilor Shannon:

According to a propaganda piece published in the March 20-27, 2024 edition of the *Seven Days* newspaper, you were *"initially skeptical of the approach [of overdose-prevention centers], but said that after learning more"*, you came to *"endorse it"*.

So, after *"learning more"*, you came to *"endorse"* criminal violation of federal drug-law of the United States. This does not convey operation of sound mind: I.V. drug-abuse is federal drug-crime in all places under the United States, *"any Thing to the Contrary in the Constitution or laws of any State notwithstanding"* (USC Const. Art. VI [2]); and the State of Vermont possesses no lawful or legitimate authority to declare *"legal"* what is made *illegal* by federal law of the United States.

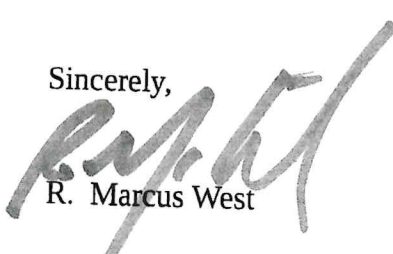
Do you suggest that after *"learning more"* you have now some superior knowledge of scientific facts and prevailing law that has convinced you of the propriety and necessity of the State assisting in federally prohibited drug-abuse? You are invited to share the information that compels you to *"endorse"* the political party initiative to assist criminal, drug-related activities in Vermont.

There is no evidence to establish that overdose-prevention centers are the answer to the problem of illegal availability of addictive substances and the criminal abuse of them; and there is no precedent of law upon which to predicate state-assistance of federally prohibited, drug-related activities. I welcome your newly obtained, superior knowledge in this matter, in order that we all may rise to your greater level of intelligence and wisdom as a college indoctrinate of the political agency of the State.

You can not believe that drug-related activities are *"legal"* in Vermont and be considered competent in cognitive function or soundness of mind. Endorsing mafia-drug-crime is under no circumstances an acceptable option for any oath-bound servant of the Public Trust.

May you shake-off your mafia-influence and mental infirmity, and return to a psychological condition with respect for law and order.

Sincerely,


R. Marcus West

R. MARCUS WEST
POST OFFICE BOX 1079
BARRE, VERMONT
05641

March 21, 2024

Governor Phil Scott
109 State Street, Pavilion
Montpelier, VT, 05602

24 MAR 25 PM 2:52

RE: THE LEGISLATURE IS "IN DENIAL"

Governor:

Local, television news this morning broadcast your public assertion that the Legislature is "in denial", a psychiatric disorder; and your assertion is correct.

Denial, in psychiatric terms, is a primitive and potent psychological defense mechanism, by which persons psychologically refuse to grant truth; and *denial* is classified as a mentally *unhealthy defense mechanism*.

The Vermont Legislature is in *denial* of factual reality and law that the Legislature is *irrational*, and that *irrational legislature* is not a lawful entity.

The Vermont Legislature is in *denial* of factual reality and law that the Legislature may not and can not supersede the jurisdiction and authority of *Constitution* or federal law of the United States.

The Vermont Legislature is in *denial* of factual reality and law that the State of Vermont may not and can not assist drug-related activities in Vermont that are prohibited by the *Controlled Substances Act* of the United States (21 USC §811).

The Vermont Legislature is in *denial* of factual reality and law that the State of Vermont may not and can not deny equal protection of law of the United States, and that violation of constitutional magnitude by the State is de facto secession from Union under *Constitution of the United States*.

The Vermont Legislature is in *denial* of factual reality and law that the State of Vermont is an outlaw territory of the United States, in seized political control by super-majority political party, and engaged in federally prohibited, drug-related, mafia-activities and diverse defrauding schemes against the people of the State.

The political party policy of *denial* employed by the political party agents of the Vermont Legislature has manifest in the Legislature adopting political ideology that is *delusion* of fixed, *false belief* and acting in *psychosis* as Legislature that is not in contact with reality.

Given the indisputable mental illness of the political party agents of the Vermont Legislature, and the wanton criminal acts and omissions advanced by the Legislature this session, application of the legal doctrine of "*False in one thing, false in everything*" requires you, as Governor, to veto the entire

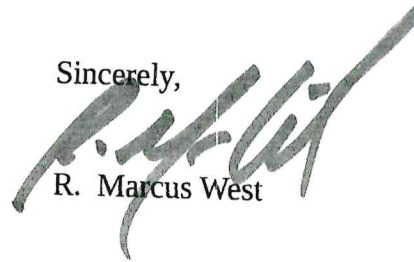
124 MAR 25 PM 2:52

body of legislation of the 2024 legislative session, by reason of *irrational legislature*, acting under *false and delusional belief*, in criminal organization of political party in rebellion against the United States.

In our American system of Government, elected officials are public servants under mandate of duty imposed by *Constitution of the United States*. The people instruct their representatives; the representatives do not instruct the people. The political party agents of the Vermont Legislature are lost in the madness of *arrogance of power* by which Vermont lawmakers are divorced from reality.

Now that you have made public the mental illness of the Vermont Legislature, it is time to fully expose the political agency of the State that is in league with the illegal drug-rackets and criminal activities of the *Green Mountain Mafia* of Vermont.

Sincerely,

A handwritten signature in dark ink, appearing to read 'R. Marcus West', is written over the typed name.

R. Marcus West

cf: Vermont Democratic Party
Vermont Progressive Party
Vermont Republican Party
Lt. Governor David Zuckerman
Senate President, pro tempore, Philip Baruth
House Speaker Jill Krowinski
Attorney General Charity Clark
Vermont Department of Mental Health
Senator Bernie Sanders
Senator Peter Welch
Representative Rebecca Balint

Jackson McCormick
South Burlington H.S.
550 Dorset ST S. Burlington, VT 05403

3/20/2024

Dear, Burlington City Council

Drug use is a massive problem in the world especially right now. The U.S. has a very big problem with drug use, but in the town that I grew up in Burlington and lived in my whole life, Struggles with major drug use. You could walk down the street of Burlington and see homeless people, doing drugs, dirty needles on the side of the street, and more.

When I grew up in Burlington, and when I did you never saw a single homeless person or drugs downtown. But now you see people getting high all over downtown and burlington. As a kid I remember walking downtown with my grandma and it was a really nice place, the old buildings, the trees, and the amazing restaurants. But now people are afraid to go downtown and walk around.

I've had two people in my life die from drug overdoses and drug abuse: my aunt and my dad. I never knew my dad used drugs, he was sober for over 18 years. So if my dad could do it, these people can get help with their addiction but the city needs to help.

"Vermont is set to receive 100 million dollars in opioid settlement money over the next 15 years but we have only received 200,000 dollars. Vermont's first responders have responded to over 386 overdose calls this past year." So this 386 number shows that we need that money to help us and we need it sooner rather than later.

Another thing that a member of the health and safety committee said was "I think it is important that we provide this resolution with the urgency that is commensurate with the urgency that is the incredible public safety crisis that our city is now facing," said Councilor Tim Doherty, D-East, a member of the Public Safety Committee.

I think if the city of Burlington and the Governor of Vermont put in enough effort into this pandemic. We could get people in Burlington cleaned up and make it so the younger family can have the same experience as me and my grandma.

Sincerely,



From: Erhard Mahnke <erhardm@burlingtontelecom.net>

Sent: Monday, March 25, 2024 5:41 PM

To: Mark Barlow <mbarlow@burlingtonvt.gov>; Karen Paul <kpaul@burlingtonvt.gov>; Zoraya Hightower <Zhightower@burlingtonvt.gov>; Joan Shannon <jshannon@burlingtonvt.gov>; Gene Bergman <gbergman@burlingtonvt.gov>; Joseph Magee <jmagee@burlingtonvt.gov>; Sarah Carpenter <scarpenter@burlingtonvt.gov>; Benjamin Traverse <btraverse@burlingtonvt.gov>; Ali Dieng <adieng@burlingtonvt.gov>; Tim Doherty <tdoherty@burlingtonvt.gov>; Hannah King <hking@burlingtonvt.gov>; Melo Grant <megrant@burlingtonvt.gov>

Cc: Lori Olberg <lolberg@burlingtonvt.gov>; Meagan Tuttle <mtuttle@burlingtonvt.gov>; Mayor's Office <mayor@burlingtonvt.gov>; Emma Mulvaney-Stanak <emmajms@gmail.com>; Carter Neubieser <carterneubieser@gmail.com>

Subject: Please send Neighborhood Code back to committee for more work & please include in Public Comment record

[WARNING]: This email was sent from someone outside of the City of Burlington.

Dear Council President Paul and Council Members,

Thanks as always for the opportunity to comment and for the time you spend wrestling with the difficult public policy decisions facing our great little city.

With all due respect for you, the Mayor, and all the folks who have worked on it and advocated for it, I ask that you send Neighborhood Code back to committee for more work. Barring that, please postpone the effective date and, at a minimum, pass the amendments before you and commit to coming back within 6 months to improve it.

As some of you know, I recently retired from a 40-plus year career working in affordable housing, community development, and municipal affairs. My last gig was working for Bernie as an outreach representative and as his housing policy advisor. As a Planning Commissioner and City Councilor during the '80's I was part of the team working with Bernie and Peter Clavelle that helped bring Burlington national accolades for its livability and made it such a desirable place to live.

I hope it goes without saying that as a long-time affordable housing advocate I have always been a proponent of eliminating exclusionary zoning practices, increasing opportunities for more multi-family housing, greater density, and the type of infill development we have come to call "Missing Middle" housing. We have a multi-dimensional housing crisis and upzoning to create greater residential infill is one part of the solution.

There are many elements of the proposed zoning amendment that are positive:

- We are long overdue in bringing residential zoning in line with the higher densities of our historic settlement patterns so that owners can make common sense additions and improvements to their properties;
- It brings us into compliance with new state land use requirements to promote housing;

- Allowing two separate structures is positive as it allows better design flexibility to accommodate more housing;
- Increasing development along major arterials served by public transportation is a no-brainer; and
- Above all, it is important to allow for duplexes and other small multi-family dwellings by right and with more relaxed dimensional requirements, which is more in line with existing densities.

That said, what you have before you is a bridge too far.

The allowable number of units for both RM and RL go far beyond what progressive jurisdictions around the country are doing in terms of upzoning for the Missing Middle.

The entire process has been rushed, starting as modest zoning reform and turned into rezoning practically the entire city. Most Burlingtonians are just waking up to what you are voting on tonight.

There does not appear to have been much thought given to unintended consequences and the real harm it will do to the livability of many of our existing neighborhoods -- especially those that are already heavily impacted by student housing. Will the additional development require upgrades to our infrastructure? How will we preserve the lake from the additional urban runoff? How will the need for *real* affordability be met, as well as the need to get UVM to provide more student housing and cap their enrollment?

Many others have spoken eloquently about the shortcomings of the current proposal. I'll focus on what I know best: affordability. I want to be perfectly clear -- there is *nothing* in the proposed zoning that would create more affordable housing for those whose need is the greatest: low- and lower middle income working families, especially single-parent households and service sector workers, as well as people in traditionally marginalized communities, seniors, people with disabilities and others living on fixed incomes -- not to mention people experiencing homelessness with virtually no income or living on SSI disability. These are the renters who are the most severely cost-burdened in our current market, paying over 40, 50 and 60 percent and more of their income for their shelter costs.

Without requiring some level of affordability by making Inclusionary Zoning apply to Neighborhood Code, we will just be creating more one- and two-bedroom apartments with market rents *starting at* \$1,800 and \$2,500 a month respectively, plus utilities, which require annual household incomes of \$79,000 and \$108,000 respectively to be affordable. Projects will not pencil out at lower rents. In all likelihood, they will need to be higher for developers to make a reasonable return on investment. Without provisions requiring economic inclusion and equity, more housing at these prices *exacerbates* the problem instead of helping. They will not help retail sector workers, child care providers, folks working in the nonprofit sector, or UVM or Medical Center support staff, just to name a few.

The proposed rezoning also does nothing to help families get into homeownership, allowing them to build wealth and send needed additional students to our new high school. Our area's median price for an existing home is currently \$507,000, \$701,000 for a new home, and \$350,000 for a condominium. To afford those prices, a household would need annual income of \$184,000 plus \$35,000 cash down at closing, \$254,000 plus \$50,000 cash, and \$127,000 plus \$29,000 cash, respectively. Creating more housing or condos at these prices does not help get young families into homeownership. Nor does it help People of Color, who have experienced a history of barriers to entry level homeownership, largely at the hands of decades of racist government and lending policy.

Inclusionary Zoning provisions allow for greater density, providing a developer with additional units to spread their fixed costs over. In return, a percentage of those units must be affordable. Similarly, allowing greater numbers of units on an existing single or small multi-family lot increases its value and should come with the requirement that some units are affordable. Additional public subsidy devoted to this effort would help as well, either through subsidized loans, forgivable grants, tax credits, or tax abatements. These are all things that need to be looked at to make NC produce the desired goals.

In closing, I just want to remind everyone that trickle-down economics doesn't work for the economy – and it doesn't work for housing either. Put another way, the market economy does not float all boats. It needs government interventions to help level the playing field. It always has!

Again, please send NC back to committee for more work. Barring that, please postpone the effective date and, at a minimum, pass the amendments before you and commit to coming back within 6 months to improve it.

Thanks for listening.

All my best,
~erhard

Erhard Mahnke
60 Grove Street
Burlington, VT 05401
802-862-4841 (h) | 802-233-2902 (cell)
erhardm@burlingtontelecom.net

Sunday, March 24, 2024

Dear City Councilors,

As a resident of Burlington for over 30 years, both as a renter and a homeowner, I ask that on Monday night you vote to send the current version of Neighborhood Code (along with the proposed amendments) back to the Planning Commission and the Ordinance Committee for refinement.

I am not alone in making this request. There is widespread opposition to the current proposal among the people who elected you to represent them.

The attached petition shows that nearly 300 other Burlington citizens (including constituents in each of your wards) oppose passing Neighborhood Code “as is” and support sending it back to committee where, with more public input, the ordinance can be improved. The people who signed this petition live in every ward in the city.

I cannot speak for other’s but for me, there are many compelling reasons not to pass the code as it is written or with the currently proposed amendments. I list some of them below.

Neighborhood Code is a dramatic change in current zoning that:

- 1) **does little to assure new housing is affordable** – it relies on notoriously fickle market forces and trickle-down economic ideas
- 2) **is based on flawed, computer-generated lot coverage data** that show shadows as building footprints in our neighborhood. These “model-derived data” have not been verified by on-the-ground measurements.
- 3) **perpetuates inequality between neighborhoods** by keeping the lowest density in the wealthiest areas of Burlington
- 4) **contradicts PlanBTV** which requires that residential neighborhoods be sustained through “small and incremental change that is consistent with the existing development pattern, building scale, and neighborhood character.” It thus violates Vermont state statute 24 V.S.A. § 4441 that requires any zoning amendment “conforms with or furthers the goals and policies contained in the municipal plan”.

Since the first City Council hearing, it has become increasingly clear that the proposed changes in zoning will not serve Burlington and its citizens well because the current proposal:

- 1) was **hastily conceived and inadequately vetted** with little consideration of **unintended consequences**,
- 2) is being **rushed through the Council by the outgoing administration and a small number of vocal proponents** resulting in minimal citizen input,
- 3) **will not ensure diverse housing options** at a variety of price levels for single people, couples, and families and,

4) by reducing greenspace, in the face of heavier rainfall driven by climate change, **will increase sewage overflows into Lake Champlain**, impacting water quality and closing Burlington beaches with increasing frequency in addition to magnifying the urban heat island just as the climate warms sharply.

Going forward, I urge the council to consider changing Neighborhood Code in the context of the University of Vermont's outsized impact on the city, particularly in wards surrounding the campus. The State auditor's report is unambiguous. Actions by UVM over the past decades (expanding the student body without providing housing) drove much of Burlington's current housing crisis.

If the city incentivized UVM to convert some of their half million square feet of surface parking to student housing for at least the junior class, hundreds if not thousands of apartments and houses would open in the community – close to campus. I urge you all to catalyze this transition by changing zoning in the institutional district to allow for increased density, higher buildings, and a variety of living situations. UVM has the land. Developers would be guaranteed occupancy. The city would reclaim housing. It's a win-win-win.

Lastly, I urge you not to pass the code now and then try fix it in the future as some have suggested must happen on Monday to address the housing shortage. There is too much at stake to pass flawed legislation and hope that it will get fixed later. Thanks to recent council actions, there are thousands of housing units of housing now in the pipeline; we have some breathing room.

Please, take the time and go through the process of soliciting the broad public input needed to get Neighborhood Code right the first time. Send Neighborhood Code back to committee, build consensus, follow plan BTV, and pass updated zoning with broad public support.

Thank you for considering my thoughts and the opinion of nearly 300 Burlington citizens who took the time to sign the attached petition.

Paul Bierman
86 Brookes Avenue

Neighborhood Code - we must do better

B I U ↺ ✕

Diverse additional housing options are needed in Burlington to provide homes for all. However, Neighborhood Code, which is up for a vote by the City Council on March 25th, will dramatically change the fabric of Burlington neighborhoods, ignores increases in stormwater run-off, and does little to increase affordability.

Developers will be able to construct 8 or even 10 units of housing in two buildings on most lots in Burlington neighborhoods. The proposal will increase allowable lot coverage (by at least 30% and by as much as 70% depending on the neighborhood) with no assurance of affordability.

Neighborhood Code contradicts PlanBTV which requires that Residential Neighborhoods be sustained through "small and incremental change that is consistent with the existing development pattern, building scale, and neighborhood character."

Neighborhood code thus violates Vermont state statute 24 V.S.A. § 4441 that requires that any zoning amendment "conforms with or furthers the goals and policies contained in the municipal plan".

We the undersigned ask that the City Council return Neighborhood Code to the Planning Commission and the Ordinance Committee for further necessary revision until it is consistent with PlanBTV while at the same time expanding diverse housing opportunities, increasing housing affordability, protecting the environment, and acknowledging the need to consider the limits of existing infrastructure and the on-going climate crisis.

	Your full name	Your full address	Your ward NUMBER (if you know it)	COUNT
3/23/2024 16:17:10	Adam Wager	197 N Willard St	1	1
3/18/2024 16:29:48	Aimee I. Gaffney	13 Grey Meadow Drive, Burlington, Vt 05408	4	2
3/15/2024 21:18:27	Alexander C Johnston	148 Loomis Street	1	3
3/17/2024 19:35:08	Alexander Friend	53 Henry Street	1	4
3/19/2024 16:05:54	Alia Liberatore	78 Harrison Ave Burlington VT 05401	5	5
3/21/2024 10:55:42	Alison Pechenick	40 Prospect Hill, Burlington	1	6
3/23/2024 16:41:08	Allison Savage	41 Marble Avenue	5	7
3/16/2024 23:04:44	Ailyn B. Petit	51 High Grive Court, Burlington	1	8
3/23/2024 17:35:36	Almy Landauer	303 Redrock Dr	5	9
3/20/2024 17:57:30	alyson rilwy	133 nottingham lane burlington vt 05408	4	10
3/17/2024 16:55:25	Amy Demarest	16 Wilson Street	1	11
3/16/2024 7:35:49	Amy Mentos	462 S Willard Street	6	12
3/23/2024 16:45:22	Andrea Etter	120 Home Ave	5	13
3/18/2024 22:58:07	Andrea Rogers (Andrea	387 So Union St.	6	14
3/22/2024 21:38:23	Andrea Rumsey	79 Hyde St; Burlington, VT	8	15
3/22/2024 17:10:29	Andrew Raubvogel	49 Mansfield Ave	1	16
3/23/2024 17:07:03	Anita Rapone	83 Summit Ridge, Burlington	6	17
3/18/2024 15:06:22	Ann Kalinoski	105 Lori Lane Burlington VT 05408	7	18
3/23/2024 16:39:49	Ann Pond	92 Fairmount Street	6	19
3/19/2024 17:14:04	Ann Rathbone	120 Robinson Pkwy, Burlington, VT 05401	6	20
3/17/2024 8:32:05	Ann Vivian	127 Mansfield Ave	1	21
3/16/2024 14:34:33	Anna Drummond	64 North Prospect St	1	22
3/18/2024 19:19:08	Anne Allen	270 Redrock Drive 05401	5	23
3/24/2024 17:15:42	Anne Breña	34 Bradley Street	8	24
3/23/2024 23:42:29	Anne Clark	16 Converse Court, Burlington, VT 05401	3	25
3/24/2024 7:39:42	Anne Coss	120 Lyman Ave. Burlington VT	5	26
3/18/2024 12:47:55	Anne Geroski	545 South Prospect St. Burlington, VT	6	27
3/19/2024 18:33:48	Anne M. Barbano	45 Cliff St Burlington VT	6	28
3/22/2024 19:52:02	Annie D'Alton	24 Pomeroy St Burlington VT 05401	2	29
3/23/2024 16:59:51	Anthony Lauzon	62 Brookes Avenue	1	30
3/22/2024 15:39:00	Arnold C. Wetherhead	21 Clymer St.	6	31
3/25/2024 9:53:11	Barbara George	85 Glen Road	6	32
3/15/2024 16:36:29	Barbara Wager	54 Brookes Avenue	1	33
3/23/2024 16:49:55	Barbara Walter	219 North Winooski Ave, Unit 3	2	34
3/23/2024 16:32:10	Barbarz Carroll	3: Southwind Drive	5	35

3/19/2024 7:24:20	Barry Mansfield	74 Bildeau Court	1	36
3/23/2024 17:41:45	Beth mintz	122 Redrock Dr #104 Burlington	5	37
3/22/2024 18:13:14	Bill Harvey	195 North Prospect Street	1	38
3/23/2024 17:01:25	Bill Pierson	33 North Ave, Unit 1, Burlington VT 05401	3	39
3/24/2024 22:04:23	Breck Bowden	11 Brookes Ave	1	40
3/19/2024 18:10:18	Brenda M Owre	43 Fletcher Place, Burlington, VT. 05401	1	41
3/24/2024 16:47:12	Brendan Krause	105 Charlotte Street	5	42
3/25/2024 15:13:03	Brian Cina	12 1/2 Isham Street	3	43
3/21/2024 17:42:02	Brian Prindle	44 Booth Street	2	44
3/21/2024 8:54:17	Brooke Hadwen	42 Southwind Dr, Burlington Vt 05401	5	45
3/18/2024 16:05:45	Bruce Allis	35 Wright Ave ,Burlington vt	5	46
3/24/2024 17:58:10	Bryan Wemple	27 Case Pkwy	1	47
3/25/2024 14:34:41	Burke Bouchard	71 Henry St.	1	48
3/15/2024 22:12:33	Carolyn hanson	118 spruce st	6	49
3/15/2024 11:59:04	Caryn Long	55 Henry Street	1	50
3/18/2024 22:04:18	Catherine Bock	175A North Prospect Street, Burlington VT 05401	1	51
3/16/2024 10:24:31	Cecilia Redmond	47 High Grove Court	1	52
3/17/2024 15:00:10	Chelsey Pope Tallman	20 Central Ave	5	53
3/24/2024 20:56:20	Chris Bullard	166 Loomis St	1	54
3/20/2024 18:58:20	Christine Hayner	236 South Prospect Street Unit 9 Burlington VT	6	55
3/15/2024 12:46:05	Christine Massey	86 Brookes Ave	1	56
3/22/2024 6:26:50	Christine Wetherhead	21 Clymer Street	6	57
3/23/2024 19:09:55	Cindy Wolkin	92 Brookes Avenue	1	58
3/21/2024 10:53:37	Clare M Doyle	171 Pleasant Ave; Burlington, VT 05408	4	59
3/18/2024 19:01:44	Claudia Moore	34 Scaff Avenue	5	60
3/24/2024 20:36:15	Colleen Perron	120 Charlotte St Burlington VT 05401	5	61
3/18/2024 18:06:27	Collin Freiheit	48 Henry St, Burlington, VT 05401	1	62
3/20/2024 9:10:37	Cory sibal	701 dosey st, south burlington .vt		63
3/18/2024 12:44:01	Cynthia Cook	166 East Ave, Burlington, VT 05401	1	64
3/22/2024 18:23:15	Cynthia Cook	166 East Ave	1	65
3/18/2024 12:03:23	Dale Wadhams	401 S Union St	6	66
3/21/2024 20:17:23	Dan Elliott	173 Starr Farm Road	4	67
3/18/2024 15:54:21	Dana Sicard	79 Central Ave Burlington VT 05401	5	68
3/20/2024 22:33:27	Daniel Weise	21 Revere court Burlington,VT 05408	7	69
3/20/2024 18:06:06	Daniela Vaskova	13 Crombie St, 05401 Burlington	4	70
3/20/2024 13:21:35	david pechenick	40 prospect hill, Burlington 05401	1	71
3/18/2024 13:08:53	David Wark	190 Jackson Ct	8	72
3/18/2024 19:14:16	Deborah Davis Marshall	67/69 wright Ave. Burlington, VT	5	73

3/24/2024 18:59:51	Deborah Ward Lyons	248 North Willard Street BTv	1	74
3/18/2024 18:33:30	Debra Roseman	88 South Union Street / Unit B, zburlington	8	75
3/18/2024 13:09:45	Debra Wark	190 Jackson Ct.	8	76
3/22/2024 22:11:51	Derrick Lawrence	37 Thibault Pkwy, Burlington, VT 05401	1	77
3/20/2024 18:27:35	Deydre Macnow	17 Prospect Hill, Burlington, VT 05401	1	78
3/18/2024 15:46:15	Diane Freiheit	14 Central Avenue, Burlington, VT	5	79
3/19/2024 10:21:47	Diane Gayer	21 Redstone Terrace, Burlington VT	6	80
3/23/2024 16:30:33	Diane Warneck	22 Oak Beach Drive	5	81
3/16/2024 14:31:50	Douglas R Viehmann	127 Mansfield Ave	1	82
3/16/2024 7:06:05	Dr. Martha Lang	138 Colchester Ave.	1	83
3/19/2024 16:52:13	Dunbar Oehmig	230 Loomis Street	1	84
3/17/2024 19:27:48	Eamon Friend	42 Decatur St, Burlington VT	2	85
3/23/2024 17:42:14	Eileen Kristiansen	20 South Crest Drive	5	86
3/24/2024 22:34:39	Eli Standard	22 Wilson St, Burlington, VT 05401	1	87
3/18/2024 13:44:53	Elinore Standard	81 South williams Street	8	88
3/16/2024 8:11:45	Elisabeth Podesta	144 North Willard Street	1	89
3/18/2024 19:10:03	Elizabeth Clayton	90 Caroline St. Burlington	5	90
3/24/2024 4:56:57	Elizabeth Freeman	220 Loomis St, Burlington, VT 05401	1	91
3/18/2024 16:58:17	Elizabeth Morgan	27 Henderson Terrace	6	92
3/18/2024 15:22:01	Elzy Wick	15 Mountview Ct Burlington, VT 05401	6	93
3/18/2024 15:05:22	Emily Wadhams	597 So Prospect St, Burlington, Vt 05401	6	94
3/20/2024 21:25:29	Erfhard Mahnke	60 Grove St., Burlington, VT	1	95
3/20/2024 7:19:09	Eric Strong	33 Prospect Hill	1	96
3/17/2024 10:47:22	Evan Goldsmith	229 Loomis st, Burlington	1	97
3/20/2024 16:57:22	Francine Cohen	57 Hoover Street	6	98
3/22/2024 17:00:05	Francis C Swasey	32 Hickok Place	3	99
3/23/2024 22:13:36	Fred Hill	415 S. Willard Street	6	100
3/17/2024 16:56:47	Frederick Magdoff	16 Wilson Street	1	101
3/19/2024 12:10:58	Gaelen Kilburn	230 Loomis st. Burlington, VT 05401	1	102
3/18/2024 16:52:30	Gary C. Widrick	13 Grey Meadow Drive	4	103
3/24/2024 7:40:26	Geoffrey Mandel	264 S. Cove Rd Burlington, VT 05401	5	104
3/21/2024 10:19:39	George Sliter	24 Brandywine St. Burlington VT 05408	7	105
3/18/2024 17:22:11	Ginny McGrath	21 Thibault Parkway	1	106
3/18/2024 11:05:00	Glenn McRae	131 Mansfield Avenue	1	107
3/15/2024 21:10:53	Greta Spottswood	26 Henry St.	1	108
3/24/2024 16:54:30	Heather Fitzgerald	142 Locust Terrace 05401	5	109
3/25/2024 12:45:39	Heidi Hansen	21 Revere Court	7	110
3/16/2024 0:42:38	Holly Pedrini	72A N. Prospect St.	1	111
3/18/2024 13:26:05	Jack Mentes	462 S Willard St Burlington VT	6	112
3/20/2024 12:17:23	Jackie Levine	21 Scarff Ave, Burlington, VT 05401	5	113
3/16/2024 12:09:42	James Byrne	47 High Grove Court, Burlington, Vermont 05401	1	114
3/20/2024 13:42:35	Jamie strotmeyer	81 Henry street	1	115

3/22/2024 16:51:27	jane mekkelsen	14 grove street	1	116
3/18/2024 16:05:59	Janet Kilburn	230 Loomis Street, Burlington	1	117
3/23/2024 18:14:26	Janice Park	47 Case Pkwy	1	118
3/25/2024 9:38:30	Javier Santalla Elias	44 Bilodeau Ct, Burlington, VT, 05401	1	119
3/17/2024 17:59:10	Jay Ashman	545 South Prospect St. Unit 39	6	120
3/20/2024 21:05:50	Jean Waltz	32 Cedar St. Burlington, VT 05402	2	121
3/18/2024 10:33:07	Jeanne Keller	27 Bilodeau Pkwy	1	122
3/20/2024 21:24:31	Jeff Wick	15 Mountview Court	6	123
3/24/2024 15:56:19	Jennifer cassidy	30 E. Village Dr	1	124
3/22/2024 17:01:47	Jennifer ely	125 village green, Burlington VT 05408	7	125
3/17/2024 13:23:49	Jennifer Green	77 Mansfield Avenue	1	126
3/20/2024 15:09:09	Jennifer Watkins	99 Loaldo Drive	4	127
3/23/2024 12:07:19	Jenny Fuller	171 Saratoga Avenue	7	128
3/18/2024 13:53:44	Jenny Grosvenor	35 Wilson Street, Burlington, VT 05401	1	129
3/24/2024 14:20:11	Jim Drummond	64 North Prospect St	1	130
3/23/2024 20:49:06	joanna elliott	173 Starr farm rx	4	131
3/21/2024 18:31:51	Joanne Ramundo	43 Elmwood Ave #305 Burlington VT 05401	3	132
3/16/2024 15:08:53	Joanne Tetsill	237 Loomis St	1	133
3/16/2024 15:12:08	Joelyn Cronin	17 Booth Street	2	134
3/25/2024 7:19:17	Johanne Larson	50 CHARLOTTE ST, Burlington VT	5	135
3/23/2024 16:37:40	Johannes Ziegler	32 Converse Ct	3	136
3/20/2024 8:01:25	John C. Drake	37 Bilodeau Ct., Burlington, VT	1	137
3/22/2024 16:50:12	John Cane	33 Bilodeau Pkwy	1	138
3/23/2024 17:56:17	John Freeman	220 Loomis St. Burlington, Vt.	1	139
3/23/2024 6:53:12	John Leonard	473 North Street	1	140
3/18/2024 11:59:45	John Wadhams	401 S Union St	6	141
3/25/2024 14:03:34	Joy Suzanne Fitzpatrick	135 South Crest Dr-Burlington, VT 05401	5	142
3/22/2024 18:26:04	Judi Schwartz	28 Booth St, Burlington, VT	2	143
3/17/2024 10:44:47	Judith L Satinsky	58A Wright Avenue, Burlington, VT 05401	5	144
3/21/2024 20:34:32	Julia Lynam	412 North Street, Burlington VT 05401	1	145
3/18/2024 11:01:26	Julie Senesac	47 Bittersweet Lane	5	146
3/18/2024 14:54:11	Julie Springer	29 Wilson Street	1	147
3/20/2024 9:28:02	Julie Wasserman	33 Prospect Hill, Burlington VT 05401	1	148
3/22/2024 2:26:00	Kai Mikkel Forlie	27 Germain Street, Burlington	1	149
3/18/2024 15:57:50	karen dawson	58 Wright Ave	5	150
3/24/2024 8:11:18	Karen Huber	254 Ledgewood Circle	5	151
3/21/2024 16:53:57	Karen Tufano	40 school st, Burlington	2	152
3/21/2024 21:13:18	Karl Lukhaup	25 Russell St	2	153
3/24/2024 16:44:49	Kate Larson	54 Caroline Street Burlington VT 05401	5	154
3/17/2024 13:08:35	Kate McDowell	170 Dale Rd	4	155
3/18/2024 17:55:12	Kate pasture	16 Wilson street, Burlington, VT	1	156
3/16/2024 21:09:27	Kate Strotmeyer	81 Henry St	1	157

3/20/2024 10:09:51	Katherine Verman	522 North Street, Burlington	1	158
3/18/2024 9:49:48	Kathleen Baldwin	132 North Prospect St Burlington VT 05401	1	159
3/16/2024 17:05:35	Kathleen Donohue	96 Henry St. Burlington, VT	1	160
3/17/2024 16:21:02	Kathleen Owell	136 N. Prospect St.	1	161
3/20/2024 11:39:04	Kathryn Cartularo	88 Robinson Parkway	6	162
3/15/2024 16:48:22	Kathy Neilsen	25 Wilson Street	1	163
3/17/2024 8:39:02	Katie Lay	434 North Street, Burlington, VT 05401	1	164
3/22/2024 18:11:04	Keith Pillsbury	25 University Terrace	6	165
3/24/2024 9:59:19	Kelly Whitney	464 North St	1	166
3/18/2024 21:07:04	Kenneth R Sicard	79 Central Ave Burlington VT 05401	5	167
3/23/2024 18:07:57	Kevin Grace	24 Scarff Ave Burlington, vt 05401	5	168
3/23/2024 14:31:03	Kevin Trainor	16 Converse Ct	3	169
3/18/2024 10:24:23	Kimberly Price	146 N. Prospect Street Burlington VT 05401	1	170
3/23/2024 13:50:07	Kit Andrews	235 Park St, #1	2	171
3/24/2024 20:30:54	Kitty Bartlett	80 Central Avenue Burlington VT 05401	5	172
3/25/2024 7:30:19	Korin Zigler	19 Booth Street	2	173
3/23/2024 20:33:01	Kristen Chutter-Cressy	167 Ferguson Ave, Burlington	5	174
3/24/2024 7:39:34	Laima Harmon	264 S. Cove Rd, Burlington, VT 05401	5	175
3/23/2024 7:29:28	Larry Miller	73 Charlotte Street	5	176
3/23/2024 2:17:24	Laura Hollowell	102 Charlotte Street	5	177
3/23/2024 14:53:50	Laura Massell	49 Bayview St	6	178
3/18/2024 13:29:02	Laura Standard	22 Wilson Street, Burlington, VT 05401	1	179
3/22/2024 22:19:05	Liisa Reimann	24 Marshall Drive, Burlington	7	180
3/18/2024 22:31:37	Linda Berlin	125 Robinson Pkwy., Burlington, VT 05401	6	181
3/24/2024 20:10:02	Linda Fersing	14 Harbor Watch RD.	5	182
3/23/2024 16:04:33	Linda Looney	60 Green Acres Drive	4	183
3/22/2024 17:52:43	Linda Sheehy	139 Mansfield Ave	1	184
3/17/2024 10:46:13	Lindsay goldsmith	229 Loomis st, Burlington	1	185
3/23/2024 16:40:45	Lindsey M. Huddle	34 N. Williams St., Burlington, VT 05401	1	186
3/17/2024 12:12:45	Linsey Brunner	53 Harrison Ave. Burlington VT 05401	5	187
3/16/2024 20:30:33	Lisa k Lax	42 Thibault, Pkwy	1	188
3/23/2024 16:38:49	Lizzy Sheehan	37 Bright Street #105 Burlington 05401	2	189
3/25/2024 12:23:15	Lynn Martin	130 Mansfield Ave., Apt 201	1	190
3/16/2024 5:44:30	Madeleine Posig	87 Hungerford Terrace	8	191
3/22/2024 17:21:32	Mara R. Saule	43 Prospect Hill	1	192
3/17/2024 12:04:06	Margaret C Conant	69 Mansfield Ave	1	193
3/20/2024 9:23:25	Margaret McNeil	81 Ferguson Ave	5	194
3/17/2024 18:05:17	Marguerite Ashman	545 South Prospect St., Unit 39, Burlington, VT 054	6	195
3/25/2024 7:56:31	Maria Sciancalepore	21 N Williams St.	1	196
3/19/2024 14:44:28	Maribeth Long	24 Elm Terrace #1	6	197
3/24/2024 20:30:45	Marika Massey-Bierman	86 Brookes Ave, Burlington, VT, 05401	1	198
3/25/2024 8:56:29	Marilyn Richardson	14 Gove Ct	5	199

3/21/2024 18:54:27	Mark Bouton	36 Dunder Rd	5	200
3/24/2024 11:56:08	Mark Langan	170 Loomis Street	1	201
3/19/2024 12:59:33	MARK STEPHENSON	2 Tower Terrace	6	202
3/21/2024 8:30:56	Mary Chatebois	56 SOUTH STREET	6	203
3/20/2024 12:55:43	Mary Elizabeth McNeil	304 Redrock Dr Burlington, Vermont 05401	5	204
3/19/2024 18:05:25	Mary Ellen Howrigan	135 Robinson Pkwy	6	205
3/18/2024 15:08:59	Mary Grinnell	93 Robinson Parkway Burlington, Vermont	6	206
3/23/2024 22:12:49	Mary Hill	415 S. Willard Street	6	207
3/17/2024 19:14:46	Mary Moynihan	53 Henry Street	1	208
3/23/2024 17:01:11	Mary Pierce	21 N Williams St	1	209
3/18/2024 21:55:39	Matthew J. Moore	82 Henry Street, Burlington, VT	1	210
3/23/2024 21:54:12	Maureen Fry	57-59 Lakeside Ave BVT	5	211
3/19/2024 10:06:40	Maureen McNeil	81 Ferguson Ave, Burlington, VT 05401	5	212
3/20/2024 22:57:58	Maureen T. Fry	57-59 Lakeside Ave, Burlington VT 05401	5	213
3/16/2024 13:21:54	Maxine Dudek	30 Henry St	1	214
3/19/2024 11:52:52	Mica DeAngelis	74 Bilodeau Ct, Burlington	1	215
3/15/2024 11:58:34	Michael Long	55 Henry Street	1	216
3/16/2024 14:41:53	Michelle Everfeth	234 Loomis St Burlington VT	1	217
3/22/2024 11:26:27	Molly conant	26 Rose St, Burlington, VT	2	218
3/22/2024 8:32:37	Molly K. Langan	473 North Street, Burlington, VT 05401	1	219
3/18/2024 15:52:27	Molly Purvis	28 central ave Burlington VT 05401	5	220
3/19/2024 8:59:05	Monika Ivancic	24 Brandywine St., Burlington, VT 05408	7	221
3/21/2024 18:50:17	Nan Reid	49 Fletcher Place	1	222
3/23/2024 10:08:43	Nan Stout	52 Southwind Drive	5	223
3/24/2024 8:21:41	Nancy Georgy	360 Pearl St Apt 301 Burlington VT 05401	1	224
3/22/2024 7:23:15	Nancy Jean Nesbitt	236 South Prospect Street	6	225
3/22/2024 17:06:16	Nancy Kaplan	49 Mansfield Ave	1	226
3/17/2024 17:16:45	Nancy Kirby	339 colchestr avenue	1	227
3/22/2024 21:29:28	Nancy Strong	43 Beachcrest Drive	4	228
3/24/2024 21:42:16	Nathaniel Millarhouse	1899 north ave, Burlington VT 05408	7	229
3/16/2024 16:36:50	Nick Molander	17 booth street	2	230
3/20/2024 13:25:16	Nico Perdril	22 lafountain st	2	231
3/23/2024 16:41:32	Nicole Diebold	98 Brookes Ave, Burlington, VT 05401	1	232
3/16/2024 21:40:04	Nikola Gorcikova	237 Loomis St	1	233
3/22/2024 21:05:20	Nina Mazuzan	82 East Ave	1	234
3/22/2024 19:29:56	Nina Mazuzan	82 East Ave	1	235
3/25/2024 7:20:09	Norman Larson	50 Charlotte Street Burlington VT	5	236
3/17/2024 22:45:43	Norman ward	832 S Prospect St	6	237
3/22/2024 18:32:35	Olga Benina	179 Bayberry Cur Unit 210 Burlington VT 05401	1	238
3/16/2024 15:14:31	Pamela Moreau	61 Henry Street	1	239
3/24/2024 8:46:21	Pamela Shea	129 Cross Parkway	4	240
3/18/2024 13:13:38	Patricia King	832 South Prospect St	6	241

3/15/2024 11:09:37	Paul Bieman	86 Brookes Ave	1	242
3/17/2024 11:07:31	Paul Wallace	53 lakeside Avenue	5	243
3/22/2024 23:22:13	Peg Boyle Single	58 Case Parkway Burlington, VT	1	244
3/21/2024 17:17:21	Peggy O'Neill-Vivanco	52 Overlake Park, Burlington, VT	6	245
3/22/2024 22:54:47	Peter Lackowski	5 EastVillage Drive	1	246
3/19/2024 21:19:44	Peter Miller	25 Harbor Watch Road, Burlington, VT 05401	5	247
3/21/2024 10:51:50	Philip Nguyen	63 Hyde St Apt 1, Burlington VT 05401	2	248
3/19/2024 6:42:47	Phyllis Palmer	112 Curtis Ave	4	249
3/16/2024 17:41:41	Raquel Aronhime	73 Mansfield Ave	1	250
3/18/2024 15:49:32	Rebecca Galvin	67 Wright Ave	5	251
3/21/2024 17:01:57	Rebecca Laughlin	210 Loomis Street	1	252
3/17/2024 11:13:01	Rebecca Wallace	53 Lakeside Avenue	5	253
3/20/2024 18:29:52	Renate Adamowicz	35 Spruce St. Burlington, VT 05401	6	254
3/16/2024 15:59:14	Rhonda Kost	44 Brookes Ave	1	255
3/16/2024 17:06:06	Rich Price	146 N Prospect St	1	256
3/22/2024 18:48:22	Richard Cusick	54 Bilodeau Ct. Burlington, VT 05401	1	257
3/17/2024 13:26:06	Richard D. Hecht	235 Loomis Street, Burlington, VT 05401	1	258
3/22/2024 17:07:25	Richard Single	58 Case Parkway	1	259
3/18/2024 22:29:37	Robert Fardelmann	125 Robinson Pkwy., Burlington, VT 05401	6	260
3/17/2024 15:27:57	Robert K. Butani	31 FLETCHER PL	1	261
3/20/2024 22:17:11	Roberto Fitzgerald	17 Prospect Hill	1	262
3/24/2024 16:28:06	Roger Lambert	50 Ledgemere Street	5	263
3/15/2024 21:17:11	Ronald Wanamaker	462 S. Willard St.	6	264
3/21/2024 19:05:00	rowan mccurdy	318 north street burlington vt	3	265
3/20/2024 8:01:25	Ruth E. Drake	37 Bilodeau Ct., Burlington, VT	1	266
3/18/2024 10:54:05	Sam Standard	22 Wilson St., Burlington, VT 05401	1	267
3/23/2024 15:54:46	Samuel Press	40 Booth Street Burlington Vermont	2	268
3/24/2024 9:11:59	Sandra Short	335 Ledgewood Circle #106	5	269
3/16/2024 20:14:16	Sandy Wynne	137 Mansfield Ave. Burlington VT 05401	1	270
3/19/2024 17:12:53	Sara Anderson	78 Harrison Ave Burlington, Vermont 05401	5	271
3/23/2024 14:43:27	Sarah McCarthy	38 Pennington Dr. Burlington VT 05408	7	272
3/17/2024 10:47:58	Scott A Tobias	73 Mansfield Ave	1	273
3/18/2024 14:32:15	scott d Baldwin	132 North Prospect	1	274
3/18/2024 14:05:28	Scott K. Springer	29 Wilson Street, Burlington, VT 05401	1	275
3/24/2024 18:36:57	Scott Raymond	24 Elm Terrace, Burlington, VT 05401	6	276
3/15/2024 18:07:39	Scott W Connolly	54 Brookes Ave	1	277
3/18/2024 11:00:54	Scott W Richards	96 Henry St, Burlingyon VT	1	278
3/22/2024 22:34:22	Shannon Watson	Dodds Court	4	279
3/17/2024 10:43:44	Sharon Panitch	235 Loomis St. Burlington 05401	1	280
3/22/2024 17:36:02	Sharyl Green	5 East Village Drive Burlington VT 05401	1	281
3/22/2024 22:59:23	Signe Daly	501 North Street, Birlington	1	282
3/21/2024 11:01:27	Skye Ellicock	32 Russell St, Burlington, VT 05401	2	283

3/23/2024 20:28:26	Stephanie C. Auge and	46 Dunder Rd. Burlington		5	284
3/16/2024 14:43:45	Stephen Trull	234 Loomis St Burlington vt 05401		1	285
3/17/2024 10:45:09	Stephen W Conant	69 Mansfield ave		1	286
3/23/2024 15:53:52	Sue Griessel	40 Booth Street Burlington Vermont		2	287
3/22/2024 21:18:14	Susan Ames	41 Bilodeau Pkwy		1	288
3/17/2024 16:02:47	Susan Butani	31 Fletcher Place		1	289
3/23/2024 20:25:08	Susan Caloggero	62 Southwind Drive		5	290
3/23/2024 17:16:45	Susan Comerford	140 Wells Street		5	291
3/21/2024 20:11:26	Susan Hillyard	43 High Grove Court Burlington VT		1	292
3/18/2024 21:15:09	Susie Moakley	82 Henry Street, Burlington, VT 05401		1	293
3/24/2024 21:14:28	Suzanne Friedberg	280 Ledgewood Circle, #104		5	294
3/20/2024 17:58:23	Suzanne LeGault-Boutin	36 Dunder Rd		5	295
3/17/2024 15:03:01	Suzanne Stimik	24 Dunder rd Burlington vt		5	296
3/23/2024 17:09:11	Suzie McKenzie	269 North street		3	297
3/24/2024 21:07:39	Sydney Mahnke	60 Grove St Burlington		1	298
3/23/2024 17:45:11	Sydney stegman	42 oak st. Apt 2 Burlington		2	299
3/23/2024 23:13:26	Terrance McGrath	4 Shelburne Rd., Burlington, Vermont 05401		6	300
3/18/2024 9:44:53	Thomas Anton Freiheit	14 Central Ave		5	301
3/16/2024 22:59:29	Thomas C Buck	61 Henry Street		1	302
3/24/2024 20:48:02	Todd Schlossberg	166 Loomis Street		1	303
3/16/2024 17:05:47	Valerie Esposito	75 Henry St., Burlington, VT 05401		1	304
3/16/2024 15:19:26	Valerie Racine	38 Latham Court		2	305
3/17/2024 22:16:31	W. Greg Hancock	69 Henry St, Burlington VT		1	306
3/19/2024 6:41:40	Wallace R Elliott	112 Curtis Ave		4	307
3/16/2024 13:35:53	William Neilson	25 Wilson Street, Burlington, Vermont		1	308
3/23/2024 16:28:45	William Pearson	289 Ledgewood Cir #108		5	309
3/23/2024 23:10:35	Winifred McCarthy Don	117 Richardson Street		5	310
3/25/2024 15:27:22	Wolfgang J. Weise	136 N. Prospect St.		1	311
3/25/2024 15:53:55	Kimberly Brockway	17 Wilson St Burlington 05401		1	312
3/25/2024 16:03:50	Diana Amell	14 Colonial Square		1	313

2024-2025 Tobacco and Tobacco Substitute Endorsement Renewals
Regular City Council Meeting, April 15, 2024

Tobacco:

Bessery's Butcher Shoppe
J+M Grocery
NJ Beverages

Tobacco Substitute:

NJ Beverages
Kerry's Kwik Stop
Kerry's Old North End Variety

2024-2025 Indoor and Outdoor Entertainment Permit Renewals
Regular City Council Meeting, April 15, 2024

Indoor:

Burlington Country Club
Drink
Einstein's Tap House
Finnigan's Pub
Hilton Burlington
Hilton Garden Inn Burlington Downtown
Lincolns
Manhattan Pizza & Pub
Switchback Brewing Co.
What Ales You

Outdoor:

Burlington Country Club
Finnigan's Pub
Junks Tea House
Switchback Brewing Co.
Vermont Lake Monsters



CITY COUNCIL

Standard Entertainment Permit Conditions – 2024-2025 Permit Year

The City Council hereby establishes the following standard conditions to be placed on all entertainment permits for the 2024-2025 Permit Year. By signing below, the Permittee agrees that it shall comply with all of the standard conditions in addition to any special conditions added to its specific permit.

Standard Entertainment Permit Conditions

1. The Permittee agrees that it shall comply with all City and State conditions, laws, ordinances and regulations and that the failure to do so may result in the City Council suspending or revoking the permit for violation of this condition.
2. Licensee agrees that it shall comply with all local, state, and federal orders, directives, regulations, guidance, and advisories relating to a public health emergency, and that the failure to do so may result in the City Council suspending or revoking the permit for violation of this condition.
3. Prior to any change in the type of entertainment, days of entertainment or hours of entertainment, Permittee acknowledges that it must first make a request to the City Council for approval and that failure to obtain prior approval may result in the suspension or revocation of the permit.
4. Permittee agrees that the approved Entertainment Permit must be posted and made readily available to law or fire enforcement officials.
5. All Permittees holding a cabaret license agree that they must obtain an Under 21 Permit from the Police Department prior to hosting any event or activity for persons under the age of 21. **The conditions for the under 21 permit may be obtained from the Police Department or City Clerk's Office.**
6. All permits are subject to Permittee's participation in the HRP Entertainment Noise Program. Permittee understands and agrees that under the Program it will not be exempt from the Noise Ordinance and may receive a noise ordinance violation ticket under the following circumstances:
 - (1) A noise complaint by a resident is received by the Burlington Police Department after 10 p.m. on Sunday through Thursday or after 11 p.m. on Friday or Saturday; and
 - (2) Audible noise is heard from inside the residence with its doors and windows closed; and
 - (3) Permittee has its doors or windows open.

Permittee agrees and acknowledges that the conditions described herein will be attached to its Entertainment Permit for the 2024-2025 Permit Year.

Name of Permittee/ Establishment

Signature- Duly Authorized



Date: April 15, 2024

To: Board of Finance and City Council

From: Katherine Schad, Chief Administrative Officer
Kerin Durfee, Director of Human Resources
Michael LaChance, Fire Chief

CC: Mayor Emma Mulvaney-Stanak

Memo: Memorandum of Agreement Between Burlington Fire Fighters Association (BFFA) and the City of Burlington regarding Retention Bonus, Article 10.5A of the Collective Bargaining Agreement (FY22-FY25)

Overview:

During the most recent negotiations between the City and the BFFA, the parties agreed to article 10.5A which states: "The parties will agree on an appropriate distribution system of annual retention bonuses based on tenure..." After signing the agreement, the collective bargaining teams for both the City and BFFA continued to meet over a period of months and have reached agreement on the attached system for distribution of the annual retention bonuses. This system was voted on by the members of the BFFA and has the support of the City's bargaining team and Mayor.

This system balances affordability while also recognizing the dedication and contributions of the dedicated members of the BFFA at 3-year increments until they get to Year 21. Both parties have agreed that if article 10.5A is modified or removed in the future, that the Memorandum of Agreement is no longer valid or enforceable by either party.

Finances:

- MOA Plan Year 1/FY23 the budget will come from the assigned fund balance, money originally reserved for regional dispatch which is no longer needed will cover this expense
- MOA Plan Year 2/FY24 the budget will come from the increased ambulance revenues of the Fire department
- MOA Plan Year 3/FY25 we will include this expense in the forthcoming budget

Requested Actions:

Board of Finance:

1. To approve, and recommend that the City Council approve and authorize the Fire Chief to execute on behalf of the City, the proposed Memorandum of Agreement.
2. To recommend that the City Council authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the proposed retention bonuses.

City Council:

1. To approve the proposed Memorandum of Agreement and authorize the Fire Chief to execute it on behalf of the City.
2. To authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the proposed retention bonuses.

MEMORANDUM OF AGREEMENT

BETWEEN

BURLINGTON FIRE FIGHTERS ASSOCIATION, LOCAL 3044 AND THE CITY OF BURLINGTON
RE: ANNUAL RETENTION BONUS, ARTICLE 10.5A OF THE COLLECTIVE BARGAINING
AGREEMENT ('22-'25)

This is an Agreement between the Burlington Firefighters' Association ("BFFA" or "Union") and the City of Burlington ("City"), acting by and through the Fire Department, collectively the "Parties", meant to memorialize the Parties' understanding and agreement of a distribution system and the terms and conditions relevant to payment of retention bonuses to members of the Union covered by the collective bargaining agreement.

WHEREAS the City and the Department wish to recognize the dedication and contributions of the dedicated members of the BFFA; and

WHEREAS, Article 10.5A of the Collective Bargaining Agreement between the Parties states that the "[P]arties will agree upon an appropriate distribution of retention bonuses, based on tenure . . ."; and

WHEREAS, the Parties have participated in good faith negotiations to arrive at an agreeable distribution system of retention bonus payments within the spirit of Article 10.5A of the Collective Bargaining Agreement; and

WHEREAS, the Parties wish to memorialize such through this Agreement;

NOW THEREFORE, in recognition of the foregoing, the Parties agree as follows:

- 1.) Philip C. Luedee and Sean S. Ploof will each receive a one-time payment of \$10,000.00 in recognition of their twenty-two years of service to the Department and the City of Burlington.
- 2.) Retention Bonuses will be paid out in accordance with the following chart, on the anniversary of an employee's respective employment with the City of Burlington, so long as they are still a covered employee under the Collective Bargaining Agreement between the City and the Union at the time of their anniversary date:

Years of Service	Retention Bonus Payout
22 Years or Greater	\$2,500
21 Years	\$10,000
18 Years	\$8,000
15 Years	\$7,000
12 Years	\$6,000
9 Years	\$5,000
6 years	\$4,000
3 Years	\$3,000

3. The retention bonus payments made pursuant to this Agreement shall be added to eligible employees' next regular paychecks as reasonable practicable after the anniversary date of their employment with the City.

4. The Retention Bonuses shall be retro-actively applied to the effective date of the Collective Bargaining Agreement, July 1, 2022.

5. The retention bonus payments shall be subject to all necessary taxes and withholdings as determined by the City. Such sums are understood to be a gross amount and the Union understands and agrees that actual amounts remitted to eligible employees will be on a net basis. The above-mentioned terms, beliefs and conditions are agreed upon by both Parties and shall not be altered or amended unless further agreed upon and reduced to writing by both parties. The Parties agree that this Memorandum of Agreement in no way alters the terms or conditions of the Collective Bargaining Agreement between the City and the Union, and that if Article 10.5A of the Collective Bargaining Agreement is modified or removed in the future, that this Memorandum of Agreement is no longer valid or enforceable by either party.

Dated at Burlington, VT this ____ day of April 2024.

City of Burlington

Burlington Fire Fighters Association, Local 3044

By: _____
Michael LaChance, Fire Chief

By: _____
Kyle Blake, President - Duly Authorized Agent

	MOA plan year 1	MOA plan year 2	MOA plan year 3	MOA plan contract total
Luedee, Philip C.	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 407,000.00
Ploof, Sean S.	\$ 10,000.00	\$ 2,500.00	Retired	
Laramie, Christopher S.		\$ 10,000.00	\$ 2,500.00	
Aumand, Francis X. IV		\$ 10,000.00	\$ 2,500.00	
Macbeth, Aaron R.		\$ 10,000.00	\$ 2,500.00	
Wilson, Dennis E.		\$ 10,000.00	\$ 2,500.00	
Franzen, Christopher A		\$ 10,000.00	\$ 2,500.00	
Charney, Michael J.		\$ 10,000.00	\$ 2,500.00	
Sullivan, Christopher G.		\$ 10,000.00	\$ 2,500.00	
Barrett, Thomas J.			\$ 10,000.00	
Edgerley, Philip J.			\$ 10,000.00	
O'Brien, Kevin M.	\$ 8,000.00			
McDonough, Mark W.		\$ 8,000.00		
Ferris, Timothy J.		\$ 8,000.00		
Burns, Timothy P.	\$ 7,000.00			
Perkins, Nathan R.	\$ 7,000.00			
Wilson, Braddon E.	\$ 7,000.00			
Mathieu, Bryan J.	\$ 7,000.00			
Pitrowiski, Andrew J.		\$ 7,000.00		
Raymond, Jeremy		\$ 7,000.00		
Colgrove, Timothy J.			\$ 7,000.00	
Critchlow, Thomas	\$ 6,000.00			
Lanphear, Kathleen M.	\$ 6,000.00			
Anderson, Kyle R.	\$ 6,000.00			
Cochran, Eric D.		\$ 6,000.00		
Jordan, Michael		\$ 6,000.00		
Moniz, John H.		\$ 6,000.00		
Porter, Joshua J.		\$ 6,000.00		
Savoy, Adam M.		\$ 6,000.00		
LaBombard, Michael D.	\$ 5,000.00			
Alexander, Kevin D	\$ 5,000.00			
Kirtlink, Joshua	\$ 5,000.00			
Trudo, Kyle	\$ 5,000.00			
Stewart, Patrick	\$ 5,000.00			
Fitzpatrick, Ryan J.	\$ 5,000.00			
Hoodiman, Thomas D.	\$ 5,000.00			

	MOA plan year 1	MOA plan year 2	MOA plan year 3	MOA plan contract total
Charest, Jason M.	\$ 5,000.00			
Blake, Kyle	\$ 5,000.00			
Virnig, Andrew T.			\$ 5,000.00	
Ploof, Ryan J.			\$ 5,000.00	
Lyons, William A			\$ 5,000.00	
Casavant, Eric M.	\$ 4,000.00			
Bonoyer, Casey J.	\$ 4,000.00			
Gulia, Gina		\$ 4,000.00		
Mund, Camden		\$ 4,000.00		
Rice, Frank			\$ 4,000.00	
Gavelis, Derek			\$ 4,000.00	
Bronson, Jenny			\$ 4,000.00	
Paul, Jason	\$ 3,000.00			
Shaw, Benjamin		\$ 3,000.00		
Smith, Jason S.		\$ 3,000.00		
DeThomasis, Nick		\$ 3,000.00		
Stratton, Robert		\$ 3,000.00		
O'Grady, Connor		\$ 3,000.00		
Schafsteck, Nathan		\$ 3,000.00		
Bettencourt, Brian		\$ 3,000.00		
Husbands, John			\$ 3,000.00	
Delzer, Riley A.			\$ 3,000.00	
Sparks, Brett			\$ 3,000.00	
Fiske, Collin P.			\$ 3,000.00	
Doig, Ian			\$ 3,000.00	
Wells, Jacob			\$ 3,000.00	
Mead, Harrison			\$ 3,000.00	
Walters, Dawson C.			\$ 3,000.00	
Andrade, Nicholas			\$ 3,000.00	
Guido, Christopher			\$ 3,000.00	
LaBombard, Bradley			\$ 3,000.00	
McCormick, Ian			\$ 3,000.00	
Jung, Brenden			\$ 3,000.00	
Markovsky, Jared				
Birecki, Jackson				
Corron, Logan				
Barlow, Tye				
Nault, Norman				
Reinfurt, Christopher				
Van Vuuren, Arie				
Epidy, Theodore				
Rathbun, Samuel				

	MOA plan year 1	MOA plan year 2	MOA plan year 3	MOA plan contract total
Johnson, Alec				
Cantwell, Justin				
Macaluso, Adam				
O'Connor, Sean				
Vacant Position				
Vacant Position				
Vacant Position				
Vacant Position				
	\$ 130,000.00	\$ 164,000.00	\$ 113,000.00	

|

FOR INFORMATION ONLY

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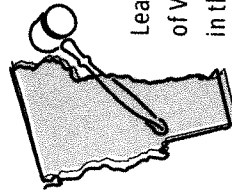
**Vermont League
of Cities and Towns**
89 Main Street, Suite 4
Montpelier, VT 05602

vlct.org/events

VLCT PRESENTS

OPEN MEETING LAW

FOR BOARDS AND
COMMITTEES



Learn the **essential requirements**
of Vermont's Open Meeting Law
in this 90-minute webinar.

APR 17 | 10-11:30 AM

For complete information /
additional cost, please
contact the City Clerk's Office

1 1



Burlington City Council
Burlington City
149 Church St
Burlington VT 05401-8429

Stephen Schoeffel

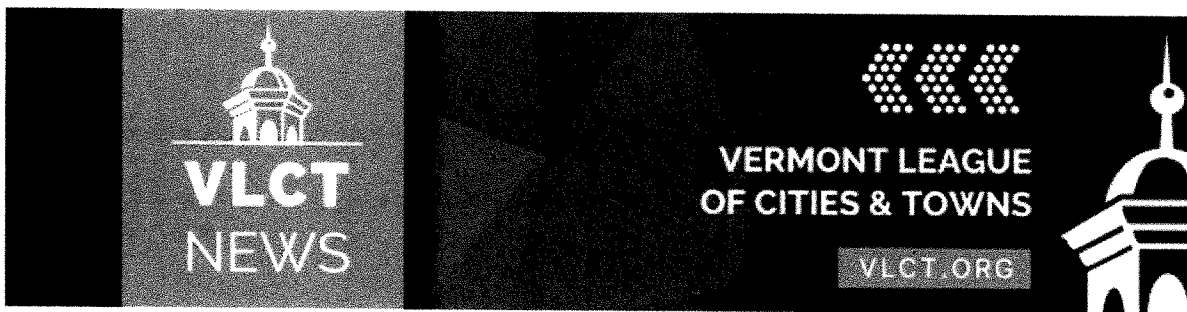
From: Lori Olberg
Sent: Tuesday, April 09, 2024 3:51 PM
To: Stephen Schoeffel
Subject: FW: Inform Vt's Conservation Strategy, H&H Studies, Social Media, Emergency Communications, and more

Please print out, date stamp and place in my mail box, thanks Stephen.

From: VLCT News <info@vlct.org>
Sent: Tuesday, April 9, 2024 3:37 PM
To: Lori Olberg <lolberg@burlingtonvt.gov>
Subject: Inform Vt's Conservation Strategy, H&H Studies, Social Media, Emergency Communications, and more

[WARNING]: This email was sent from someone outside of the City of Burlington.

[Click here to view this email as a web page.](#)



Schedule a Time to Get Help With Your ARPA Reporting

The 4/30 deadline for submitting your 2024 Project and Expenditure Report is coming soon. Schedule one-to-one help now before our calendar fills up and you miss out!

Zoom in to Vermont's Conservation Strategy Focus Group This Thursday

Municipalities are a stakeholder, and an inventory report will be delivered to the legislature this summer. Please meet virtually with the Vermont Housing Conservation Board in this one-time-only focus group! Thu 4/11 at 10:30 AM.

New Brand Name for VLCT's Life and Health Insurance Advisory Partner

Stephen Schoeffel

From: Lori Olberg
Sent: Tuesday, April 09, 2024 3:07 PM
To: Stephen Schoeffel
Subject: FW: E-CoS Regarding Monthly Information for LUP 4C1043-1A for March 2024
Attachments: 240319_0321_Parking_Utilization.pdf; CoS UVM LUP 4C1043-1A 2024.03.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Please print out the attachments and email and place in my mailbox, thanks Stephen.

From: Lani Ravin <Lani.Ravin@uvm.edu>
Sent: Tuesday, April 9, 2024 2:52 PM
To: Lisa Kingsbury (she/her) <Lisa.Kingsbury@uvm.edu>; NRB - Act250 Essex <NRB.Act250Essex@vermont.gov>; Kaitlin.Hayes@vermont.gov; Lisa McNaney <Lisa.McNaney@uvm.edu>; burlingtontownclerk <burlingtontownclerk@burlingtonvt.gov>; Lori Olberg <lolberg@burlingtonvt.gov>; Andrew Montroll <amontroll@burlingtonvt.gov>; permitting@ccrpcvt.org; ANR - Act 250 <ANR.Act250@vermont.gov>; barry.murphy@vermont.gov; psd.vtdps@vermont.gov; aot.act250@vermont.gov; agr.act250@vermont.gov; Dillon, Scott <Scott.Dillon@vermont.gov>; greg.socinski@vermont.gov; ACCD - Project Review <ACCD.ProjectReview@vermont.gov>; Karen Paul <kpaul@burlingtonvt.gov>
Cc: Scott Gustin <SGustin@burlingtonvt.gov>
Subject: Re: E-CoS Regarding Monthly Information for LUP 4C1043-1A for March 2024

You don't often get email from lani.ravin@uvm.edu. [Learn why this is important](#)

[WARNING]: This email was sent from someone outside of the City of Burlington.

I hereby certify that I, Lani Ravin, Associate Planner, at the University of Vermont & State Agricultural College, sent a copy of documents, dated April 9th, 2024 for the University of Vermont, regarding LUP# 4C1043-1A, regarding temporary suspension of a 200 space off-campus parking lot for March 2024, by electronic mail to those with email addresses as indicated above, as attached.

Thank you,

Lani Ravin, AICP

Planning, Design and Construction

University of Vermont

31 Spear Street, Marsh Hall Suite 10

Burlington, VT 05405

Stephen Schoeffel

From: Lori Olberg
Sent: Thursday, April 04, 2024 8:34 AM
To: Stephen Schoeffel
Subject: FW: CCRPC Comments - 4C0325-5 - Rhino Foods
Attachments: 4C0325-5_RhinoFoods_CCRPCletter.pdf

Please print out this email and the attachment, date stamp and place in my mailbox. Thanks Stephen.

From: Permitting <permitting@ccrpcvt.org>
Sent: Wednesday, April 3, 2024 7:59 PM
To: NRB.Act250Essex@vermont.gov; bpaxton@rhinofoods.com; mcourcelle@champlainconsulting.net; nrb.act250agenda@vermont.gov; Karen Paul <kpaul@burlingtonvt.gov>; Andrew Montroll <amontroll@burlingtonvt.gov>; burlingtontownclerk <burlingtontownclerk@burlingtonvt.gov>; Sarah Montgomery <smontgomery@burlingtonvt.gov>; Lori Olberg <lolberg@burlingtonvt.gov>; joe.buford@usda.gov; info@winooskinrcd.org; ethan.tapper@vermont.gov; john.gobeille@vermont.gov; andrew.wood@vermont.gov; josh.castonguay@greenmountainpower.com; efficiency@vermontgas.com; pics@veic.org; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; kaitlin.hayes@vermont.gov
Cc: Taylor Newton <TNewton@ccrpcvt.org>
Subject: CCRPC Comments - 4C0325-5 - Rhino Foods

Some people who received this message don't often get email from permitting@ccrpcvt.org. [Learn why this is important](#)

[WARNING]: This email was sent from someone outside of the City of Burlington.

Good evening,

Please see attached for CCRPC's comments on this application, including COS.

Best,
Darren

Darren Schibler
Senior Planner
Chittenden County Regional Planning Commission
110 West Canal Street, Suite 202
Winooski, VT 05404
(802) 846-4490 ext. 135
www.ccrpcvt.org



Please be advised that your email communication with CCRPC staff, including any attachments, are considered public record and may be subject to disclosure under the Vermont Open Public Records Act or other applicable public disclosure laws.

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Wednesday, April 3, 2024 9:59 AM
Subject: DEC Press Release: Backyard Burning Reminders Released

[WARNING]: This email was sent from someone outside of the City of Burlington.

PRESS RELEASE

For Immediate Release - April 3, 2024

Media Contact:

John Wakefield, Air Quality and Climate Compliance Section Chief
Department of Environmental Conservation
802-279-5674, John.Wakefield@Vermont.gov

Backyard Burning Reminders Released

Montpelier, Vt. – With spring cleaning underway in some parts of the state, the Department of Environmental Conservation (DEC) wants to remind Vermonters to follow a few guidelines for on-premise or backyard open burning.

“Burning materials from spring cleanup can release harmful pollution that can impact neighboring properties,” said DEC Commissioner Jason Batchelder. “By following these guidelines, Vermonters can help reduce air pollution, avoid nuisance impacts, and protect human and environmental health.”

On-premise or backyard burning of brush, deadwood, or tree cuttings collected from normal property maintenance is allowed under the Vermont Air Pollution Control Regulations, as long as no public or private nuisance, such as excessive smoke, is created.

Use these guidelines during backyard burning:

- Allow green materials to dry before burning.
- Consider the wind speed and direction before burning.
- Check the [Fire Danger Forecast](#) from Forests, Parks and Recreation and postpone burning during periods of elevated fire danger.
- Check the [Air Quality Forecast](#) and postpone burning if atmospheric conditions are not favorable to disperse the smoke.
- Obtain a local burn permit from your [Town Fire Warden](#).
- Ensure that the fire burns hot.

“Our best suggestion is to avoid burning altogether and let the materials decompose naturally,” said John Wakefield, Compliance Section Chief for the DEC Air Quality and Climate Division.

Find tips on what to do with excess leaves, grass, and wood – such as composting and brush piles – from the [DEC Waste Management and Prevention Division](#).

Learn more about open burning from the [DEC Air Quality and Climate Division](#).

Lori Olberg

From: NRB.Act250Essex@vermont.gov
Sent: Monday, March 25, 2024 11:41 AM
To: claire.forbes@uvm.edu; lisa.kingsbury@uvm.edu; hrees@southburlingtonvt.gov; jlouisos@sburl.com; citycouncil@southburlingtonvt.gov; nrb.act250agenda@vermont.gov; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org; NRB.Act250Essex@vermont.gov; burlingtontownclerk; Sarah Montgomery; Lori Olberg; joe.buford@usda.gov; info@winooskinrcd.org; ethan.tapper@vermont.gov; john.gobeille@vermont.gov; andrew.wood@vermont.gov; josh.castonguay@greenmountainpower.com; efficiency@vermontgas.com; pics@veic.org; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; kaitlin.hayes@vermont.gov
Subject: 4C1186-5 Minor Notice and Permit Draft
Attachments: Minor_Notice 4C1186-5.pdf; Permit_Draft 4C1186-5.pdf

Some people who received this message don't often get email from nrb.act250essex@vermont.gov. [Learn why this is important](#)

[WARNING]: This email was sent from someone outside of the City of Burlington.

Hello,

Please find attached notice and permit draft for Act 250 Application 4C1186-5.

Thank you,

Act 250 District Office - Essex (District 4 Environmental Commission)
111 West Street
Essex Junction, VT 05452

Adriene Katz *NRB Technician*
Tel.802-879-5614 | NRB.Act250Essex@vermont.gov
<https://nrb.vermont.gov>

Resolution Relating to

AUTHORIZATION FOR REFINANCING CITY OF
BURLINGTON’S \$18,840,000 GENERAL OBLIGATION
WATERFRONT TAX INCREMENT NOTE, SERIES 2023

RESOLUTION_____

Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, on January 22, 1996, the City Council created the Waterfront Tax Increment Finance
2 (TIF) District along the central and northern end of the Burlington waterfront; and
3 WHEREAS, in June of 1997, the City Council authorized an expansion of the Waterfront TIF District
4 to include property extending along the south side of Cherry Street from Battery Street to Church Street,
5 utilizing a special TIF grandfathering provision of Act 60 (1997); and
6 WHEREAS, on May 25, 2016, the Vermont legislature authorized the City to extend by ten years the
7 debt retention period within the Waterfront TIF District for the properties which together comprise the
8 Burlington Town Center property (the “Property”), in accordance with a request from the City for purposes of
9 enabling redevelopment of the Property; and
10 WHEREAS, at a special meeting of the City held on November 8, 2016 the voters authorized the City
11 Council to pledge the credit of the City to secure the repayment of indebtedness or make direct payments for
12 the purpose of funding one or more public improvements and related costs attributable to projects serving the
13 Waterfront TIF District, including Pine Street Acquisition, Construction and Streetscape Improvements, St.
14 Paul Street Acquisition, Construction and Streetscape Improvements, Cherry Street Streetscape Upgrades,
15 Bank Street Streetscape Upgrades, and including reimbursement for TIF eligible related costs incurred by the
16 City for the administration of the Waterfront TIF District, in a total principal amount not to exceed
17 \$21,830,000.00, and to issue bonds, notes or make inter-fund loans for such purpose (together, the “Projects”);
18 and
19 WHEREAS, several City residents challenged the results of the November 2016 special election,
20 alleging that the City did not comply with certain technical and procedural requirements related to the public
21 notice process; and
22 WHEREAS, the Vermont Superior Court found inconsistencies in the rules for public notices and held
23 that the technical and procedural errors raised by the plaintiffs fell short of the threshold required to justify the
24 extreme remedy of election invalidation; and

25 WHEREAS, Act 134 (2016) passed by the Vermont legislature, effective in 2016 extended the time
26 period by which the City could incur indebtedness against revenues of the Waterfront TIF District for the three
27 properties located within the Waterfront TIF District at 49 Cherry Street and 75 Cherry Street (together, the
28 "Parcels") to June 30, 2021 and extended the period in which the City could retain the municipal and
29 education tax increment for the Parcels to June 30, 2035; and

30 WHEREAS, in accordance with a request from the City, effective July 1, 2021, Act 73 (2021) of the
31 Vermont legislature further extended the time period by which the City could incur indebtedness against
32 revenues of the Waterfront TIF District for the three Parcels to June 30, 2023; provided, that, such extension is
33 subject to the City's submission to the Vermont Economic Progress Council ("VEPC") of an executed
34 construction contract with a completion guarantee by the owner of the Parcels evidencing commitment to
35 construct not less than \$50 million of private development on the Parcels; and

36 WHEREAS, the City submitted a substantial change request to VEPC on February 2, 2023, providing
37 the required executed construction contract and completion guarantee to VEPC and requesting formal
38 authorization to incur the remainder of the authorized indebtedness under the Waterfront TIF District, which
39 substantial change request was granted by VEPC on March 30, 2023; and

40 WHEREAS, the City previously issued its \$18,840,000 General Obligation Waterfront Tax Increment
41 Note, Series 2023 (the "Prior Note") on June 21, 2023 in order to provide financing to the City for the Projects
42 and to provide an opportunity to limit the overall total debt to be incurred for the Projects pending the receipt
43 of certain grants and additional information regarding development plans for the Parcels; and

44 WHEREAS, the Prior Note matures on May 31, 2024; and

45 WHEREAS, the City continues to work with the private developers on the finalization of the
46 development for the Parcels and the City Council at its February 12, 2024 meeting approved an amendment to
47 the Development Agreement with Cityplace Partners, LLC, which, among other things, extended the time for
48 the developer to meet certain conditions with respect to the payment obligations of the City; and

49 WHEREAS, the City has been awarded a \$22,384,000 Rebuilding American Infrastructure with
50 Sustainability and Equity (RAISE) Grant for construction of the Great Streets Bank and Cherry project, and to
51 build two new segments of Saint Paul Street and Pine Street, and for a workforce development program that
52 further supports the long-term financing for the Projects; and

53 WHEREAS, the City is currently waiting on the determination of certain additional grant applications,
54 the progress for meeting conditions under existing development agreement for the Projects, and the
55 finalization of additional development plans for the Parcels, which may provide additional tax increment; and

56 WHEREAS, in connection with the City's submission of its substantial change request, the City
57 notified VEPC of its intention to issue one or more redeemable short-term notes in order to have the
58 opportunity to minimize the eventual indebtedness of the Waterfront TIF District; and

59 WHEREAS, in order to limit the overall total debt to be incurred for the Projects and to provide an
60 opportunity for a reduction in risk to the taxpayers if the City receives such pending grants and depending on
61 the results of such additional development plans, the City is currently exploring the possibility of issuing one
62 or more notes to refinance the Prior Note and extend the maturity date thereof; and

63 WHEREAS, Section 801 of the Tax Increment Financing Districts Rule adopted by VEPC permits the
64 refinancing of existing TIF district debt in order to take advantage of improved rates or terms without the need
65 for public vote or prior notification of VEPC; and

66 WHEREAS, the City is soliciting proposals from underwriting firms and financial institutions to sell,
67 in a negotiated or competitive sale, one or more notes to refinance the Prior Note; and

68 WHEREAS, the City Council wishes to authorize the City's Chief Administrative Officer to approve
69 the final terms of such general obligation tax increment financing notes without the requirement for prior
70 approval by the City's Board of Finance so long as the true interest cost of such notes does not exceed six
71 percent (6.00%) per annum, and to authorize the City's Board of Finance to approve the final terms of such
72 notes in the event the true interest cost of such notes exceeds six percent (6.00%) per annum;

73 NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to
74 pledge the credit of the City in an amount not to exceed \$18,840,000 in the aggregate principal amount and to
75 issue notes, including one or more notes that may be subject to early redemption and prepayment, in
76 connection therewith (the "Obligations") to finance the public improvements and related costs attributable to
77 the Projects within the Waterfront TIF District; and

78 BE IT FURTHER RESOLVED that the Obligations may be sold in a private placement, public
79 offering, competitive sale, or negotiated sale with one or more underwriters or underwriting firms, and the
80 City may enter into a bond purchase agreement or loan agreement with the lender, underwriter, or the
81 Vermont Bond Bank, as the case may be, for such purpose; and

82 BE IT FURTHER RESOLVED that the pledging of the City's credit for such Obligations is hereby
83 authorized, with the amount, the term, and the form of the evidence of indebtedness to be issued, the interest
84 rates, and payment schedule, to be further determined by the Chief Administrative Officer or the Assistant
85 Director of Finance; provided that the true interest cost for the Obligations as determined by the Chief
86 Administrative Officer, shall not exceed six percent (6.00%) per annum; and

87 BE IT FURTHER RESOLVED that in the event that the true interest cost of the Obligations would
88 exceed six percent (6.00%) per annum, the prior approval of the City's Board of Finance shall be required; and

89 BE IT FURTHER RESOLVED that the Obligations, when issued and delivered, shall be valid and
90 binding general obligations of the City payable according to the terms and tenor thereof from tax increments
91 from properties within the Waterfront TIF District, which tax increments may be pledged to the payment of
92 such Obligations; and

93 BE IT FURTHER RESOLVED that the full faith and credit of the City shall be pledged to payment of
94 the Obligations in the event that the tax increments from properties within the Waterfront TIF District are not
95 sufficient to pay the principal and interest on the Obligations; and

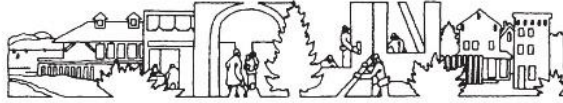
96 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, and the Assistant
97 Director of Finance are, and each one of them is, hereby authorized and directed to prepare one or more
98 Official Statements of the City as they deem necessary in the City's best interest. The Mayor, the Chief
99 Administrative Officer, and the Assistant Director of Finance are, and each one of them is, hereby authorized
100 to execute and deliver one or more final Official Statements and to execute and deliver such agreements,
101 including one or more bond purchase agreement with the purchaser or underwriter(s) for the Obligations,
102 continuing disclosure certificates, certificates as to use of proceeds and all other documents, agreements and
103 instruments necessary or convenient in connection with the issuance of the Obligations; and

104 BE IT FURTHER RESOLVED that if in the opinion of the Chief Administrative Officer and/or the
105 Assistant Director of Finance, it is desirable and in the City's best interest to obtain bond insurance for the
106 Obligations, the Mayor, the Chief Administrative Officer, and the Assistant Director of Finance are, and each
107 one of them is, hereby authorized, to enter into such agreements and instruments with the insurer in order to
108 obtain a bond insurance policy for the Obligations; and

109 BE IT FURTHER RESOLVED that any defect or irregularity in the holding of the November 6, 2016
110 or the public notice issued for such special meeting was the result of oversight, inadvertence or difference of
111 interpretation of applicable law and rules, and all acts and things heretofore done by the officers of the City
112 and its City Council, in, about, or concerning the public notice for such special meeting and the conducting the
113 vote at the meeting held November 6, 2016 are hereby validated and confirmed; and

114 BE IT FURTHER RESOLVED that as permitted by statute, the City intends to retain the municipal
115 and education tax increment for the Parcels for the maximum period and in the amounts as permitted under
116 applicable law, including as authorized under Act 134 (2016).

117	
118	
119	DB/TM/Resolutions 2024/Authorization For Refinancing City Of Burlington’s \$18,840,000 General Obligation Waterfront Tax Increment Note,
120	Series 2023
121	April 15, 2024



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

To: City Council
From: Brian Pine, CEDO Director
David G. White, White + Burke Real Estate Advisors
Date: April 9, 2024
Re: Resolution to authorize refinancing \$18,840,000 in a project note for Waterfront TIF
District public improvements associated with CityPlace Burlington

Summary

On May 1, 2023, the City Council authorized the borrowing of up to \$18,840,000 to fund the public infrastructure improvements associated with the CityPlace project. This resolution seeks authorization to refinance the project note since the note reaches maturity on May 31, 2024. We have received all necessary prior approvals, including from the voters, City Council, and the Vermont Economic Progress Council to enable this borrowing.

Background

This memo is intended to bring the City Council up to date relative to the planned refinancing of notes to help pay for the public improvements associated with CityPlace.

By way of a reminder, before the City was allowed to issue any TIF debt for public improvements associated with the redevelopment of the property known as CityPlace Burlington, the City held multiple public hearings, obtained voter approval, and authorization from the VT Economic Progress Council (VEPC). With authorization from the City Council in May 2023, the City issued \$18,840,000 in a one-year note. After consultation with the City's bond counsel and the City's outside financial advisors, the City chose to issue project notes, rather than a long-term bond, for financing. For a number reasons, this was deemed to be the most advantageous financing for taxpayers and the City.

The City was under a legislatively imposed deadline of June 30, 2023 beyond which authorization to issue debt for the Waterfront TIF district ceased. At that time two key factors remained uncertain: 1) the final incremental value of CityPlace was estimated, but not certain and thus the amount of debt the incremental taxes could repay was not firm, and 2) the City was in process of applying for various federal grants that might decrease the amount needed to be funded by TIF for the public infrastructure. Issuing a project note allowed the City to meet the June 30, 2023 deadline, but retain the flexibility to later repay a portion of the debt if either less was needed due to grants and/or less could be afforded if CityPlace resulted in lower incremental value than expected.

With the one-year note approaching maturity, the City must consider refinancing. It is our recommendation that it is in the best interest of taxpayers and the City that it be refinanced through another one-year note. There are now three reasons. First, the City has successfully obtained two significant federal grants, totaling \$34,384,000. In addition, the City has secured two State Sales Tax Reallocation awards totaling \$1,467,111. These leveraged funds will help pay for the public infrastructure immediately associated with CityPlace and expand the scope of public improvements to encompass Cherry Street from Battery to South Winooski and Bank Street from Pine to South Winooski. While this will reduce the amount needed to be funded from TIF, it is important to retain flexibility in the final TIF financing amount until construction bids are obtained and pricing is known. Second, while construction is well underway with CityPlace, the program for the north building along Cherry Street while close to final, is not yet entirely solidified. Thus, the final assessed value cannot be firmly determined leaving the question of debt capacity somewhat open. Thirdly, with interest rates at their highest level in many years, and with the expectation that rates will be coming down over the next 12 to 24 months, it is prudent to delay issuing the final bond in anticipation of lower interest rates.

Thus, our recommendation is that the note be refinanced, and final long-term bonding be delayed. Once the final amount of debt is determined, which will not exceed the \$18,840,000 already borrowed, the City will pay off the note and issue long-term tax-exempt bonds to lower the cost of borrowing and lock in the lowest possible borrowing cost for the maximum period of time.

As part of the City's submission of its substantial change request to VEPC, the City notified them of its intention to issue one or more redeemable short-term notes in order to have the opportunity to minimize the eventual indebtedness of the Waterfront TIF District and to minimize risk to the taxpayers. This included that long-term bonds would be used at the appropriate time to refinance the notes to obtain the most favorable terms.

Approval by the City Council of this approach, represented in the attached resolution, will enable the City to re-finance the existing note while exercising fiscal prudence to minimize potential financial risk to taxpayers and to ensure that the City has the requisite funding available to meet its obligations to pay for the public improvements. Council approval is required for the City to issue a formal request for proposals from underwriting firms and financial institutions to sell, in a negotiated or competitive sale, one or more notes to refinance the prior note.

We will be in attendance at the Council meeting on April 15 to answer any questions that may arise, but feel free to reach out to Brian Pine to discuss at 802-578-6953 or bpine@burlingtonvt.gov.

Board of Finance and City Council Submission ChecklistDepartment: Clerk Treasurer Office Submitter: Darlene BaykoTitle/Subject: Resolution to Authorize Refinancing for Waterfront TIF

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	4/15/2024

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/9/2024	Click or tap here to enter text.
Mayor's Office informed and approved memo	N/A		Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/9/2024	Reviewed by Bond Counsel
CAO has reviewed budget, financing, and memo	Yes	4/9/2024	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Summary of BIDS
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

Burlington Waterfront Tax Increment Financing (TIF) District Debt Refinancing

APRIL 15, 2024

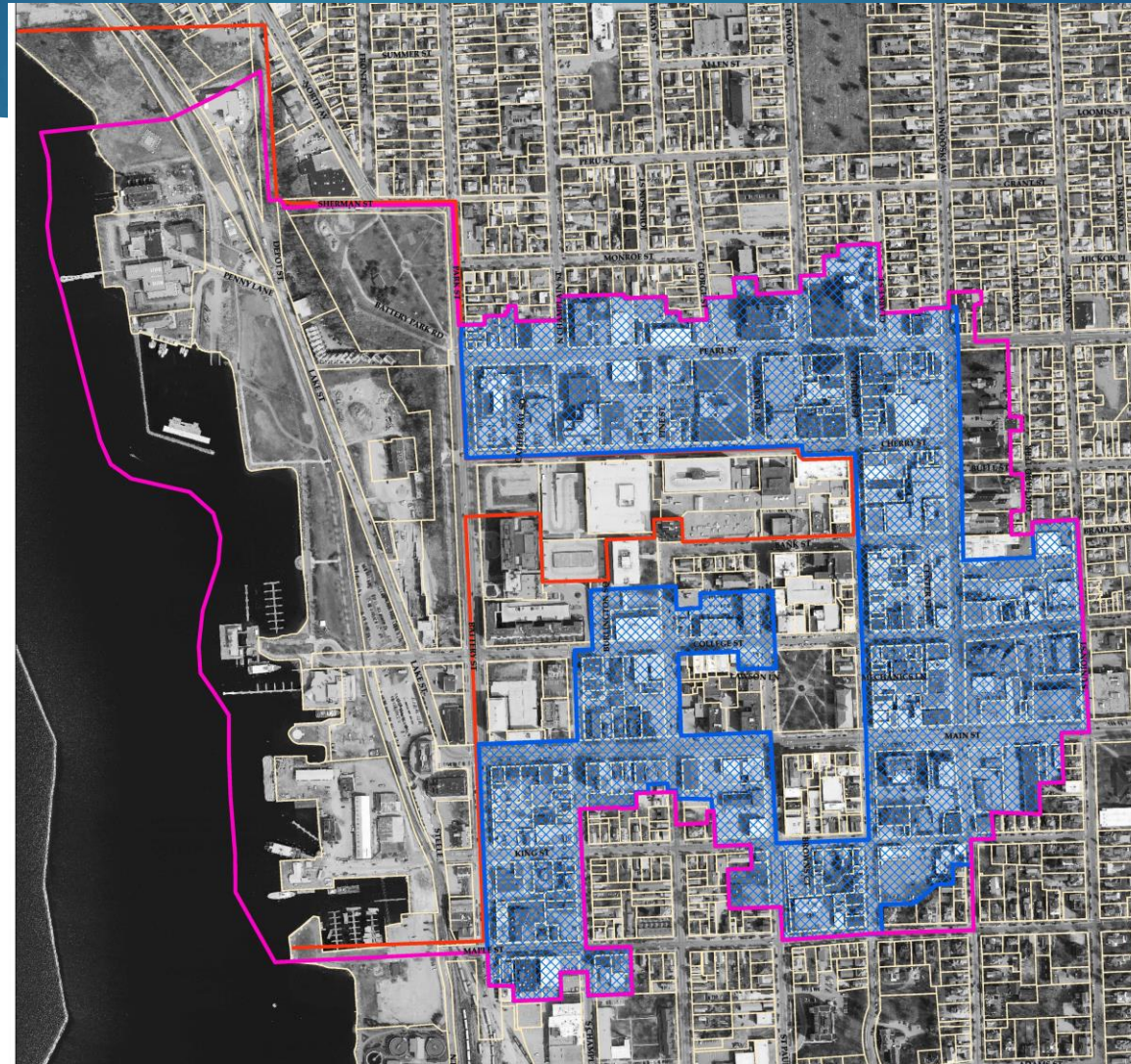


Overview

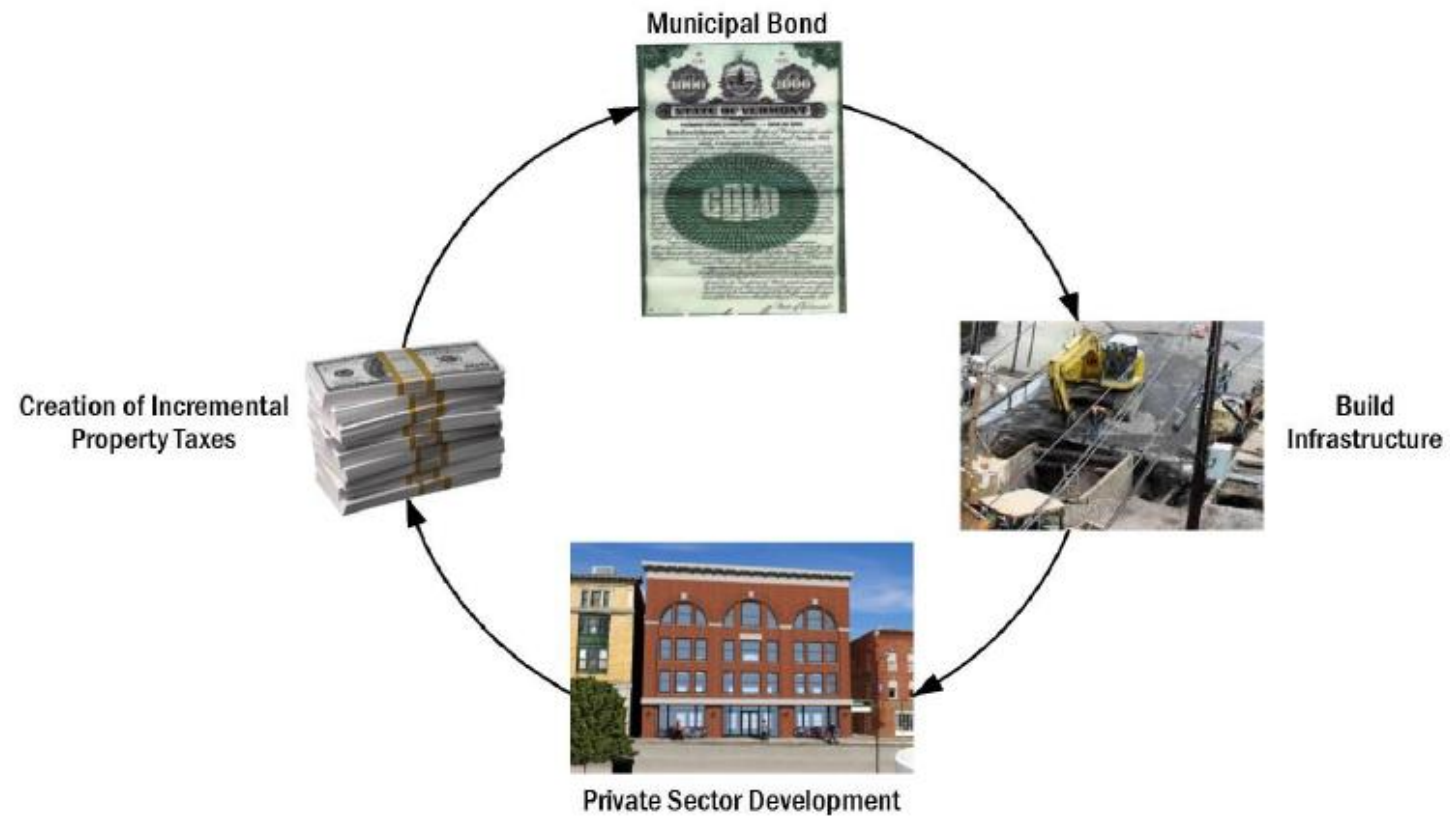
- ▶ What is TIF?
- ▶ Waterfront TIF
- ▶ Agreement with CityPlace
- ▶ Overall Finances
- ▶ Refinancing
- ▶ Q & A



Burlington's Two TIF Districts

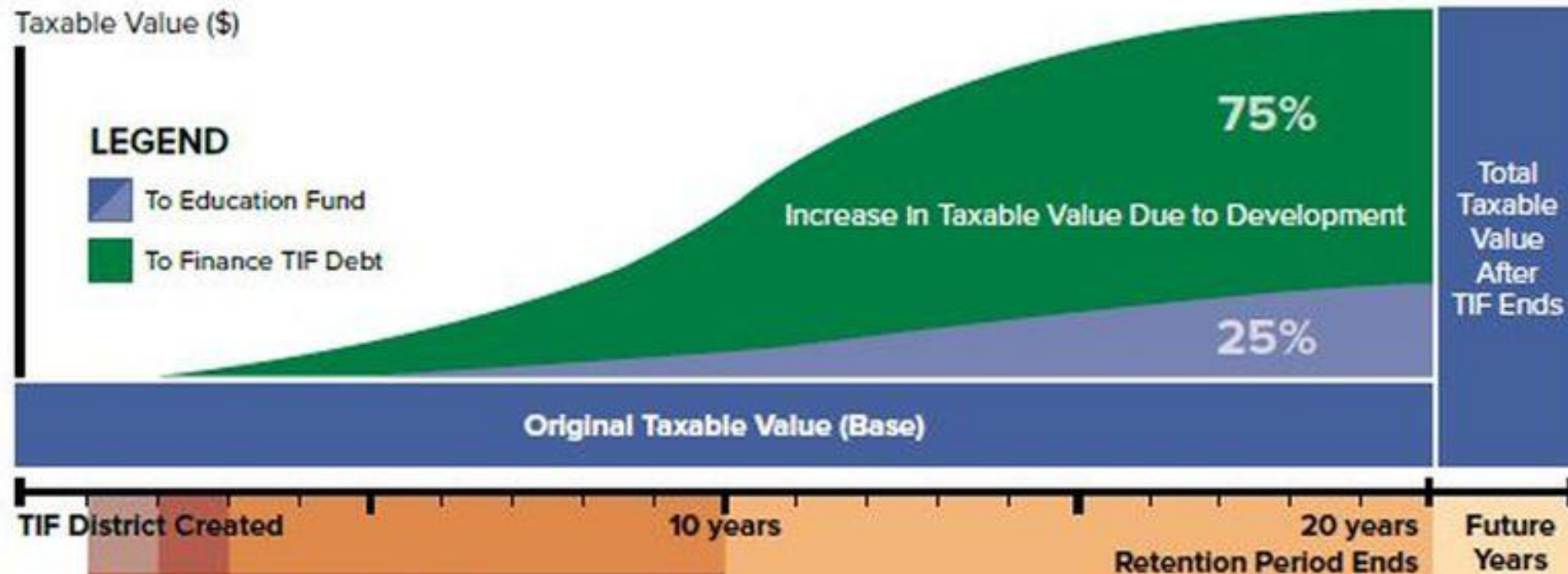


What is TIF?



How does TIF work?

Tax Increment Financing: Timeline and Revenue Distribution



Burlington Waterfront TIF Overview



District Established 1996;
later expanded



Most of district ends FY25



Legislature extended 3
parcels to 2035

Burlington Waterfront TIF Previous Infrastructure Projects

- ▶ Most Waterfront Improvements
- ▶ Bike Path
- ▶ Lake Street
- ▶ Westlake & Lakeside garages
- ▶ Fishing pier
- ▶ Moran Frame



CityPlace – Development Agreement

- ▶ Pine & St. Paul ROWs at no cost to City
- ▶ City pays for public infrastructure
- ▶ Incremental property taxes from CityPlace pays debt service
- ▶ Numerous protections for City included in agreement





Waterfront TIF – Public Infrastructure

- ▶ Original: reconnect Pine & St. Paul Streets, improve Bank and Cherry between
- ▶ TIF leveraged other funds: \$12 million Leahy CDS; \$22 million RAISE grant
- ▶ Now: original plus Cherry St. from Battery to S. Winooski and Bank St. from Pine to S. Winooski
- ▶ Great Streets standards





Burlington Waterfront TIF

12

Funding Source	Funding Use/Portion of Project	Amount	Relevant BOF/CC Approvals
Leahy CDS	Cherry Street (west of Church St)	\$12,000,000	CDS Grant Agreement (CA0811) & Local Match Approval 9/11/2023
City Capital	Local Match - Cherry Street (west of Church St)	\$600,000	
Waterfront TIF	Local Match - Cherry Street (West of Church St)	\$2,400,000	
Waterfront TIF	Public Improvements for 2A portion of the work	\$16,000,000	City Place Public Improvements Construction Costs Approval 6/30/2023
Sales Tax Reallocation – 79 Pine Street	Public Improvements for 2A and 2B in the vicinity of 79 Pine St	\$480,052	Budget Amendment for 79 Pine Street Sales Tax Reallocation Funds for the BTC Public Improvements Project Approval 9/11/2023
Sales Tax Reallocation – 130 Bank Street	Public Improvements for 2A and 2B in the vicinity of 130 Bank Street	\$987,059	Budget Amendment for 130 Bank Street Street Sales Tax Reallocation Funds for the BTC Public Improvements Project Approval 2/12/2024
RAISE: Reconnecting Downtown	Bank Street, Cherry Street (east of Church St),	\$20,850,000	CDS Grant Amendment/USDOT Grant Agreement Approval 2/12/2024
RAISE: Workforce Development	Business & Workforce Development	\$1,534,000	CDS Grant Amendment/USDOT Grant Agreement Approval 2/12/2024
	Total Project Budget	\$54,851,111	

Burlington Waterfront TIF – Property Values

- ▶ OTV \$42 million; Current \$151 million
- ▶ Incremental Value \$109 million
- ▶ CityPlace Phase I estimate: \$115 million
- ▶ CityPlace Phase II estimate: \$60 million



Burlington Waterfront TIF – Taxes & Debt

- ▶ End of FY 25:
 - ▶ Most of district ends - \$800+k/year added to general fund
 - ▶ Older debt paid off (~small HUD 108 loan)
- ▶ End of FY35:
 - ▶ Remainder of district ends – est. \$1.4 million/year added to general fund
 - ▶ All debt paid off



Burlington Waterfront TIF - Refinancing

- ▶ \$18,840,000 – one year note maturing 05-31-24
- ▶ Refinance for a second year
- ▶ Long-term bond after:
 - ▶ CityPlace incremental values known
 - ▶ Construction pricing known
 - ▶ Interest rates more favorable



Q&A

16



Resolution Relating to

AUTHORIZATION FOR REFINANCING CITY OF
BURLINGTON’S \$18,840,000 GENERAL OBLIGATION
WATERFRONT TAX INCREMENT NOTE, SERIES 2023

RESOLUTION 9.1.
Sponsor(s): Bd. of Finance
Introduced: 04/15/24
Referred to: _____
Action: adopted
Date: 04/15/24
Signed by Mayor: 04/19/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, on January 22, 1996, the City Council created the Waterfront Tax Increment Finance (TIF) District along the central and northern end of the Burlington waterfront; and

WHEREAS, in June of 1997, the City Council authorized an expansion of the Waterfront TIF District to include property extending along the south side of Cherry Street from Battery Street to Church Street, utilizing a special TIF grandfathering provision of Act 60 (1997); and

WHEREAS, on May 25, 2016, the Vermont legislature authorized the City to extend by ten years the debt retention period within the Waterfront TIF District for the properties which together comprise the Burlington Town Center property (the “Property”), in accordance with a request from the City for purposes of enabling redevelopment of the Property; and

WHEREAS, at a special meeting of the City held on November 8, 2016 the voters authorized the City Council to pledge the credit of the City to secure the repayment of indebtedness or make direct payments for the purpose of funding one or more public improvements and related costs attributable to projects serving the Waterfront TIF District, including Pine Street Acquisition, Construction and Streetscape Improvements, St. Paul Street Acquisition, Construction and Streetscape Improvements, Cherry Street Streetscape Upgrades, Bank Street Streetscape Upgrades, and including reimbursement for TIF eligible related costs incurred by the City for the administration of the Waterfront TIF District, in a total principal amount not to exceed \$21,830,000.00, and to issue bonds, notes or make inter-fund loans for such purpose (together, the “Projects”); and

WHEREAS, several City residents challenged the results of the November 2016 special election, alleging that the City did not comply with certain technical and procedural requirements related to the public notice process; and

WHEREAS, the Vermont Superior Court found inconsistencies in the rules for public notices and held that the technical and procedural errors raised by the plaintiffs fell short of the threshold required to justify the extreme remedy of election invalidation; and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

....., 20
..... Clerk

Approved 20

..... Mayor

Vol. Page

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WHEREAS, Act 134 (2016) passed by the Vermont legislature, effective in 2016 extended the time period by which the City could incur indebtedness against revenues of the Waterfront TIF District for the three properties located within the Waterfront TIF District at 49 Cherry Street and 75 Cherry Street (together, the "Parcels") to June 30, 2021 and extended the period in which the City could retain the municipal and education tax increment for the Parcels to June 30, 2035; and

WHEREAS, in accordance with a request from the City, effective July 1, 2021, Act 73 (2021) of the Vermont legislature further extended the time period by which the City could incur indebtedness against revenues of the Waterfront TIF District for the three Parcels to June 30, 2023; provided, that, such extension is subject to the City's submission to the Vermont Economic Progress Council ("VEPC") of an executed construction contract with a completion guarantee by the owner of the Parcels evidencing commitment to construct not less than \$50 million of private development on the Parcels; and

WHEREAS, the City submitted a substantial change request to VEPC on February 2, 2023, providing the required executed construction contract and completion guarantee to VEPC and requesting formal authorization to incur the remainder of the authorized indebtedness under the Waterfront TIF District, which substantial change request was granted by VEPC on March 30, 2023; and

WHEREAS, the City previously issued its \$18,840,000 General Obligation Waterfront Tax Increment Note, Series 2023 (the "Prior Note") on June 21, 2023 in order to provide financing to the City for the Projects and to provide an opportunity to limit the overall total debt to be incurred for the Projects pending the receipt of certain grants and additional information regarding development plans for the Parcels; and

WHEREAS, the Prior Note matures on May 31, 2024; and

WHEREAS, the City continues to work with the private developers on the finalization of the development for the Parcels and the City Council at its February 12, 2024 meeting approved an amendment to the Development Agreement with Cityplace Partners, LLC, which, among other things, extended the time for the developer to meet certain conditions with respect to the payment obligations of the City; and

WHEREAS, the City has been awarded a \$22,384,000 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant for construction of the Great Streets Bank and Cherry project, and to build two new segments of Saint Paul Street and Pine Street, and for a workforce development program that further supports the long-term financing for the Projects; and

WHEREAS, the City is currently waiting on the determination of certain additional grant applications, the progress for meeting conditions under existing development agreement for the Projects, and the finalization of additional development plans for the Parcels, which may provide additional tax increment; and

* * * * *

DISTRIBUTION:

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ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

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..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

WHEREAS, in connection with the City's submission of its substantial change request, the City notified VEPC of its intention to issue one or more redeemable short-term notes in order to have the opportunity to minimize the eventual indebtedness of the Waterfront TIF District; and

WHEREAS, in order to limit the overall total debt to be incurred for the Projects and to provide an opportunity for a reduction in risk to the taxpayers if the City receives such pending grants and depending on the results of such additional development plans, the City is currently exploring the possibility of issuing one or more notes to refinance the Prior Note and extend the maturity date thereof; and

WHEREAS, Section 801 of the Tax Increment Financing Districts Rule adopted by VEPC permits the refinancing of existing TIF district debt in order to take advantage of improved rates or terms without the need for public vote or prior notification of VEPC; and

WHEREAS, the City is soliciting proposals from underwriting firms and financial institutions to sell, in a negotiated or competitive sale, one or more notes to refinance the Prior Note; and

WHEREAS, the City Council wishes to authorize the City's Chief Administrative Officer to approve the final terms of such general obligation tax increment financing notes without the requirement for prior approval by the City's Board of Finance so long as the true interest cost of such notes does not exceed six percent (6.00%) per annum, and to authorize the City's Board of Finance to approve the final terms of such notes in the event the true interest cost of such notes exceeds six percent (6.00%) per annum;

NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to pledge the credit of the City in an amount not to exceed \$18,840,000 in the aggregate principal amount and to issue notes, including one or more notes that may be subject to early redemption and prepayment, in connection therewith (the "Obligations") to finance the public improvements and related costs attributable to the Projects within the Waterfront TIF District; and

BE IT FURTHER RESOLVED that the Obligations may be sold in a private placement, public offering, competitive sale, or negotiated sale with one or more underwriters or underwriting firms, and the City may enter into a bond purchase agreement or loan agreement with the lender, underwriter, or the Vermont Bond Bank, as the case may be, for such purpose; and

BE IT FURTHER RESOLVED that the pledging of the City's credit for such Obligations is hereby authorized, with the amount, the term, and the form of the evidence of indebtedness to be issued, the interest rates, and payment schedule, to be further determined by the Chief Administrative Officer or the Assistant Director of Finance; provided that the true interest cost for the Obligations as determined by the Chief Administrative Officer, shall not exceed six percent (6.00%) per annum; and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
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ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

....., 20

..... Clerk

Approved....., 20

..... Mayor

Vol. Page

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BE IT FURTHER RESOLVED that in the event that the true interest cost of the Obligations would exceed six percent (6.00%) per annum, the prior approval of the City's Board of Finance shall be required; and

BE IT FURTHER RESOLVED that the Obligations, when issued and delivered, shall be valid and binding general obligations of the City payable according to the terms and tenor thereof from tax increments from properties within the Waterfront TIF District, which tax increments may be pledged to the payment of such Obligations; and

BE IT FURTHER RESOLVED that the full faith and credit of the City shall be pledged to payment of the Obligations in the event that the tax increments from properties within the Waterfront TIF District are not sufficient to pay the principal and interest on the Obligations; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, and the Assistant Director of Finance are, and each one of them is, hereby authorized and directed to prepare one or more Official Statements of the City as they deem necessary in the City's best interest. The Mayor, the Chief Administrative Officer, and the Assistant Director of Finance are, and each one of them is, hereby authorized to execute and deliver one or more final Official Statements and to execute and deliver such agreements, including one or more bond purchase agreement with the purchaser or underwriter(s) for the Obligations, continuing disclosure certificates, certificates as to use of proceeds and all other documents, agreements and instruments necessary or convenient in connection with the issuance of the Obligations; and

BE IT FURTHER RESOLVED that if in the opinion of the Chief Administrative Officer and/or the Assistant Director of Finance, it is desirable and in the City's best interest to obtain bond insurance for the Obligations, the Mayor, the Chief Administrative Officer, and the Assistant Director of Finance are, and each one of them is, hereby authorized, to enter into such agreements and instruments with the insurer in order to obtain a bond insurance policy for the Obligations; and

BE IT FURTHER RESOLVED that any defect or irregularity in the holding of the November 6, 2016 or the public notice issued for such special meeting was the result of oversight, inadvertence or difference of interpretation of applicable law and rules, and all acts and things heretofore done by the officers of the City and its City Council, in, about, or concerning the public notice for such special meeting and the conducting the vote at the meeting held November 6, 2016 are hereby validated and confirmed; and

BE IT FURTHER RESOLVED that as permitted by statute, the City intends to retain the municipal and education tax increment for the Parcels for the maximum period and in the amounts as permitted under applicable law, including as authorized under Act 134 (2016).

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

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..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

AUTHORIZATION FOR REFINANCING CITY OF BURLINGTON'S
\$18,840,000 GENERAL OBLIGATION WATERFRONT TAX INCREMENT
NOTE, SERIES 2023

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DB/TM/Resolutions 2024/*Authorization For Refinancing City Of Burlington 's \$18,840,000 General Obligation Waterfront Tax Increment Note,*
Series 2023
April 15, 2024

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

Darlene Bayko, C/T

ORIGINAL

RESOLUTION RELATING TO

Authorization..For..Refinancing..City..Of Burlington's \$18,840,000 General Obligation

Waterfront..Tax..Increment..Note..Series..2023

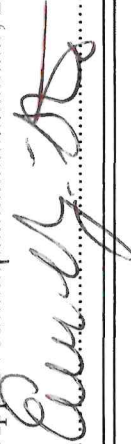
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Adopted by the City Council

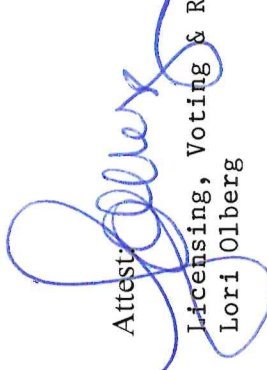
April 15, 20 24

 Clerk

Approved April 19, 20 24

 Mayor

Vol. Page

Attest: 
Licensing, Voting & Records Coordinator
Lori Olberg

* * * * *



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Laura Wheelock, PE, Senior Public Works Engineer
Madeline Suender, Public Works Engineer

DATE: April 9, 2024 (BOF); April 15, 2024 (CC)

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE, Division Director - Technical Services/City Engineer

RE: Burlington - Winooski Bridge Finance and Maintenance Agreement Acceptance
BF RAIZE(2) – FM0449

Request:

The Department of Public Works ("DPW") is requesting Board of Finance and City Council approval for the City to enter into a Finance and Maintenance Agreement with the State of Vermont for Replacement of the Burlington-Winooski Bridge over the Winooski River (Bridge 150). The project utilizes the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant that was accepted for reconstruction of the Winooski Bridge in 2022 and additional state and federal structures funding for the balance of the project.

Background

This proposed project will be a generational reinvestment into an improved, coordinated transportation network that serves as a vital regional connection between Burlington and Winooski. This project is advancing in coordination with the Colchester/Riverside/Barrett/Mill Intersection Realignment to allow for optimization between design and construction. The Bridge alignment and facility allocation will directly impact the Intersection layout and design. The 95 year old Bridge is nearing the end of its service life and is in need of timely repair for its next 100 year design.

A scoping study was completed by the Chittenden County Regional Planning Commission and the cities of Burlington and Winooski in 2019 to evaluate alternatives for improvements to the bridge connecting the two cities. The final report can be found here: <https://studiesandreports.ccrpcvt.org/wp-content/uploads/2019/07/FINAL-Winooski-River-Bridge-Scoping-Study.pdf>

After recommendation from the City Council's Transportation, Energy & Utilities Committee (TEUC) on March 25, 2019, the Burlington City Council voted to approve the preferred alternatives and move the project forward with the State of Vermont.

Burlington - Winooski Bridge RAISE Grant

The City of Burlington DPW, The City of Winooski, and Vermont Agency of Transportation (VTrans) pursued funding the replacement of the Burlington-Winooski Bridge in April of 2022. The grant application for approximate \$25M of funds was since accepted and awarded by VTrans. The total cost of the project is conceptually estimated to be \$60-\$75 million. Recognizing that the project costs for replacement of the bridge would be larger than just this grant, VTrans sought to appropriate funds from their bridge replacement program to complete the gap in funding. The funding split for this project is 80% Federal, 10% State, 5% Burlington, and 5% Winooski through the RAISE Grant. The funding split minimized the costs to Burlington where under other circumstances we would have been responsible for 50% of the replacement costs shared with the City of Winooski. Burlington will be responsible for the 5% local match, anticipated contaminated soils in Burlington that are non-participating, and 1% towards the local art ordinance based on the local share costs.

Since the project has federal grant money, VTrans is obligated to improve safety, address pedestrian/bicycle accommodations, complement the natural and cultural environment, and provide an aesthetically appealing bridge. DPW seeks approval to enter into an agreement (Attachment 1) with VTrans to allow them to continue to perform the design and construction work, and a commitment to cover any future non-participating costs encountered during construction.

Table 1 below shows the forecast of grant fund spending by fiscal year for the City's cash flow planning.

Table 1. RAISE Grant Funds Forecast by Fiscal Year

Winooski Bridge Replacement	Total Revenue	Design				Construction		
		FY23	FY24	FY25	FY26	FY27	FY28	FY29
		1%	1%	5%	5%	35%	40%	13%
Local Match 5% of total funding (split with winooski)	\$3,655,000	\$ 25,000.00	\$ 50,000.00	\$ 182,750.00	\$ 182,750.00	\$ 1,279,250.00	\$ 1,462,000.00	\$ 473,250.00
PUBLIC ART %	\$ 41,550.00				\$ 41,550.00			
NON PARTICIPATING COSTS (estimate)	\$ 500,000.00					\$ 500,000.00		
Vtrans Grant Federal	\$ 177,600.00		\$ 29,600.00	\$ 29,600.00	\$ 29,600.00	\$ 29,600.00	\$ 29,600.00	\$ 29,600.00
Vtrans Grant State	\$ 22,200.00		\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00
Vtrans Other (Winooski)	\$ 11,100.00		\$ 1,850.00	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00
Total	\$ 4,407,450.00	\$ 25,000.00	\$ 85,150.00	\$ 217,900.00	\$ 259,450.00	\$ 1,814,400.00	\$ 1,497,150.00	\$ 508,400.00

Line Item	Total Expense	FY23	FY24	FY25	FY26	FY27	FY28	FY29
Design Consultant/Contractor/DPW	\$ 3,643,900.00	\$ 25,000.00	\$ 48,150.00	\$ 180,900.00	\$ 180,900.00	\$ 1,277,400.00	\$ 1,460,150.00	\$ 471,400.00
Public Art	\$ 41,550.00	\$ -	\$ -	\$ -	\$ 41,550.00	\$ -	\$ -	\$ -
NON Participated Costs (Soils)	\$ 500,000.00					\$ 500,000.00		
DPW Staff Time	\$ 204,929.00		\$ 19,929.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00
BED Design - MOU	\$ 17,071.00		\$ 17,071.00					
	\$ 4,407,450.00	\$ 25,000.00	\$ 85,150.00	\$ 217,900.00	\$ 259,450.00	\$ 1,814,400.00	\$ 1,497,150.00	\$ 508,400.00

A map of these project areas is included in Attachment 3.

Both the bridge and intersection projects are being constructed as Design-Build projects to allow their schedules to advance and satisfy the funding deadlines within the RAISE grant. Staff anticipates returning to the TEUC and City Council in late spring 2024 for review and approval of the final design concept. Other milestones for the project are:

Permitting	1/1/2025
Advertise for Construction Contractor Team	1/1/2026
Select Contractor Team	6/1/2026 (Return to TEUC/CC)
Final Design	3/1/2027
Start Construction	6/1/2027
Substantial Completion	9/30/2029
Project Complete	6/30/2030

An Equal Opportunity Employer

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Attachments

1. FM0449: Standard Finance and Maintenance Agreement for Federal-Aid Projects, Burlington-Winooski BF RAIZ(2)
2. Draft Budget Amendment
3. Map of Overall Projects

Motions

Actions for Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute the FM0449: Standard Finance and Maintenance Agreement for Federal-Aid Projects, Burlington-Winooski BF RAIZ(2) from the Vermont Agency of Transportation for design and construction of the Winooski Bridge with the funding split for this project being 80% Federal, 10% State, 5% Burlington, and 5% Winooski.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses in FY24 and Overall Project Budgets, as further detailed in Attachment 2.

Actions for City Council:

1. To authorize the Director of Public Works to execute the FM0449: Standard Finance and Maintenance Agreement for Federal-Aid Projects, Burlington-Winooski BF RAIZ(2) from the Vermont Agency of Transportation for design and construction of the Winooski Bridge with the funding split for this project being 80% Federal, 10% State, 5% Burlington, and 5% Winooski.
2. To authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses in FY24 and Overall Project Budgets, as further detailed in Attachment 2.

Attachment 1. FM0449: Standard Finance and Maintenance Agreement for
Federal-Aid Projects, Burlington-Winooski BF RAIZ(2)

STANDARD FINANCE AND MAINTENANCE AGREEMENT FOR FEDERAL-AID PROJECTS

**THIS STANDARD AGREEMENT AND INCLUDED REVISIONS
IS MADE BETWEEN
STATE OF VERMONT
AND
CITY OF BURLINGTON
FOR
BURLINGTON-WINOOSKI BF RAIZ(2)**

Contract Number: FM0449

THIS AGREEMENT is made by and between the State of Vermont, acting through its Agency of Transportation, with its principal office located at Barre City Place, 219 North Main Street, Barre, Vermont (the "STATE") and the City of Burlington, with its principal office located at 149 Church Street, Burlington, VT (the "MUNICIPALITY").

W I T N E S S E T H:

WHEREAS, the STATE proposes to submit to the Federal Highway Administration, United States Department of Transportation, federal-aid design-build project(s) known as BURLINGTON-WINOOSKI BF RAIZ(2) (the "Project"), which will provide improvements at the location(s) described as follows:

Project Location: BRIDGE 150 ON US 7 OVER THE WINOOSKI RIVER IN THE CITY OF BURLINGTON (TH 3) AND THE CITY OF WINOOSKI (TH 1), APPROXIMATELY 0.17 MILES SOUTH OF THE INTERSECTION OF US 7 (TH 1) AND VT 15 (TH 2) IN THE CITY OF WINOOSKI.

Work ("the Work") to be performed under this Project includes: REPLACEMENT OF THE EXISTING BRIDGE WITH RELATED APPROACH ROADWAY AND CHANNEL WORK; and

WHEREAS, the MUNICIPALITY desires the improvements as described above; and

WHEREAS, the MUNICIPALITY further desires that the STATE act, insofar as necessary, for the MUNICIPALITY in the preparation of plans and the construction of the Project;

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

- 1. Allocation of Funds to Project.** That all costs of the Project, except those which are non-participating, shall be paid with eighty percent (80.00%) Federal funds and ten percent (10.00%) State funds and five percent (5.00%) Municipality funds (FEDERAL: 80.00%; STATE: 10.00%; **EACH MUNICIPALITY: 5.00%). City of Burlington – 5%, City of Winooski – 5%.** For purposes of this Agreement:
 - a. "Participating Project Cost" means items which the STATE and the Federal Highway Administration find necessary to accomplish the purpose of the Project and for which they will participate in funding and are deemed eligible under applicable laws and the regulations of the Federal Highway Administration.
 - b. "Non-participating Project Cost" means items which the STATE and the Federal Highway Administration find unnecessary to accomplish the purpose of the Project and are deemed not eligible under applicable laws and the regulations of the Federal Highway Administration.

The MUNICIPALITY will reimburse the STATE for one hundred percent (100%) of all non-participating Project costs.

costs within the MUNICIPALITY'S boundary and for five percent (5.00%) of total participating Project costs, inclusive of preliminary engineering, right-of-way, utility costs where applicable, and the participating final construction costs. The MUNICIPALITY acknowledges that underruns or overruns in item quantities during construction, as well as change orders during construction, may increase or decrease quantities, thereby causing the total cost of construction to differ from the amount of the accepted bid.

The MUNICIPALITY will pay the STATE on the basis of monthly progress billings received from the STATE, with billing itemized as needed between participating and non-participating costs as specified above.

The MUNICIPALITY shall pay 0% of participating cost liability for any incidental damages, that may occur due to participating project items, to abutting or adjacent property owners or occupants due to the improvement, widening or relocation of right-of-way.

The MUNICIPALITY shall pay 100% of non-participating cost liability for any incidental damages that may occur due to non-participating project items, to abutting or adjacent property owners or occupants due to the improvement, widening or relocation of right-of-way.

The MUNICIPALITY will pay 100% of additional costs resulting from MUNICIPALITY requests for change orders, design changes, or supplemental agreement where such requests are made after contract award. Examples of such changes include but are not limited to upgrading crosswalks to inlaid colored pavement, night work limitations, etc.

2. Maintenance of Project. If construction of the Project is temporarily suspended for the winter season, the MUNICIPALITY will provide winter maintenance of the MUNICIPALITY'S roadways within the Project area, all in conformance with the provisions of the applicable edition of the Vermont Agency of Transportation's *Standard Specifications for Construction*, until construction operations resume in the spring.

Following completion of the project, the MUNICIPALITY shall be responsible for the maintenance of **the bridge and related roadway within the MUNICIPALITY'S boundary** in a manner satisfactory to the STATE. In this regard, the MUNICIPALITY acknowledges that its attention has been directed to the provisions of 19 V.S.A. Sections 304 (duties of selectboards) and 310 (highways, bridges and trails).

3. Technical and Other Support from State. The STATE will provide the necessary engineering support to design and construct the Project, keep all accounting records, and make all payments to contractors hired by the STATE for the Project.

4. Project Plans; Conformance to Applicable State and Federal Laws, Regulations and Construction Standards. The Project will be constructed as the STATE, in cooperation with the Federal Highway Administration (FHWA), may determine and as detailed in the Project plans. Construction of the Project will conform to applicable FHWA rules and regulations and to the applicable edition of the Vermont Agency of Transportation's *Standard Specifications for Construction*, as well as special provisions that may be included in the Project's contract agreement.

5. Permits; Compliance with Permit Conditions. The MUNICIPALITY authorizes the STATE to obtain permits in the name of the MUNICIPALITY, as applicable. The MUNICIPALITY will adhere to all permit conditions. The MUNICIPALITY will obtain any permits required for non-participating components of the project.

6. State/Municipal Cooperation. The Project will be constructed pursuant to a contract under the supervision of the STATE or its duly authorized representative. The STATE and MUNICIPALITY will cooperate to advance the Project. The STATE will submit design plans and cost estimates to the MUNICIPALITY as the Project reaches the stages of Base Technical Concept Plans. The Project will not advance to the next step until the MUNICIPALITY has given its written approval to the Base Technical Concept Plans, which will not be unreasonably withheld.

7. Environmental Contamination. The Parties agree to abide by current regulatory guidance regarding the discovery of any environmental contaminants including, but not limited to, identification of other contributing parties who may potentially share liability for the conditions encountered in the Project area.

The STATE will provide the necessary engineering support for the identification, assessment, coordination, and construction oversight related to environmental contamination within the Project area. The STATE will coordinate with the MUNICIPALITY, the Federal Highway Administration (FHWA), and regulatory agencies to assess the likely degree of contamination and, where required, implement the necessary sampling/testing to adequately characterize environmental contamination with the Project area and determine the scope of mitigation, treatment, and disposal measures needed.

- a. Federal-aid participation in cleanup and/or disposal costs associated with environmental contamination is determined by FHWA on a project-by-project basis. If cleanup and/or disposal of environmental contamination is required within the Project area, the STATE will request that FHWA approve federal-aid participation in cleanup and/or disposal costs associated with the environmental contamination. Responsibilities for costs associated with environmental contamination that are deemed not eligible for federal-aid participation by FHWA shall be as follows:

Within the Municipal right-of way, Municipally-owned property, and lands or rights within the Municipality's Boundary that are acquired for the Project outside of existing highway rights of way, the cost of cleanup, disposal, and long-term monitoring/maintenance associated with environmental contamination in existence prior to construction of that portion of the Project shall be non-participating. Accordingly, among the parties to this Agreement any costs associated therewith shall be the sole responsibility of the MUNICIPALITY. However, the MUNICIPALITY retains the right to seek cost recovery from persons who are not parties to this Agreement.

- b. Within the STATE right-of way, the cost of cleanup, disposal, and long-term monitoring/maintenance associated with environmental contamination in existence prior to construction of that portion of the Project shall be the responsibility of the STATE. Accordingly, any costs associated therewith shall be the sole responsibility of the STATE.

8. Use of Municipal Facilities. During the period of construction of the Project, the MUNICIPALITY will grant the STATE and/or the STATE's authorized representative the following:

- a. Temporary use for Project purposes of lands within the limits of MUNICIPALITY'S highways, as well as other lands owned by the MUNICIPALITY that are identified as needed for the project. The STATE shall coordinate with the MUNICIPALITY before using any lands owned by the MUNICIPALITY outside of the Project area;
- b. Use of municipal highways for trucking and hauling, as may be required without payment of any permit or other user fee to the MUNICIPALITY; and
- c. Authority to sign the Project construction site as necessary to provide information and warning to the public.

9. Use of Right-of-Way. The MUNICIPALITY will not permit, now or hereafter, any installation of utilities or other work within the rights-of-way now controlled or acquired in connection with the Project until the MUNICIPALITY'S legislative body has approved in accordance with City Charter Article 19 Section 48(40), detailed plans showing the proposed work and issued a permit, all in accordance with 19 V.S.A. Section 1111. Before issuing a permit, the MUNICIPALITY will review any proposed utility installation for conformance with the current Utility Accommodation Plan of the Vermont Agency of Transportation.

Except for utilities authorized by law to occupy highway rights-of-way, the MUNICIPALITY will not sell, lease or permit any non-highway use or encroachments on the rights-of-way to be controlled and/or acquired in connection with the Project without first obtaining the written permission of the STATE.

10. Acquisition of Additional Right-of-Way. Should construction of the Project require the acquisition of lands,

or rights outside existing highway rights of way, the STATE will assist the MUNICIPALITY as needed in acquiring such lands or rights.

11. Relocation of Privately-Owned Utilities. The STATE will perform liaison and negotiation with utility companies, as necessary to relocate all privately-owned utilities that are in conflict with the Project. The MUNICIPALITY will cooperate with the STATE and utility companies in the timely relocation of privately-owned utility facilities that are in conflict with the Project.

12. Relocation of Municipal Utilities. The MUNICIPALITY will cooperate with the STATE and take such steps as may be necessary to accomplish the timely relocation of all utility facilities owned by the MUNICIPALITY that are in conflict with the Project. Any approved cost sharing shall occur as provided in a separate Utility Agreement to be entered into between the MUNICIPALITY and STATE.

13. Traffic Control; Detours. During construction of the Project, the MUNICIPALITY will render such assistance as the STATE may request in the maintenance of traffic. If the Project route is closed to through traffic, the State or its contractor, with the cooperation of the MUNICIPALITY, will be responsible for selecting, signing, and maintaining a detour route, which shall be accomplished in conformance with 23 V.S.A. Section 1025 and the applicable edition of the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD)*.

14. Maintenance of Traffic Control Devices and Street Lights. All new, permanent signs (including parking regulatory signs), and devices including but not limited to street lights, traffic signals, and pavement markings shown on the Project plans within the MUNICIPAL right-of-way **will be maintained in place by the MUNICIPALITY at no cost to the STATE**, including cost to provide electrical power, all in conformance with 23 V.S.A. Section 1025 and the applicable edition of the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD)*. Once constructed, any changes made to the parking and/or traffic control features by the MUNICIPALITY shall be in accordance with the current MUTCD and applicable MUNICIPAL, STATE, and Federal Highway Administration standards. No changes shall be made that impact the allocation of space for bicycles, pedestrians, and/or vehicles within the project limits without the prior written approval from the STATE and the Federal Highway Administration.

15. Cancellation or Default by State. If, due to the failure of the STATE, the Project is not constructed, then all costs incurred shall be borne in full by the STATE.

16. Cancellation or Default by Municipality. If at any time prior to award of a construction contract, the MUNICIPALITY no longer desires to proceed with the Project, then the MUNICIPALITY may request cancellation subject to the following conditions:

- a. If the MUNICIPALITY does not approve the Base Technical Concept Plans, the Project will be canceled, and the STATE shall reimburse the MUNICIPALITY for one hundred percent (100%) of all costs incurred by the MUNICIPALITY.
- b. If Base Technical Concept Plans have been approved by the MUNICIPALITY and the Low Bid exceeds the Base Technical Concept Plans estimate by fifty percent (50%) or more, the MUNICIPALITY may request cancellation of the Project and shall be liable for its proportionate share of all costs incurred to date for the Project, as specified in Section 1 above.
- c. If Base Technical Concept Plans have been approved by the MUNICIPALITY and cost estimates have not increased more than that specified in Section 16(b) above, the MUNICIPALITY may request cancellation of the Project, subject to payment by the MUNICIPALITY to the STATE for one hundred percent (100%) of all costs incurred to date for the Project.
- d. Should the project be canceled by the MUNICIPALITY or otherwise not advance to construction because of any act or omission of the MUNICIPALITY, including not exercising its eminent domain powers, then the MUNICIPALITY will reimburse the STATE in full for one hundred percent (100%) of all costs incurred to date for the Project.

17. Cancellation of Project Because of Circumstances Beyond Either Party's Control. If, due to circumstances beyond the control of the STATE or the MUNICIPALITY, the Project is not constructed, then all costs incurred to date for the Project shall be shared as specified in Section 1 above.

18. Municipally-Incurred Engineering Expenses; Invoices; Payment. The STATE will reimburse the MUNICIPALITY for reasonable engineering and design-related expenses incurred by the MUNICIPALITY for the Project. Other municipal staff activities that are eligible for reimbursement are: acting as the MUNICIPALITY'S spokesperson for the project; acting as a liaison between the STATE and city councils, commissions, permitting personnel; attending all Project meetings or public presentations; and disseminating project information to the public and performing public outreach activities.

The MUNICIPALITY will submit eligible municipally-incurred engineering actual costs within an itemized invoice to the STATE. The STATE will reimburse the MUNICIPALITY for eligible costs on the basis of monthly progress billings received from the MUNICIPALITY.

19. Livable Wages. The STATE shall include the **Livable Wage, Union Deterrence, and Outsourcing City of Burlington Ordinances** in the contract documents together with the applicable certifications. The MUNICIPALITY shall assume the financial responsibility thereto and shall be responsible for all administration of compliance with the aforelisted ordinances. The MUNICIPALITY shall not seek to terminate the contract on the basis of any enforcement action of these ordinances during the performance of the contract.

20. Cancellation by the City of Winooski. Should the CITY OF WINOOSKI request to cancel the project, the STATE will meet with the MUNICIPALITY to discuss options for advancing the project. If the STATE and MUNICIPALITY are not able to reach a solution to advance the project within 6 months from the date the CITY OF WINOOSKI requests to cancel the project, the STATE or the MUNICIPALITY reserve the right to cancel the project as specified in Provision 17 and all costs incurred to date for the Project shall be shared as specified in Section 1 above.

21. Failure to Secure Municipality Funds. If all reasonable efforts have been made to pass a vote authorizing a bond for the necessary municipality funds and these efforts are unsuccessful, either by the MUNICIPALITY or the City of Winooski, this circumstance is considered a circumstance beyond either party's control and will allow the MUNICIPALITY to cancel the project as specified in Provision 17 and all costs incurred to date for the Project shall be shared as specified in Section 1 above.

22. Interpretation of Agreement. If an ambiguity or question of intent arises with respect to any provision of this Agreement, the Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement.

23. Section Headings. The section headings contained in this Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

24. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

25. Attachments. The following attachment(s) are incorporated to and made a part of this Agreement:

Attachment C: Standard State Provisions for Contracts and Grants
Attachment D: Other Agreement Provisions
Attachment E: Additional ROW Provisions
MUNICIPALITY Certificate of Coverage/Insurance

26. Order of Precedence. Any ambiguity, conflict or inconsistency in the Agreement Documents shall be resolved according to the following order of precedence:

- 1) Attachment D
- 2) Attachment C
- 3) Attachment E
- 4) Standard Agreement

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS FINANCE AND MAINTENANCE AGREEMENT.

By the **STATE OF VERMONT AGENCY OF TRANSPORTATION:**

Date: _____

Signature: _____
Secretary of Transportation and Duly Authorized Agent

Name: _____

By the **MUNICIPALITY:**

Date: _____

Signature: _____
Duly Authorized Agent

Name: _____

Title: _____

ATTACHMENT C**STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS****REVISED DECEMBER 7, 2023**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity:

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
 - vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against

intrusion.

- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011). Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18

(“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D OTHER AGREEMENT PROVISIONS

Attachment D is made a part of this Agreement for the purpose of adding agreement-specific provisions not included in the Standard Finance and Maintenance Agreement, or for incorporating revisions to the Standard Finance and Maintenance Agreement and/or other included Attachments.

The following Provisions are hereby incorporated into this Agreement;

27. Project Use of Municipally Owned Land. In accordance with 19 V.S.A. Section 309a(d), the fair market value of any land outside existing highway rights-of-way that is donated by the MUNICIPALITY and used in the project shall be credited to the MUNICIPALITY's share of the project costs subject to the provisions of 23 U.S.C. Section 323 with respect to a federal-aid project.

28. Marketing Consent. In accordance with Attachment C, the STATE provides consent for the MUNICIPALITY to refer to the STATE in any publicity materials, information pamphlets, press releases, research reports, advertising, or marketing materials or similar communications to third parties that are directly associated with the Project.

29. Vermont Public Records Act. The parties acknowledge and agree that this Agreement, any and all information shared by the parties in connection with this Agreement, and any obligations of a party to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. Section 315 *et seq.* Each party will promptly notify the other party of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential Data so that the other party may seek an appropriate protective order.

ATTACHMENT E

STANDARD FINANCE AND MAINTENANCE AGREEMENT FOR FEDERAL-AID PROJECTS ADDITIONAL ROW PROVISIONS (FOR USE UNDER ATTACHMENT E FOR APPLICABLE PROJECTS)

1. Acquisition of Additional Right-of-Way.

- a. **TECHNICAL ASSISTANCE FROM STATE.** This project may require the temporary or permanent acquisition of lands or rights outside existing highway rights of way. The STATE will assist the MUNICIPALITY in acquiring such lands or rights in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Pub. L. No. 91-646, 84 Stat. 1894, as amended, and the Surface Transportation and Uniform Relocation Assistance Act of 1987, Pub. L. No. 100-17, 101 Stat. 246-256, as amended, provided that the lands or rights can be acquired by agreement at fair market value, and with the understanding that if condemnation is necessary the MUNICIPALITY must be the condemning authority, as hereinafter provided.
- b. **RECORD KEEPING AND REPORTS.** In accordance with 49 CFR § 24.9 (Recordkeeping and Reports) the MUNICIPALITY will maintain adequate records of its acquisition and displacement activities in sufficient detail to demonstrate compliance with this part. These records shall be retained for at least 3 years after each owner of a property and each person displaced from the property receives the final payment.
- c. **ACQUISITION IN NAME OF MUNICIPALITY.** The STATE will perform right of way work for the Project and, as agent for the MUNICIPALITY, will assist the MUNICIPALITY with negotiating purchase of lands or rights required for the Project. Title to all lands or rights acquired for the Project shall vest in the MUNICIPALITY immediately upon acquisition.
- d. **USE OF MUNICIPAL EMINENT DOMAIN POWERS.** If any of the lands or rights needed for the Project cannot be acquired by negotiation, it is agreed and understood that the MUNICIPALITY will exercise its eminent domain powers. In such cases, the STATE will notify the MUNICIPALITY of the need for condemnation. Within 30 days upon receipt of notice from the STATE, the MUNICIPALITY will commence the condemnation process via direct communication by approved MUNICIPAL legal representation (see parts e and f below), in consultation with VTrans' legal counsel.

The MUNICIPALITY agrees to make every reasonable effort to condemn at the fair market value price, as determined by the STATE's reviewing appraiser, but may condemn at a price which exceeds the approved fair market value price if facts set forth at a hearing warrant a higher award. The STATE reserves the right to approve or disapprove the portion of such an award that is in excess of the fair market value determined by the STATE's reviewing appraiser. If the MUNICIPALITY makes an award higher than the fair market value price determined by the STATE's reviewing appraiser without the prior written approval of the STATE, the MUNICIPALITY may be required to bear the entire cost of the excess amount over the STATE's approved fair market value price.

- e. **USE OF PRIVATE LEGAL COUNSEL.** Before authorizing any private lawyer or law firm to begin any legal work involving condemnation of lands or rights needed for the Project, the MUNICIPALITY shall enter into a contract for legal services with the lawyer or law firm. The

contract must be approved by the STATE and the Federal Highway Administration and, to ensure the maximum participation of federal-aid funds, shall include the following:

- i. A recital of the qualifications and experience of the lawyer or law firm in areas of property law.
 - ii. A requirement that all legal work must be performed in accordance with Vermont laws and 23 CFR § 710.305 (Acquisition) and 49 CFR Part 24 (Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs).
 - iii. The estimated cost of legal services on a lump sum or hourly rate, including a breakdown that specifies salaries, costs of materials and any other direct or indirect costs. No legal work shall be commenced which will exceed the lump sum estimate without first obtaining the approval of the STATE and the Federal Highway Administration. Failure to obtain such approval may result in the MUNICIPALITY's bearing the entire cost of such excess.
- f. **USE OF STAFF COUNSEL.** The MUNICIPALITY may choose to be represented by a lawyer who is a municipal official or employee. However, in such event compliance with 23 CFR § 710.203 (Funding and Reimbursement) by the MUNICIPALITY is a prerequisite to reimbursement of otherwise eligible legal expenses.
- g. **APPROVAL OF LEGAL REPRESENTATION IN OTHER PROJECT-RELATED MATTERS.** The MUNICIPALITY may be denied reimbursement for costs of legal representation for Project-related matters other than preparation for and trial of condemnation cases unless it has secured the prior approval of the STATE and the Federal Highway Administration. Matters in this category include, but are not limited to, Act 250 and other environmental permitting, defense of claims by abutting property owners, and defense of contractor claims.
- h. **REIMBURSEMENT OF APPROVED LEGAL COSTS.** Legal costs incurred by the MUNICIPALITY that are eligible for federal participation shall be included in the right of way costs of the Project. Reimbursement to the MUNICIPALITY of its shares of these costs by the STATE, upon receipt of properly itemized invoices, shall be in accordance with the cost distribution as hereinafter set forth. Payment for these legal costs shall be in accordance with the cost principles established by 48 CFR Chapter 1 Parts 1-18 of the Federal Acquisition Regulations and/or Federal Highway Administration policies. The MUNICIPALITY must comply with these federal cost principles to assure maximization of federal participation in these costs.
- i. **NOTIFICATION AS TO COURT APPEALS.** At the expiration of the period during which an affected party can seek judicial review of condemnation awards made by the MUNICIPALITY, the MUNICIPALITY shall send written notification to the STATE either setting forth the names of the appealing landowners or attesting to the fact that no appeals have been taken.
- j. **WARRANTY AS TO ADEQUACY OF MUNICIPAL RIGHTS OF WAY.** The MUNICIPALITY agrees to defend, save harmless and indemnify the STATE, its officers, agents and employees, from all suits, actions or claims for damages sustained by abutting or adjacent property owners or occupants because of the inadequacy of the rights of way furnished the Project by the MUNICIPALITY.

Attachment 2. Draft Budget Amendment

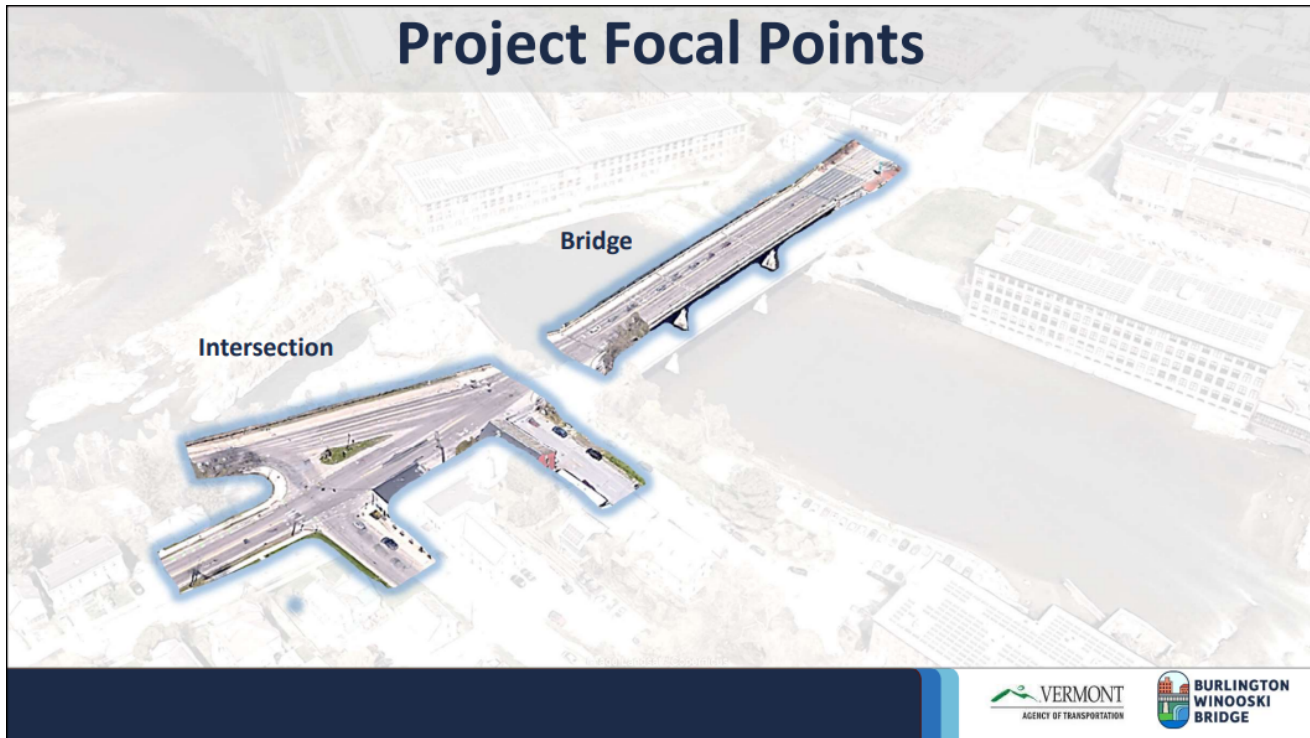
Department: DPW **Requested by:** Laura Wheelock/Maddy Suender **Date:** DRAFT

To allocate funds into the 843 VTRANS Grant - Winooski Bridge in support of the DPW staff time expenses that are eligible for reimbursement as well as BED MOU for lighting design.

Mayor Date (25K - 50K)

Org Set	GL Account	Account Name	Project/Sub/Detail Name	Increase/ (Decrease)
843-19-700	4875_130	VTRANS Grants, Public Works, Capital Projects.Grants - Federal Capital Indirect	843 VTRANS Grant - Winooski Bridge -	177,600
843-19-700	4875_135	VTRANS Grants, Public Works, Capital Projects.Grants - State Capital	843 VTRANS Grant - Winooski Bridge -	22,200
843-19-700	4885_100	VTRANS Grants, Public Works, Capital Projects.Local Share - Outside Agencies	843 VTRANS Grant - Winooski Bridge -	11,100
843-19-700	9500_100	VTRANS Grants, Public Works, Capital Projects.Capital Outlay - Construction	843 VTRANS Grant - Winooski Bridge -	222,000

Attachment 3: Project Area Map



Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Madeline Suender
 Burlington - Winooski Bridge Finance and Maintenance Agreement Acceptance: BF
 Title/Subject: RAIZE(2) – FM0449

	Approval:	Meeting Date:
☒	Board of Finance	4/9/2024
☒	City Council	4/15/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/1/2024	Chapin Spencer
Mayor's Office informed and approved memo	N/A	N/A	N/A
Board/Commission, if required	N/A	N/A	N/A
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	4/2/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/2/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/2/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	N/A	N/A
CIO, if an IT-related investment/purchase	N/A	N/A	N/A

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Memo - BOF CC RAISE Winooski Bridge
Contract Attached, if applicable?	Yes	Memo Attachment 1: FM0449
Additional Materials, if necessary	Yes	Memo Attachment 2/3: Draft Budget Amendment/Map
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	BOF

Burlington City Council

Burlington-Winooski BF RAIZ(2)

Burlington STP 5000(29)

April 15, 2024



**BURLINGTON
WINOOSKI
BRIDGE**



**THE CITY
OF BURLINGTON**



Project Site



Project Focal Points

Intersection

Bridge

Outreach

- Public Meetings & Events
- Local Government Meetings
- Stakeholder Engagement
- Website and E-Blasts
- Surveys
- Property Owner Meetings
- Utility Coordination
- Environmental Coordination



Do you travel across the Burlington-Winooski Bridge?
We want to hear from you!

Please help the Vermont Agency of Transportation better understand how you are using the Burlington-Winooski Bridge. Our Travel Survey will take less than 2 minutes to complete.

The survey can be accessed by clicking [here](#) or by scanning the QR Code.



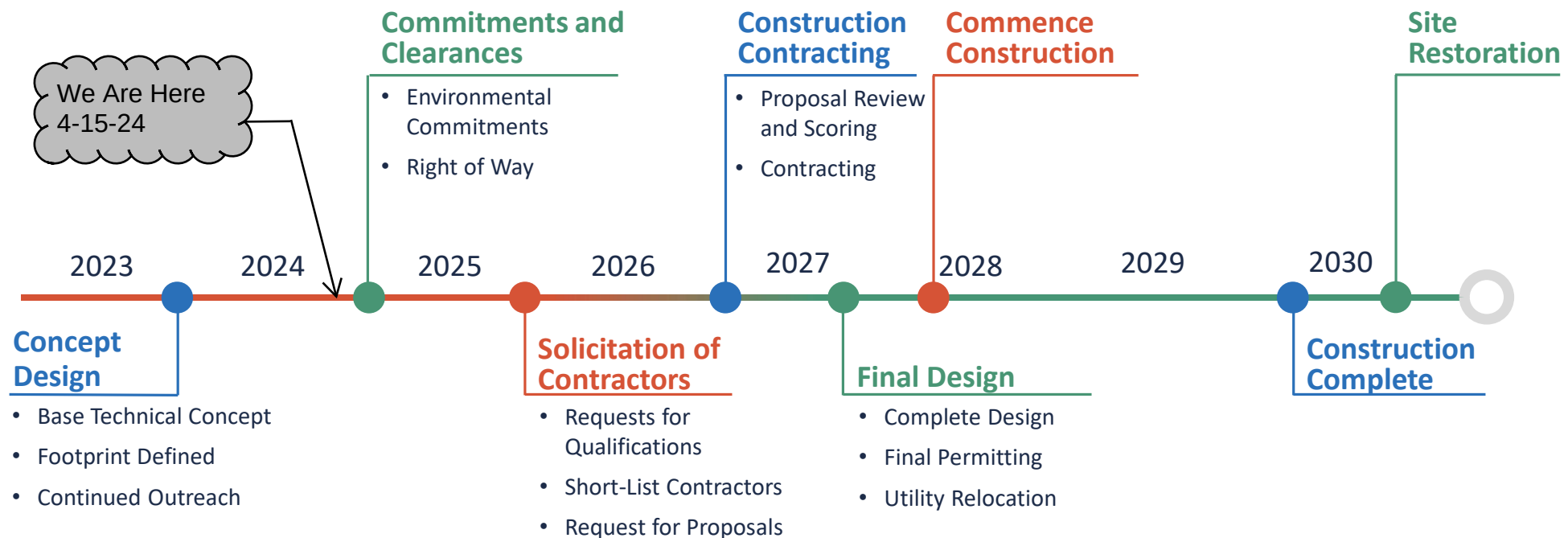
What We Have Heard

Commerce **Schedule** **Bike/Ped** **Aesthetics**
Traffic Calming **Safety** **Flooding**
Costs **Mobility** **Turn**
Adjacent Projects **Construction Congestion** **Emergency Response** **Movements**
Business Impacts **Lighting** **Parks and Greenspace** **E-Bikes**
Narrower Lanes **Contaminated Soils**
Wider Lanes **Historic Significance**

Schedule – Past

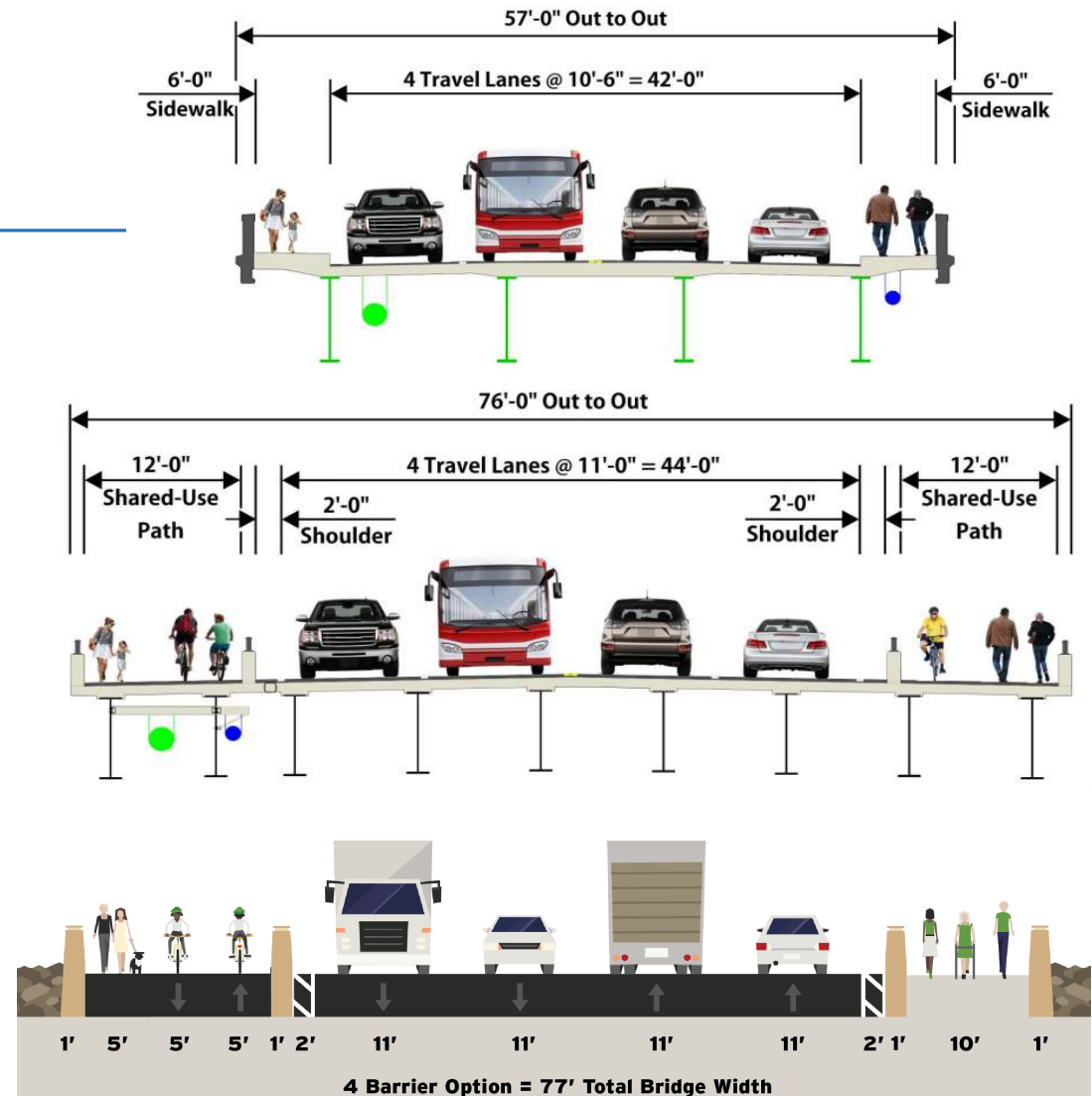


Schedule – Current and Future



Bridge Features

- Complete replacement
- Separated bike/ped from vehicles
- Maintains four travel lanes and adds shoulders



Alignment Comparison

On-Alignment	<u>FEATURE</u>	Shifted Alignment
Tangent	Alignment	Curved
4	Lanes Detoured	2
4 - 6	Detour Duration (Weeks)	16 - 20
24 - 30	Construction Duration (Months)	24 - 30
No	Natural Traffic Calming	Yes
No	Potential Under Bridge Path in Burlington	Yes



Intersection Geometry

- Understanding impact of bridge alignment on intersection
- Safety improvements, reduce conflict points, prioritize primary movements



Intersection summary

- Intersection focused public meeting in the spring
- Advancing design, balancing needs of all roadway users to maximize safety and capacity of intersection
- City-defined truck route vs. neighborhood setting in a natural and historic area

Project Refinement

- Continued Outreach
- Alignment Evaluations
- Intersection Arrangement
- Bike/Ped Safety & Mobility





**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Laura Wheelock, PE, Senior Public Works Engineer
Madeline Suender, Public Works Engineer

DATE: April 9, 2024 (BOF); April 15, 2024 (CC)

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE, Division Director - Technical Services/City Engineer

RE: Colchester/Riverside/Barrett/Mill Intersection Finance and Maintenance
Agreement Acceptance: Burlington STP 5000(29)

Request:

The Department of Public Works ("DPW") is requesting Board of Finance and City Council approval for the City to enter into a Finance and Maintenance Agreement with the State of Vermont for reconstruction of the Colchester Ave, Riverside Ave, Barrett St, and Mill St intersection (Burlington STP 5000(29)).

Background

This proposed project will be a generational reinvestment into an improved, coordinated network that serves as a vital regional connection between Burlington and Winooski. This project is advancing in coordination with the Winooski Bridge RAISE Grant to allow for optimization between design and construction. The Bridge alignment and facility allocation will directly impact the Intersection layout and design. The 95 year old Bridge is nearing the end of its service life and is in need of timely repair for its next 100 year design. The intersection improvements will provide a safer intersection that enhances mobility and access for all users while ensuring efficient operation. The design will simplify the intersection while creating a gateway for those entering the City from the north along US Routes 2/7.

A scoping study was completed by the Chittenden County Regional Planning Commission and the City of Burlington in 2019 to evaluate alternatives for improvements at the intersection complex. The final report can be found here: [2019 Scoping Study](#). After recommendation from the City Council's Transportation, Energy & Utilities Committee (TEUC), on March 25, 2019, City Council voted unanimously to approve the preferred alternative.

Colchester/Riverside/Barrett/Mill Intersection

In March of 2021, DPW submitted 7 projects for consideration to seek state and federal funding support to design and construct through the Vermont Project Selection and Prioritization (VPSP2), their mechanism to identify, prioritize, and select state transportation capital improvement projects

on the federal aid system. VPSP2 is a system that aims to develop a performance-based, data driven project selection & prioritization framework that maximizes the “transportation value” delivered to Vermont taxpayers. This helps to maximize the way transportation funding is used in Vermont. Of those, VTrans selected the Colchester/Barrett/Riverside Intersection Realignment under the safety program in late 2022 shortly after the adjacent bridge received its grant funding notice. The project is funded through VTrans Highway Safety Division, which will fund the project 100% for all participating costs.

On May 15, 2023 the City Council voted to reaffirm this preferred alternative by allowing the DPW Director to execute a letter of support for the Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street – Burlington STP 5000 (29) Intersection Project from the Vermont Agency of Transportation (VTrans). This approval brought the project into the State’s budget for funding.

Work on the project started in early 2023 with VTrans management of the project and municipal participation. DPW seeks approval to enter into an agreement (Attachment 1) with VTrans to allow them to continue to perform the design and construction work, and a commitment to cover any future non-participating costs encountered during construction. DPW estimates future need for local funds of approximately \$505,000 to cover contaminated soil disposal and 1% for public art.

Table 1 below shows the forecast of grant fund spending by fiscal year for the City’s cash flow planning.

Table 1. RAISE Grant Funds Forecast by Fiscal Year

FM0477 STP_5000(29)			Design			Construction		
Colchester Barrett Riverside Intersection Realignment		Total Revenue	FY24	FY25	FY26	FY27	FY28	FY29
N/W Account Code:								
	PUBLIC ART %	\$ 5,000.00			\$ 5,000.00			
	NON PARTICIPATING COSTS - Estimate	\$ 500,000.00				\$ 500,000.00		
843-19-700.4875_130	Vtrans Grant Federal	\$ 227,040.00	\$ 42,040.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00
	total	\$ 732,040.00	\$ 42,040.00	\$ 37,000.00	\$ 42,000.00	\$ 537,000.00	\$ 37,000.00	\$ 37,000.00
N/W Account Code:	Line Item	Total Expense	FY24	FY25	FY26	FY27	FY28	FY29
	Public Art	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
	NON Participated Costs (Soils)	\$ 500,000.00				\$ 500,000.00		
843-19-700.9500_100	DPW Staff Time	\$ 205,000.00	\$ 20,000.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00
843-19-700.9500_100	BED MOU	\$ 22,040.00	\$ 22,040.00					
		\$ 732,040.00	\$ 42,040.00	\$ 37,000.00	\$ 42,000.00	\$ 537,000.00	\$ 37,000.00	\$ 37,000.00

Both the bridge and intersection projects are being constructed as Design-Build projects to allow their schedules to advance and satisfy the funding deadlines within the RAISE grant. Staff anticipates returning to the TEUC and City Council in late spring 2024 for review and approval of the final design concept. Any proposal to change the line and grade will require City Council approval. Other milestones for the project are:

Permitting	1/1/2025
Advertise for Construction Contractor Team	1/1/2026
Select Contractor Team	6/1/2026 (Return to TEUC/CC)
Final Design	3/1/2027
Start Construction	6/1/2027
Substantial Completion	9/30/2029
Project Complete	6/30/2030

A map of these project areas is included in Attachment 3.

Attachments

1. FM0477: Standard Finance and Maintenance Agreement for Federal-Aid Projects, Burlington STP 5000(29)
2. Draft Budget Amendment
3. Map of Overall Projects

Motions

Actions for Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute the FM0477: Standard Finance and Maintenance Agreement for Federal-Aid Projects, Burlington STP 5000(29) from the Vermont Agency of Transportation for design and construction of the Colchester/Riverside/Barrett/Mill Intersection with a VTrans commitment to cover 100% of eligible project costs.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses in FY24 and Overall Project Budgets, as further detailed in Attachment 2.

Actions for City Council:

1. To authorize the Director of Public Works to execute the FM0477: Standard Finance and Maintenance Agreement for Federal-Aid Projects, Burlington STP 5000(29) from the Vermont Agency of Transportation for design and construction of the Colchester/Riverside/Barrett/Mill Intersection with a VTrans commitment to cover 100% of eligible project costs.
2. To authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses in FY24 and Overall Project Budgets, as further detailed in Attachment 2.

Attachment 1. FM0477: Standard Finance and Maintenance Agreement for
Federal-Aid Projects, Burlington STP 5000(29)

STANDARD FINANCE AND MAINTENANCE AGREEMENT FOR FEDERAL-AID PROJECTS

**THIS STANDARD AGREEMENT AND INCLUDED REVISIONS
IS MADE BETWEEN
STATE OF VERMONT
AND
CITY OF BURLINGTON
FOR
BURLINGTON STP 5000(29)**

Contract Number: FM0477

THIS AGREEMENT is made by and between the State of Vermont, acting through its Agency of Transportation, with its principal office located at Barre City Place, 219 North Main Street, Barre, Vermont (the "STATE") and the City of Burlington, with its principal office located at 149 Church Street, Burlington, VT (the "MUNICIPALITY").

W I T N E S S E T H:

WHEREAS, the STATE proposes to submit to the Federal Highway Administration, United States Department of Transportation, federal-aid project(s) known as BURLINGTON STP 5000(29) (the "Project"), which will provide improvements at the location(s) described as follows:

Project Location: **At the intersection of Colchester Ave., Riverside Ave., Barrett Street, and Mill Street.**

Work ("the Work") to be performed under this Project includes: **Reconfiguration of the signalized intersection, relocation of buried utilities, new signage, street lighting and traffic signal equipment. New pavement and pavement markings, curbing and landscaping are also included;** and

WHEREAS, the MUNICIPALITY desires the improvements as described above; and

WHEREAS, the MUNICIPALITY further desires that the STATE act, insofar as necessary, for the MUNICIPALITY in the preparation of plans and the construction of the Project;

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. Allocation of Funds to Project. That all costs of the Project, except those which are non-participating, shall be paid with one hundred percent (100.00%) Federal funds and zero percent (0.00%) State funds and zero percent (0.00%) Municipality funds (FEDERAL: 100.00%; STATE: 0.00%; MUNICIPALITY: 0.00%). For purposes of this Agreement:

- a. "Participating Project Cost" means items which the STATE and the Federal Highway Administration find necessary to accomplish the purpose of the Project and for which they will participate in funding and are deemed eligible under applicable laws and the regulations of the Federal Highway Administration.

- b. "Non-participating Project Cost" means items which the STATE and the Federal Highway Administration find unnecessary to accomplish the purpose of the Project and are deemed not eligible under applicable laws and the regulations of the Federal Highway Administration.

The MUNICIPALITY will reimburse the STATE for one hundred percent (100%) of all non-participating Project costs and for zero percent (0.00%) of total participating Project costs, inclusive of preliminary engineering, right-of-way, utility costs where applicable, and the participating final construction costs. The MUNICIPALITY acknowledges that underruns or overruns in item quantities during construction, as well as change orders during construction, may increase or decrease quantities, thereby causing the total cost of construction to differ from the amount of the accepted bid.

The MUNICIPALITY will pay the STATE on the basis of monthly progress billings received from the STATE, with billing itemized as needed between participating and non-participating costs as specified above.

The MUNICIPALITY shall pay 0% of participating cost liability for any incidental damages, that may occur due to participating project items, to abutting or adjacent property owners or occupants due to the improvement, widening or relocation of right-of-way.

The MUNICIPALITY shall pay 100% of non-participating cost liability for any incidental damages that may occur due to non-participating project items, to abutting or adjacent property owners or occupants due to the improvement, widening or relocation of right-of-way.

The MUNICIPALITY will pay 100% of additional costs resulting from MUNICIPALITY requests for change orders, design changes, or supplemental agreement where such requests are made after contract award. Examples of such changes include but are not limited to upgrading crosswalks to inlaid colored pavement, night work limitations, etc.

2. Maintenance of Project. If construction of the Project is temporarily suspended for the winter season, the MUNICIPALITY will provide winter maintenance of roadways within the Project area, all in conformance with the provisions of the applicable edition of the Vermont Agency of Transportation's *Standard Specifications for Construction*, until construction operations resume in the spring.

Following completion of the project, the MUNICIPALITY shall be responsible for the maintenance of **permanent signs, street lights, traffic signals, pavement markings, sidewalks and bike paths** in a manner satisfactory to the STATE. In this regard, the MUNICIPALITY acknowledges that its attention has been directed to the provisions of 19 V.S.A. Sections 304 (duties of selectboards) and 310 (highways, bridges and trails).

3. Technical and Other Support from State. The STATE will provide the necessary engineering support to design and construct the Project, keep all accounting records, and make all payments to contractors hired by the STATE for the Project.

4. Project Plans; Conformance to Applicable State and Federal Laws, Regulations and Construction Standards. The Project will be constructed as the STATE, in cooperation with the Federal Highway Administration (FHWA), may determine and as detailed in the Project plans. Construction of the Project will conform to applicable FHWA rules and regulations and to the applicable edition of the Vermont

Agency of Transportation's *Standard Specifications for Construction*, as well as special provisions that may be included in the Project's contract agreement.

5. Permits; Compliance with Permit Conditions. The MUNICIPALITY authorizes the STATE to obtain permits in the name of the MUNICIPALITY, as applicable. The MUNICIPALITY will adhere to all permit conditions. The MUNICIPALITY will obtain any permits required for non-participating components of the project.

6. State/Municipal Cooperation. The Project will be constructed pursuant to a contract under the supervision of the STATE or its duly authorized representative. The STATE and MUNICIPALITY will cooperate to advance the Project. The STATE will submit design plans and cost estimates to the MUNICIPALITY as the Project reaches the stage of **Base Technical Concept**. The Project will not advance to the next step until the MUNICIPALITY has given its written approval to the **Base Technical Concept**, which will not be unreasonably withheld.

7. Environmental Contamination. The Parties agree to abide by current regulatory guidance regarding the discovery of any environmental contaminants including, but not limited to, identification of other contributing parties who may potentially share liability for the conditions encountered in the Project area.

The STATE will provide the necessary engineering support for the identification, assessment, coordination, and construction oversight related to environmental contamination within the Project area. The STATE will coordinate with the MUNICIPALITY, the Federal Highway Administration (FHWA), and regulatory agencies to assess the likely degree of contamination and, where required, implement the necessary sampling/testing to adequately characterize environmental contamination with the Project area and determine the scope of mitigation, treatment, and disposal measures needed.

- a. Federal-aid participation in cleanup and/or disposal costs associated with environmental contamination is determined by FHWA on a project-by-project basis. If cleanup and/or disposal of environmental contamination is required within the Project area, the STATE will request that FHWA approve federal-aid participation in cleanup and/or disposal costs associated with the environmental contamination. Responsibilities for costs associated with environmental contamination that are deemed not eligible for federal-aid participation by FHWA shall be as follows:

Within the Municipal right-of way, Municipally-owned property, and lands or rights within the Municipality's Boundary that are acquired for the Project outside of existing highway rights of way, the cost of cleanup, disposal, and long-term monitoring/maintenance associated with environmental contamination in existence prior to construction of that portion of the Project shall be non-participating. Accordingly, among the parties to this Agreement any costs associated therewith shall be the sole responsibility of the MUNICIPALITY. However, the MUNICIPALITY retains the right to seek cost recovery from persons who are not parties to this Agreement.

- b. Within the STATE right-of way, the cost of cleanup, disposal, and long-term monitoring/maintenance associated with environmental contamination in existence prior to construction of that portion of the Project shall be the responsibility of the STATE. Accordingly, any costs associated therewith shall be the sole responsibility of the STATE.

8. Use of Municipal Facilities. During the period of construction of the Project, the MUNICIPALITY will grant the STATE and/or the STATE's authorized representative the following:

- a. Temporary use for Project purposes of lands within the limits of MUNICIPALITY'S highways, as well as other lands owned by the MUNICIPALITY that are identified as needed for the project; the STATE shall coordinate with the MUNICIPALITY before using any lands owned by the MUNICIPALITY outside of the Project area;
- b. Use of municipal highways for trucking and hauling, as may be required without payment of any permit or other user fee to the MUNICIPALITY; and
- c. Authority to sign the Project construction site as necessary to provide information and warning to the public.

9. Use of Right-of-Way. The MUNICIPALITY will not permit, now or hereafter, any installation of utilities or other work within the rights-of-way now controlled or acquired in connection with the Project until the MUNICIPALITY'S legislative body has approved in accordance with City Charter Article 19 Section 48(40), detailed plans showing the proposed work and issued a permit, all in accordance with 19 V.S.A. Section 1111. Before issuing a permit, the MUNICIPALITY will review any proposed utility installation for conformance with the current Utility Accommodation Plan of the Vermont Agency of Transportation.

Except for utilities authorized by law to occupy highway rights-of-way, the MUNICIPALITY will not sell, lease or permit any non-highway use or encroachments on the rights-of-way to be controlled and/or acquired in connection with the Project without first obtaining the written permission of the STATE.

10. Acquisition of Additional Right-of-Way. Should construction of the Project require the acquisition of lands or rights outside existing highway rights of way, the STATE will assist the MUNICIPALITY as needed in acquiring such lands or rights.

11. Relocation of Privately-Owned Utilities. The STATE will perform liaison and negotiation with utility companies, as necessary to relocate all privately-owned utilities that are in conflict with the Project. The MUNICIPALITY will cooperate with the STATE and utility companies in the timely relocation of privately-owned utility facilities that are in conflict with the Project.

12. Relocation of Municipal Utilities. The MUNICIPALITY will cooperate with the STATE and take such steps as may be necessary to accomplish the timely relocation of all utility facilities owned by the MUNICIPALITY that are in conflict with the Project. Any approved cost sharing shall occur as provided in a separate Utility Agreement to be entered into between the MUNICIPALITY and STATE.

13. Traffic Control; Detours. During construction of the Project, the MUNICIPALITY will render such assistance as the STATE may request in the maintenance of traffic. If the Project route is closed to through traffic, the State or its contractor, with the cooperation of the MUNICIPALITY, will be responsible for selecting, signing, and maintaining a detour route, which shall be accomplished in conformance with 23 V.S.A. Section 1025 and the applicable edition of the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD)*.

14. Maintenance of Traffic Control Devices and Street Lights. All new, permanent signs (including parking regulatory signs), and devices including but not limited to street lights, traffic signals, and pavement markings shown on the Project plans within the MUNICIPAL right-of-way will be maintained in place by the MUNICIPALITY at no cost to the STATE, including cost to provide electrical power, all in conformance

with 23 V.S.A. Section 1025 and the applicable edition of the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD)*. Once constructed, any changes made to the parking and/or traffic control by the MUNICIPALITY shall be in accordance with the current MUTCD and applicable MUNICIPAL, STATE, and Federal Highway Administration standards. No changes shall be made that impact the allocation of space for bicycles, pedestrians, and/or vehicles within the Project limits without the prior written approval from the STATE and Federal Highway Administration.

15. Cancellation or Default by State. If, due to the failure of the STATE, the Project is not constructed, then all costs incurred shall be borne in full by the STATE.

16. Cancellation or Default by Municipality. If at any time prior to award of a construction contract, the MUNICIPALITY no longer desires to proceed with the Project, then the MUNICIPALITY may request cancellation subject to the following conditions:

- a. If the MUNICIPALITY does not approve the Base Technical Concept, the Project will be canceled, and the STATE shall reimburse the MUNICIPALITY for one hundred percent (100%) of all costs incurred by the MUNICIPALITY.
- b. Should the project be canceled by the MUNICIPALITY or otherwise not advance to construction because of any act or omission of the MUNICIPALITY, including not exercising its eminent domain powers, then the MUNICIPALITY will reimburse the STATE in full for one hundred percent (100%) of all costs incurred to date for the Project.

17. Cancellation of Project Because of Circumstances Beyond Either Party's Control. If, due to circumstances beyond the control of the STATE or the MUNICIPALITY, the Project is not constructed, then all costs incurred shall be shared as specified in Section 1 above.

18. Municipally-Incurred Engineering Expenses; Invoices; Payment. Is hereby incorporated with the following:

The STATE will reimburse the MUNICIPALITY for all engineering and design-related expenses incurred by the MUNICIPALITY for the Project. Other municipal staff activities that are eligible for reimbursement are: acting as the MUNICIPALITY'S spokesperson for the project; acting as a liaison between the STATE and city councils, commissions, permitting personnel; attending all Project meetings or public presentations; and disseminating project information to the public and performing public outreach activities.

The MUNICIPALITY will submit eligible municipally-incurred engineering actual costs within an itemized invoice to the STATE. The STATE will reimburse the MUNICIPALITY for eligible costs on the basis of monthly progress billings received from the MUNICIPALITY.

19. Livable Wages. The STATE shall include the **Livable Wage, Union Deterrence, and Outsourcing City of Burlington Ordinances** in the contract documents together with the applicable certifications. The MUNICIPALITY shall assume the financial responsibility thereto and shall be responsible for all administration of compliance with, the aforelisted ordinances. The MUNICIPALITY shall not seek to terminate the contract on the basis of any enforcement action of these ordinances during the performance of the contract.

20. Interpretation of Agreement. If an ambiguity or question of intent arises with respect to any provision of this Agreement, the Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any

of the provisions of this Agreement.

21. Section Headings. The section headings contained in this Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

22. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

23. Attachments. The following attachment(s) are incorporated to and made a part of this Agreement:

Attachment C: Standard State Provisions for Contracts and Grants

Attachment D: Other Agreement Provisions

Attachment E: Additional ROW Provisions

MUNICIPALITY Certificate of Coverage/Insurance

24. Order of Precedence. Any ambiguity, conflict or inconsistency in the Agreement Documents shall be resolved according to the following order of precedence:

- 1) Attachment D
- 2) Attachment C
- 3) Attachment E
- 4) Standard Agreement

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS FINANCE AND MAINTENANCE AGREEMENT.

By the **STATE OF VERMONT AGENCY OF TRANSPORTATION:**

Date: _____

Signature: _____
Secretary of Transportation and Duly Authorized Agent

Name: _____

By the **MUNICIPALITY:**

Date: _____

Signature: _____
Duly Authorized Agent

Name: _____

Title: _____

REVISED DECEMBER 7, 2023

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity:

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend

or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection

costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

- i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
 - vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not use the State's logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar

communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of

sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
OTHER AGREEMENT PROVISIONS

Attachment D is made a part of this Agreement for the purpose of adding agreement-specific provisions not included in the Standard Finance and Maintenance Agreement, or for incorporating revisions to the Standard Finance and Maintenance Agreement and/or other included Attachments.

The following Provisions are hereby incorporated into this Agreement;

27. Project Use of Municipally Owned Land. In accordance with 19 V.S.A. Section 309a(d), the fair market value of any land outside existing highway rights-of-way that is donated by the MUNICIPALITY and used in the project shall be credited to the MUNICIPALITY's share of the project costs subject to the provisions of 23 U.S.C. Section 323 with respect to a federal-aid project.

28. Marketing Consent. In accordance with Attachment C, the STATE provides consent for the MUNICIPALITY to refer to the STATE in any publicity materials, information pamphlets, press releases, research reports, advertising, or marketing materials or similar communications to third parties that are directly associated with the Project.

29. Vermont Public Records Act. The parties acknowledge and agree that this Agreement, any and all information shared by the parties in connection with this Agreement, and any obligations of a party to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. Section 315 *et seq.* Each party will promptly notify the other party of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential Data so that the other party may seek an appropriate protective order.

ADDITIONAL ROW PROVISIONS**1. Acquisition of Additional Right-of-Way.**

- a. **TECHNICAL ASSISTANCE FROM STATE.** This project may require the temporary or permanent acquisition of lands or rights outside existing highway rights of way. The STATE will assist the MUNICIPALITY in acquiring such lands or rights in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Pub. L. No. 91-646, 84 Stat. 1894, as amended, and the Surface Transportation and Uniform Relocation Assistance Act of 1987, Pub. L. No. 100-17, 101 Stat. 246-256, as amended, provided that the lands or rights can be acquired by agreement at fair market value, and with the understanding that if condemnation is necessary the MUNICIPALITY must be the condemning authority, as hereinafter provided.
- b. **RECORD KEEPING AND REPORTS.** In accordance with 49 CFR § 24.9 (Recordkeeping and Reports) the MUNICIPALITY will maintain adequate records of its acquisition and displacement activities in sufficient detail to demonstrate compliance with this part. These records shall be retained for at least 3 years after each owner of a property and each person displaced from the property receives the final payment.
- c. **ACQUISITION IN NAME OF MUNICIPALITY.** The STATE will perform right of way work for the Project and, as agent for the MUNICIPALITY, will assist the MUNICIPALITY with negotiating purchase of lands or rights required for the Project. Title to all lands or rights acquired for the Project shall vest in the MUNICIPALITY immediately upon acquisition.
- d. **USE OF MUNICIPAL EMINENT DOMAIN POWERS.** If any of the lands or rights needed for the Project cannot be acquired by negotiation, it is agreed and understood that the MUNICIPALITY will exercise its eminent domain powers. In such cases, the STATE will notify the MUNICIPALITY of the need for condemnation. Within 30 days upon receipt of notice from the STATE, the MUNICIPALITY will commence the condemnation process via direct communication by approved MUNICIPAL legal representation (see parts e and f below), in consultation with VTrans' legal counsel.

The MUNICIPALITY agrees to make every reasonable effort to condemn at the fair market value price, as determined by the STATE's reviewing appraiser, but may condemn at a price which exceeds the approved fair market value price if facts set forth at a hearing warrant a higher award. The STATE reserves the right to approve or disapprove the portion of such an award that is in excess of the fair market value determined by the STATE's reviewing appraiser. If the MUNICIPALITY makes an award higher than the fair market value price determined by the STATE's reviewing appraiser without the prior written approval of the STATE, the MUNICIPALITY may be required to bear the entire cost of the excess amount over the STATE's approved fair market value price.

- e. **USE OF PRIVATE LEGAL COUNSEL.** Before authorizing any private lawyer or law firm to begin any legal work involving condemnation of lands or rights needed for the Project, the MUNICIPALITY shall enter into a contract for legal services with the lawyer or law firm. The contract must be approved by the STATE and the Federal Highway Administration and, to ensure the maximum participation of federal-aid funds, shall include the following:

- i. A recital of the qualifications and experience of the lawyer or law firm in areas of property law.
 - ii. A requirement that all legal work must be performed in accordance with Vermont laws and 23 CFR § 710.305 (Acquisition) and 49 CFR Part 24 (Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs).
 - iii. The estimated cost of legal services on a lump sum or hourly rate, including a breakdown that specifies salaries, costs of materials and any other direct or indirect costs. No legal work shall be commenced which will exceed the lump sum estimate without first obtaining the approval of the STATE and the Federal Highway Administration. Failure to obtain such approval may result in the MUNICIPALITY's bearing the entire cost of such excess.
- f. **USE OF STAFF COUNSEL.** The MUNICIPALITY may choose to be represented by a lawyer who is a municipal official or employee. However, in such event compliance with 23 CFR § 710.203 (Funding and Reimbursement) by the MUNICIPALITY is a prerequisite to reimbursement of otherwise eligible legal expenses.
- g. **APPROVAL OF LEGAL REPRESENTATION IN OTHER PROJECT-RELATED MATTERS.** The MUNICIPALITY may be denied reimbursement for costs of legal representation for Project-related matters other than preparation for and trial of condemnation cases unless it has secured the prior approval of the STATE and the Federal Highway Administration. Matters in this category include, but are not limited to, Act 250 and other environmental permitting, defense of claims by abutting property owners, and defense of contractor claims.
- h. **REIMBURSEMENT OF APPROVED LEGAL COSTS.** Legal costs incurred by the MUNICIPALITY that are eligible for federal participation shall be included in the right of way costs of the Project. Reimbursement to the MUNICIPALITY of its shares of these costs by the STATE, upon receipt of properly itemized invoices, shall be in accordance with the cost distribution as hereinafter set forth. Payment for these legal costs shall be in accordance with the cost principles established by 48 CFR Chapter 1 Parts 1-18 of the Federal Acquisition Regulations and/or Federal Highway Administration policies. The MUNICIPALITY must comply with these federal cost principles to assure maximization of federal participation in these costs.
- i. **NOTIFICATION AS TO COURT APPEALS.** At the expiration of the period during which an affected party can seek judicial review of condemnation awards made by the MUNICIPALITY, the MUNICIPALITY shall send written notification to the STATE either setting forth the names of the appealing landowners or attesting to the fact that no appeals have been taken.
- j. **WARRANTY AS TO ADEQUACY OF MUNICIPAL RIGHTS OF WAY.** The MUNICIPALITY agrees to defend, save harmless and indemnify the STATE, its officers, agents and employees, from all suits, actions or claims for damages sustained by abutting or adjacent property owners or occupants because of the inadequacy of the rights of way furnished the Project by the MUNICIPALITY.

Attachment 2. Draft Budget Amendment

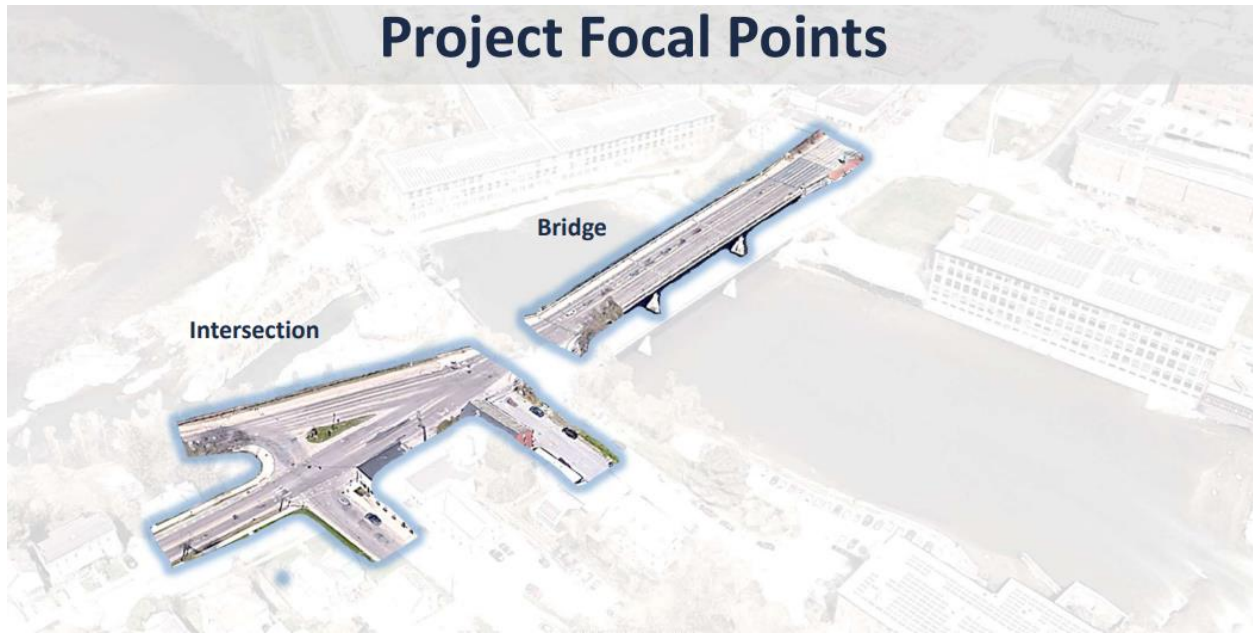
Department: DPW **Requested by:** Laura Wheelock/Maddy Suender **Date:** DRAFT

To allocate funds into the 843 VTRANS Grant - Colchester Barrett Riverside in support of the DPW staff time expenses that are eligible for reimbursement as well as BED MOU for lighting design.

Mayor Date (25K - 50K)

[illegible]

Attachment 3: Project Area Map



Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Madeline Suender
Colchester/Riverside/Barrett/Mill Intersection Finance and Maintenance Agreement
 Title/Subject: Acceptance: Burlington STP 5000(29)

	Approval:	Meeting Date:
☒	Board of Finance	4/9/2024
☒	City Council	4/15/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/1/2024	Chapin Spencer
Mayor's Office informed and approved memo	N/A	N/A	N/A
Board/Commission, if required	N/A	N/A	N/A
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	4/2/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/2/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/2/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	N/A	N/A
CIO, if an IT-related investment/purchase	N/A	N/A	N/A

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Memo - BOF CC Colchester Intersection
Contract Attached, if applicable?	Yes	Memo Attachment 1: FM0477
Additional Materials, if necessary	Yes	Memo Attachment 2/3: Budget Amendment/Map
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	BOF

Resolution Relating to

AUTHORIZATION FOR REIMBURSEMENT FROM
PUBLIC IMPROVEMENT BONDS FOR SCHOOL
DISTRICT CAPITAL IMPROVEMENTS FOR
INTEGRATED ARTS ACADEMY

RESOLUTION_____

Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Four
Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, on March 7, 2017, voters of the City of Burlington approved a ballot question and
2 authorized the City Council to issue general obligation bonds or notes in an aggregate principal amount not to
3 exceed Nineteen Million Dollars and 00/100 (\$19,000,000.00) for the purpose of accomplishing capital
4 improvements at each of the school district's buildings in order to eliminate or substantially reduce the
5 deferred maintenance of such buildings in order to preserve their value for future educational use
6 (the"Project");
7 WHEREAS, pursuant to such voter authorization, the City issued \$6,000,000 of its General Obligation Public
8 Improvement Bonds, Series 2018B; \$300,000 of its General Obligation Public Improvement Bonds, Series
9 2017C; and \$2,000,000 of its General Obligation Public Improvement Bonds, Series 2023A, leaving
10 \$10,700,000 of authorized but unissued debt;
11 WHEREAS, the City, at the request of the Burlington School District, intends to issue, on behalf of the
12 Burlington School District, and utilize the proceeds of tax-exempt bonds or other debt to pay the costs of such
13 Project;
14 WHEREAS, the City intends to utilize the proceeds of tax-exempt bonds or other debt to pay the costs of such
15 Project for school purposes, and may incur some capital costs prior to the issuance of bonds to finance the
16 capital improvements, it being understood and expected that the funds for such Project shall come from the
17 available funds of the Burlington School District and not the City's General Fund;
18 WHEREAS, while the school department is managed by a board of school commissioners who are separately
19 elected from the City Council, the City Council is responsible for the issuance of bonds for school purposes;
20 and
21 WHEREAS, the board of school commissioners is required under the City Charter to allocate sufficient funds
22 for the payment of the principal and interest due or coming due on City bonds issued for school purposes;
24 NOW THEREFORE, BE IT RESOLVED that it is the official intent of the City Council to reimburse some
25 capital expenditures made for capital improvements for the Project, particularly the Integrated Arts Academy,
26 in an amount not to exceed \$3,000,000 in the aggregate, with the proceeds of tax exempt bonds, in accordance

27 with the requirements of Section 1.150-2 of the Treasury Regulations adopted under the Internal Revenue
28 Code of 1986, as amended. The City reasonably expects on the date hereof that it will reimburse such
29 expenditures with the proceeds of tax exempt bonds.
30 BE IT FURTHER RESOLVED, that the City’s Chief Administrative Officer and the Superintendent of the
31 Burlington School District, in consultation with the Chief Administrative Officer, are each further authorized
32 to declare additional official notices of intent to reimburse capital expenditures made in furtherance of the
33 Project with the proceeds of tax exempt bonds.

Resolution Relating to

AUTHORIZATION FOR REIMBURSEMENT FROM
PUBLIC IMPROVEMENT BONDS FOR SCHOOL
DISTRICT CAPITAL IMPROVEMENTS FOR INTEGRATED
ARTS ACADEMY

RESOLUTION_____

Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, on March 7, 2017, voters of the City of Burlington approved a ballot question and authorized the City Council to issue general obligation bonds or notes in an aggregate principal amount not to exceed Nineteen Million Dollars and 00/100 (\$19,000,000.00) for the purpose of accomplishing capital improvements at each of the school district's buildings in order to eliminate or substantially reduce the deferred maintenance of such buildings in order to preserve their value for future educational use (the"Project"); and

WHEREAS, pursuant to such voter authorization, the City issued \$6,000,000 of its General Obligation Public Improvement Bonds, Series 2018B; \$3,000,000 of its General Obligation Public Improvement Bonds, Series 2017C; and \$2,000,000 of its General Obligation Public Improvement Bonds, Series 2023A, leaving \$10,700,000 of authorized but unissued debt; and

WHEREAS, the City, at the request of the Burlington School District, intends to issue, on behalf of the Burlington School District, and utilize the proceeds of tax-exempt bonds or other debt to pay the costs of such Project; and

WHEREAS, the City intends to utilize the proceeds of tax-exempt bonds or other debt to pay the costs of such Project for school purposes, and may incur some capital costs prior to the issuance of bonds to finance the capital improvements, it being understood and expected that the funds for such Project shall come from the available funds of the Burlington School District and not the City's General Fund; and

WHEREAS, while the school department is managed by a board of school commissioners who are separately elected from the City Council, the City Council is responsible for the issuance of bonds for school purposes; and

WHEREAS, the board of school commissioners is required under the City Charter to allocate sufficient funds for the payment of the principal and interest due or coming due on City bonds issued for school purposes;

NOW, THEREFORE, BE IT RESOLVED that it is the official intent of the City Council to reimburse some capital expenditures made for capital improvements for the Project, particularly the Integrated Arts

AUTHORIZATION FOR REIMBURSEMENT FROM PUBLIC
IMPROVEMENT BONDS FOR SCHOOL DISTRICT CAPITAL
IMPROVEMENTS FOR INTEGRATED ARTS ACADEMY

Academy, in an amount not to exceed \$3,000,000 in the aggregate, with the proceeds of tax exempt bonds, in accordance with the requirements of Section 1.150-2 of the Treasury Regulations adopted under the Internal Revenue Code of 1986, as amended. The City reasonably expects on the date hereof that it will reimburse such expenditures with the proceeds of tax exempt bonds; and

BE IT FURTHER RESOLVED that the City's Chief Administrative Officer and the Superintendent of the Burlington School District, in consultation with the Chief Administrative Officer, are each further authorized to declare additional official notices of intent to reimburse capital expenditures made in furtherance of the Project with the proceeds of tax exempt bonds.

DB/TM/Resolutions 2024/Authorization For Reimbursement From Public Improvement Bonds For School District Capital Improvements For Integrated Arts Academy
April 15, 2024



OFFICE OF THE CLERK/TREASURER City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401 T: (802) 865-7000

MEMORANDUM

To: Board of Finance and City Council

From: Darlene Bayko, Assistant Director of Finance

Re: Proposed Reimbursement Resolution for Integrated Art Academy

Date: April 15, 2024

Introduction: Proceeds of tax-exempt bonds, including tax-exempt leasing, are subject to Internal Revenue Code restrictions on arbitrage yield, arbitrage rebate requirements and other limitations. Generally speaking, when the proceeds of tax-exempt bonds are spent for the governmental purpose, they are no longer treated as proceeds of such bonds and therefore are no longer subject to these restrictions.

It is expected that the Burlington School District may spend money on a capital project before tax-exempt bonds are actually issued. In such case, the City may wish to subsequently reimburse such expenditures from the bond proceeds when the bonds are issued.

On March 7, 2017, voters of the City of Burlington approved a ballot question and authorized the City Council to issue general obligation bonds or notes in one or more series in an aggregate principal amount not to exceed Nineteen Million Dollars and 00/100 (\$19,000,000.00) for the purpose of completing capital improvements to the Burlington School District's buildings in order to eliminate or substantially reduce the deferred maintenance of such buildings in order to preserve their value for future educational use ("the Project"). From such authorized amount, the City previously issued \$8,300,000 of bonds pursuant to such authorization leaving \$10,700,000 of authorized but unissued debt.

The City, at the request of the School District, intends to utilize the proceeds of tax-exempt bonds or other debt to pay the costs of the Project. In advance of the issuance of such bonds or other debt to finance the Project, the City and the School District and may incur some capital costs.

Summary: The proposed reimbursement resolution provides for use of the School District's general fund money that may be allocated to capital expenditures prior to issuance of the bonds, particularly the Integrated Arts Academy. The adoption of the official intent allows the City to reimburse itself and the School District from the proceeds of tax-exempt bonds that may be issued in the future. The use of bond proceeds to reimburse a prior expenditure for capital project is governed by Treasury Regulation §1.150-2.

Discussion: Under the Internal Revenue Code and U.S. Treasury Regulations, an allocation of bond proceeds to reimburse the issuer of tax-exempt bonds for any expenditure made before the bond is actually issued is treated as an expenditure of bond proceeds if the following three requirements are met:

1. The nature of the expenditure must be a capital expenditure;
2. The issuer has to adopt an “official intent” in a timely manner; and
3. The reimbursement must occur during a specific period of time.

The expenditure to be reimbursed must be a capital expenditure and may include cost of issuing the bonds or other capital expenses. The official intent is considered timely if, not later than 60 days after payment of an expenditure, the issuer declares its official intent to reimburse itself with proceeds of the tax-exempt borrowing. It is important to note that this requirement is tied to the *payment* of an expenditure and not the incurrence of the expenditure, meaning the official intent will allow the City to reimburse itself for any qualifying expenditures made at least 60 days prior to the date the official intent is adopted. The declaration of official intent must generally describe the project and must state the maximum principal amount of bonds expected to be issued for such project.

The bond proceeds must be allocated to reimburse an original expenditure within 18 months after the later of (i) the date the original expenditure is paid, or (ii) the date the project is placed in service, but in no event more than three years after the date the original expenditure is paid.

The requirement that the City adopt an official intent in order to reimburse itself and the School District for capital expenditures prior to the issuance of bonds does not apply to any preliminary expenditures, up to an amount not in excess of 20% of the aggregate issue price of the bonds. Preliminary expenditures include architectural, engineering, surveying, soil testing, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project (excluding land acquisition, site preparation, and similar costs incidental to construction commencement). Additionally, there is also a *de minimis* exception for costs of issuance of any bond or to an amount not in excess of the lesser of \$100,000 or 5% of the proceeds of the issue.

The resolution for reimbursement provides the City with the benefit of reimbursement with future tax-exempt bonds. The reimbursement resolution does not obligate the City or the School District to expend money on any particular project. The expenditure for a capital project would remain subject to normal budgeting and appropriation rules and policies.

Board of Finance and City Council Submission ChecklistDepartment: Clerk Treasurer Office Submitter: Darlene BaykoTitle/Subject: Reimbursement Resolution for Integrated Arts Academy

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	4/15/2024

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/9/2024	Click or tap here to enter text.
Mayor's Office informed and approved memo	N/A		Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/9/2024	Reviewed by Bond Counsel
CAO has reviewed budget, financing, and memo	Yes	4/9/2024	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Summary of BIDS
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

MEMORANDUM

To: Burlington City Council and Board of Finance
From: Tom Flanagan, Superintendent
CC: Nathan Lavery, BSD Executive Director of Finance and Operations
Date: April 15, 2024
Subject: City Council Capital Plan Update

PURPOSE

The purpose of this memo is to update the City Council on the status of Burlington School District's (BSD) various capital projects and associated bond funding.

BOND AUTHORIZATIONS

In 2017, Burlington voters approved a \$19 million infrastructure improvement bond. These bond proceeds were intended to help BSD fund an anticipated \$39 million of facilities investments needed over the ensuing 10 years, with the remaining \$20 million to be funded via 10 year's worth of BSD's standing \$2 million annual borrowing authorization. This plan explicitly excluded making major investments in the Burlington High School (BHS) and Technical Center (BTC) campus because, at the time, it was recognized that BHS and BTC would require a larger renovation. \$10.7 million of the \$19 million authorization remains unissued.

In 2022, Burlington voters approved a \$165 million bond to support construction of a new high school and technical center. While the total project is projected to cost roughly \$210 million, BSD is generating funds from other sources to limit the borrowing costs to taxpayers. BSD entered into a Memorandum of Understanding with the City of Burlington during this period that committed BSD and the City to limiting future unplanned General Obligation borrowing. BSD is aggressively and continuously pursuing alternatives to the use of debt to finance the construction project.

CURRENT CAPITAL PROJECTS

BHS/BTC - We are on schedule to have the building open for the start of the 2026 school year. The \$165 million bond is the single largest source of project funds, however, there are numerous other sources, including \$16 million appropriated by the State of Vermont in response to the presence of PCBs, a \$1 million federal stormwater grant, \$5 million of District operating surplus funds, and \$20 million of the capital plan funds mentioned above. \$130 million of the \$165 million bonding authorization has been issued. Further borrowing will occur over the next two fiscal years.

Integrated Arts Academy - IAA will be closed next year to allow for major renovations. This renovation will happen in two phases over the next 16 months. We are estimating the total project cost to be about \$17.5 million. We had originally planned a smaller renovation project, focused primarily on using \$10m in federal recovery funds to make HVAC upgrades. However, we know the level of investment needed at IAA is substantial and will only continue to grow if we do not take bold action now. In addition, because we already have alternate locations identified for schooling next year, it makes the most sense, and is most cost-effective, to do as much work as we can next year. Therefore we have decided to use what is essentially the remainder of our Capital Plan funding for this project. We are comfortable with this because all of our other schools have benefitted from renovations of some kind in the past decade, and IAA has the most need now.

Alternative High School Program Consolidation at Rock Point - BSD currently operates two alternative high school programs, Horizons and OnTop, which have been located at St. Marks in the New North End and at Rock Point,

respectively. We have entered into a long-term lease agreement at Rock Point and are currently completing major renovations which will allow both programs to be under one roof. Funding for this work will come from our annual budget, with renovations being paid for through a rental agreement. The City of Burlington is responsible for building a bridge (over the bike path) along the road to the facility. The City will be building this bridge this summer. It is critical for the safety and operation of our school that the bridge project remains on schedule.

Aviation Education Center at Burlington International Airport - We currently host a few programs for Burlington Technical Center in a hangar at Burlington International Airport. This includes the only aviation program in the State. In 2022, Senator Leahy secured BSD a \$10 million congressional award to construct an Aviation Education Center at Burlington International Airport. We recently secured a 40-year rental agreement with Burlington Airport to create this education center. The majority of the upgrades to the facility will be paid for through a structured lease agreement which gives us credit for the investments we make.

CITY SUPPORT

Pursuant to the aforementioned Memorandum of Understanding, the City of Burlington agreed to “waive or cap the payment of all permit and impact fees to the degree allowable by statute, ordinance or other regulation.” To date, BSD has had to pay a significant amount of fees to the City of Burlington. We have asked Mayor Mulvaney-Stanak to revisit these decisions, and, in the spirit of the MOU, reimburse the District for these fees.

BHS Fees

- Zoning Permit Application & Development Review Fees \$165,610
- ROW Encumbrance Permit fees \$3,761
- City Impact Fees (Fees due before issuance of an occupancy permit) \$1,332
- In addition to the permit/development review fees noted above, the City’s Senior Building Official required BSD to retain a 3rd-party code review firm to assist, and supposedly expedite, his review of the building permit application package. The cost to hire a code review firm was \$43,700. While this is not technically a fee paid to the City, it is a substantial cost that was mandated by the City’s Permitting and Inspections Department.

Rock Point Fees

- Zoning Permit Application Fee \$7,855
- Development Review Fee \$15,750

IAA Fees

- Zoning Permit Application Fee \$11,155
- Development Review Fee \$22,500

Resolution Relating to

****revised version****

AUTHORIZATION FOR REIMBURSEMENT FROM
PUBLIC IMPROVEMENT BONDS FOR SCHOOL
DISTRICT CAPITAL IMPROVEMENTS FOR
INTEGRATED ARTS ACADEMY

RESOLUTION 9.4.

Sponsor(s): Bd. of Finance
Introduced: 04/15/24
Referred to: _____
Action: adopted
Date: 04/15/24
Signed by Mayor: 04/19/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, on March 7, 2017, voters of the City of Burlington approved a ballot question and
2 authorized the City Council to issue general obligation bonds or notes in an aggregate principal amount not to
3 exceed Nineteen Million Dollars and 00/100 (\$19,000,000.00) for the purpose of accomplishing capital
4 improvements at each of the school district's buildings in order to eliminate or substantially reduce the
5 deferred maintenance of such buildings in order to preserve their value for future educational use
6 (the"Project"); and

7 WHEREAS, pursuant to such voter authorization, the City issued \$6,000,000 of its General Obligation
8 Public Improvement Bonds, Series 2018B; \$300,000 of its General Obligation Public Improvement Bonds,
9 Series 2017C; and \$2,000,000 of its General Obligation Public Improvement Bonds, Series 2023A, leaving
10 \$10,700,000 of authorized but unissued debt; and

11 WHEREAS, the City, at the request of the Burlington School District, intends to issue, on behalf of the
12 Burlington School District, and utilize the proceeds of tax-exempt bonds or other debt to pay the costs of such
13 Project; and

14 WHEREAS, the City intends to utilize the proceeds of tax-exempt bonds or other debt to pay the costs
15 of such Project for school purposes, and may incur some capital costs prior to the issuance of bonds to finance
16 the capital improvements, it being understood and expected that the funds for such Project shall come from the
17 available funds of the Burlington School District and not the City's General Fund; and

18 WHEREAS, while the school department is managed by a board of school commissioners who are
19 separately elected from the City Council, the City Council is responsible for the issuance of bonds for school
20 purposes; and

21 WHEREAS, the board of school commissioners is required under the City Charter to allocate
22 sufficient funds for the payment of the principal and interest due or coming due on City bonds issued for
23 school purposes;

24 NOW THEREFORE, BE IT RESOLVED that it is the official intent of the City Council to reimburse
25 some capital expenditures made for capital improvements for the Project, particularly the Integrated Arts

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20

..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

AUTHORIZATION FOR REIMBURSEMENT FROM PUBLIC
IMPROVEMENT BONDS FOR SCHOOL DISTRICT CAPITAL
IMPROVEMENTS FOR INTEGRATED ARTS ACADEMY

26 Academy, in an amount not to exceed \$3,000,000 in the aggregate, with the proceeds of tax exempt bonds, in
27 accordance with the requirements of Section 1.150-2 of the Treasury Regulations adopted under the Internal
28 Revenue Code of 1986, as amended. The City reasonably expects on the date hereof that it will reimburse
29 such expenditures with the proceeds of tax exempt bonds; and

30 BE IT FURTHER RESOLVED that the City's Chief Administrative Officer and the Superintendent of
31 the Burlington School District, in consultation with the Chief Administrative Officer, are each further
32 authorized to declare additional official notices of intent to reimburse capital expenditures made in furtherance
33 of the Project with the proceeds of tax exempt bonds.

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TM/Resolutions 2024/Authorization for Reimbursement From Public Improvement Bonds for School District Capital Improvements for Integrated
Arts Academy
April 15, 2024

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

Darlene Bayko, C/T
Nathan Lavery, BSD

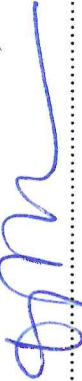
ORIGINAL

RESOLUTION RELATING TO

Authorization..For..Reimbursement..From..Public Improvement Bonds For School District
Capital..Improvements..For..Integrated..Arts Academy

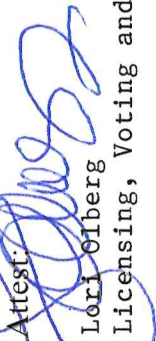
Adopted by the City Council

April 15....., 20 24.....

 Clerk

Approved April 19....., 20 24.....

 Mayor

Attest:

Lori Olberg
Licensing, Voting and Records Coordinator

Vol. Page

* * * * *



Burlington Fire Department

136 South Winooski Avenue
Burlington, Vermont 05401-8378

(802) 864-4554 • (802) 658-2700 (TTY)

Business Fax (802) 864-5945 • Central Station Fax (802) 865-5387



To: Board of Finance; City Council

From: Michael LaChance, Fire Chief

Date: BoF: April 09, 2024; City Council: April 15, 2024

Re: Burlington Fire Department Community Response Team (CRT)

The fire department requests support from the Board of Finance and City Council to continue the Community Response Team (CRT) service past the six-month pilot end date of 04/14/2024. Current approved funding utilizing the Opioid Settlement Fund has a cap of \$182,598.00. Based on cost averaging, this current funding should allow the service to be funded through 06/16/2024.

As of March 24, the CRT has:

- Connected with individuals 1322 times.
- Distributed 2296 wound care items.
- Distributed 79 items for comfort care (Kleenex/hand warmers)
- Distributed 165 Narcan Leave Behind (NLB) kits
- Made 25 direct referrals to bridge service providers
- Received 13 direct phone call requests for services
- Dispatched as the primary response unit on 199 incidents
- Staffed for an average of 56 hours per week, relying on BFD members to work an extra 112 hours of voluntary OT per week.

We have seen a significant and consistent impact on our overdose numbers. It is difficult to quantify how much of this change is directly due to the CRT, as numerous efforts are underway that affect this number.

	2022	2023	% change 22/23	2024	% change 23-24
January	19	40	111%	25	-38%
February	20	29	45%	25	-14%
March	20	28	40%		
April	26	43	65%		
May	26	38	46%		
June	38	56	47%		
July	38	39	3%		
August	39	57	46%		
September	24	67	179%		
October	33	25	-24%		
November	31	24	-23%		
December	44	24	-45%		
		Implementation of CRT			

The City has seen a positive impact on fire crews. I've received feedback like the following:

“The CRT allowed me to interact with people when they are NOT in crisis and has provided a fresh perspective.”

The morale of the on-duty crews has improved. The CRT is handling many low-severity calls or preventing them from being received in the first place. Anecdotal evidence shows that compassion fatigue rates are reduced, allowing for greater job satisfaction and improved retention rates.

Including upfit costs, as of 03/24/24, the City has spent \$119,199.61 of the \$182,598.00 budget. With average weekly costs of \$4,426.34, available funding should last through June 16, 2023.

Board of Finance Motion:

Move to approve and recommend that the City Council authorize the Chief Administrative Officer to make any and all necessary budget amendments to allocate the use of the assigned Opioid Money Fund to support operating costs of the Fire Department Community Response Team until funds are exhausted with a budget not to exceed the original approval of \$182,598.00; and, to further authorize the extension of the CRT pilot program through the end of City Fiscal Year '24 or the end of available funding.

City Council Motion:

Move to approve and authorize the Chief Administrative Officer to make any and all necessary budget amendments to allocate the use of the assigned Opioid Money Fund to support operating costs of the Fire Department Community Response Team until funds are exhausted with a budget not to exceed the original approval of \$182,598.00; and, to further authorize the extension of the CRT pilot program through the end of City Fiscal Year '24 or the end of available funding.

Board of Finance and City Council Submission ChecklistDepartment: Fire Submitter: M. LaChanceTitle/Subject: Community Response Team

	Approval:	Meeting Date:
☐	Board of Finance	4/9/2024
☐	City Council	4/15/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/1/2024	LaChance
Mayor's Office informed and approved memo	Yes	4/1/2024	Schad
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/1/2024	McClenahan
CAO has reviewed budget, financing, and memo	Yes	4/1/2024	Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	4/1/2024	Durfee
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



Office of Mayor Emma Mulvaney-Stanak

MEMORANDUM

To: City Council
From: Mayor Emma Mulvaney-Stanak
CC:

Date: April 15, 2024
Re: Mayor's Update to City Council

I want to thank the City staff, Councilors, and the public for the warm reception at Organization Day on April 1. Contois was filled with hope, optimism, and a positive energy that we need here in Burlington. I also want to thank the many people who have supported my transition.

General Updates from the Mayor

I am excited to announce the following staff who joined my office on April 2.

Erin Jacobson, Chief of Staff. Erin most recently served as an Assistant Attorney General in the Vermont Attorney General's Office.

Joe Magee, Deputy Chief of Staff. Joe is a former Burlington city councilor and communications and event production consultant.

Emma Allen, Administrative and Scheduling Coordinator. Emma graciously agreed to continue in the role that she held in Mayor Weinberger's office, and she has been a great help through the transition.

Daryn Forgeron, Transition Director. Daryn is my former campaign manager and transition director. She will stay on in a temporary, part-time capacity to assist us with transition work through May.

Erin and Joe will each hold a portfolio of City Departments, to help create clearer communication and support systems for department heads. They will serve as the Mayor's Office liaisons for department heads, city councilors, and other stakeholders. I will continue to work closely with department heads as a team and one-on-one within this system.

Erin's Departments: Clerk/Treasurers' Office, Assessor, Police, Fire, Airport, Library, Burlington City Arts, City Attorney, REIB, Burlington Electric Department, Human Resources, IT.

Joe's Departments: Public Works, CEDO, Business Workforce and Development, Parks, Permitting and Inspections, and Planning.

City Highlights

We welcomed thousands of people to Burlington for the Obscura event and eclipse. Thank you to all of the city staff – led by Burlington City Arts – for their leadership, work, and coordination for a successful event with zero known incidents.

I have met with 15 of 18 City Department Heads as of today and am building relationships with each leader. This will help inform my appointment decisions in the coming weeks. I also appreciate their proactive work in January 2024 to create recommendations for the incoming mayor, which I am already using to make our systems more efficient and effective.

I have also met with all 4 City unions to build our relationship and hear their priorities.

Community Engagement

Here are highlights of my interactions with community organizations in my first two weeks:

- Vermont Racial Justice Alliance and Richard Kemp Center
- Arts So Wonderful
- Iftar celebration with the Islamic Society of Vermont
- Eid celebration with Afghan Alliance of Vermont
- Pancake Breakfast at Sustainability Academy
- Day of Silence at Edmunds Middle School
- Welcomed the Tibetan Association of VT, alongside national leaders from Tibet
- Mayor Office's Community Clean Up, supported by our Parks Department

Legislative Updates

I offered testimony in support of H.72, a bill to create overdose prevention center pilots. I proposed small amendments, to clarify staffing requirements, that reflected the needs of the Burlington Fire Department.

I met with the majority of Burlington's state representatives, along with many City Councilors and the City's lobbyist, to build our working relationship and identify priorities. I will meet with the state senators later this month. I plan to reconvene these groups to debrief the legislative session and then begin a new process for how we develop future legislative agendas as a team.

I have met several times with the Agency of Human Services on the emergency housing program and its impacts; we will continue to meet as changes in the program evolve.