

Plant Operator I - Wastewater

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This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

(revised 9/12/05, sent to union 9/13/05, final 9/23/05, re - sent to Union 03/16/06

final: March 2006). Revised 8/11/2014; Revised Aug 2016; Revised Sept 2016. Revised June 2024.

City of Burlington Job Description

Position Title: Plant Operator II- Wastewater

Department: Department of Public Works

Reports to: Chief Plant Operator (Wastewater Treatment Manager)

Pay Grade: 18

Job Code: 418

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: This position is responsible for advanced wastewater plant operations, in compliance with State and Federal permitting requirements with required proficiencies and licensure for operations at the City's most complex wastewater plant (Main Plant).

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Perform process control testing involved with; including but not limited to: pretreatment, primary clarification, activated sludge aeration, final settling, return and waste activated sludge control, chemical precipitation, chlorine disinfections and anaerobic digestion.
- Operate sludge thickening and dewatering systems by controlling quantity and quality of solids processing through the use of lab testing, flow measuring devices, control instrumentation and chemical dosage.
- Ensures the proper operations and maintenance of the dynamic and complex wet weather/ Combined Sewer Overflow treatment process including ensuring the proper operation of the treatment process under adverse weather conditions, proper pump operation, disinfection, and solids removal.
- Record data and interpret results of testing; prepare recommendations for Chief Operator's review and execution of process changes.
- Sample wastewater and solids processing streams and perform laboratory analysis.
- Operate and maintain laboratory testing equipment.
- Accurately perform all lab testing procedures handled within the in-house laboratory, including but not limited to the following tests, E.coli, Total Phosphorus, TSS, and Ammonia.
- Monitor and record meter data from wastewater flows, methane gas, chlorine feed, return and waste activated sludge, and other meters as required.
- Operate sludge tanker truck as applicable (North and East Plants).
- Operate and perform preventative and corrective maintenance on all plant equipment
- When assigned to the North and East Plant work group, performs operation and

maintenance on 25 pump stations, including, but not limited to pump rebuilding, motor maintenance, lubrication, use of inspection equipment and cleaning.

- Fill out proper reports, including, but not limited too; daily operating sheets, safety and training logs, and inspection logs.
- Perform building and grounds custodial duties.
- Assist Chief Operator in preparation of Federal and State regulatory agency permit monitoring reports.
- Assists with training as directed of other Wastewater Personnel (Operator in Training, Operator I and Mechanic I).
- May be required to participate in “On-Call Coverage” for all Wastewater Plants.

Non-Essential Job Functions:

- Perform other duties as required.

Qualifications/Basic Job Requirements:

- High School diploma or equivalent required.
- Two (2) year of water/wastewater treatment plant operating experience required. Equivalent education, training and experience which provides the requisite knowledge, skills and abilities for the position is required.
- Passing grade on Vermont state operator license of a grade three (3) required. Vermont state operator certification at a minimum grade for the facility where position is located is preferred. (Main = grade 5, North = grade 4, East = grade 3).
- Demonstrated proficiency in unaccompanied Wet Weather operations.
- Demonstrated proficiency in dewatering activities.
- Demonstrated proficiency in process control for all Wastewater Plants (Main, North and East) within 1 year.
- Grade 1 Laboratory Analyst Certification from NEWEA is preferred, must be obtained within 1 year.
- Completion of the Wet Weather Operations Training from NEIWPC is preferred, must be completed within 1 year.
- Completion of 10 hour OSHA certification preferred, must be completed within 6 months.
- Ability to obtain and maintain a valid Vermont State Driver’s License required.
- For positions located at North and East Wastewater Treatment Plants, a Commercial Driver’s License Class B with tanker endorsement at the time of application is preferred. Ability to obtain a Commercial Driver’s License Class B with tanker endorsement within 6 months from the date of hire is required.
- Must be a flexible team player that takes direction well, is safety conscious, and willing and able to learn to operate all equipment and perform all tasks as assigned.
- Ability to perform minor mechanical and electrical maintenance.
- Ability to comprehend and carry out written, oral, and diagrammatic instructions required.
- Ability to learn and maintain VOSHA safety rules and regulations as they pertain to the Department of Public Works.
- Ability to work with a diverse population with a strong commitment to equity and inclusion, among City staff and the general public.

- Ability to create and maintain an environment that appropriately embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Ability to work nights and weekends and be on-call required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (75 pounds chest high, 2-3/daily)
x	hearing/listening	x	carrying (75 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
	reading – complex	x	shift work
	math skills – basic	x	moving objects
x	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

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Created June 2024

City of Burlington Job Description

Position Title: Senior Plant Operator – Wastewater (Main Plant)

Department: Department of Public Works

Reports to: Wastewater ~~Facilities-Treatment~~ Manager

Pay Grade: 198

Job Code: 406

Exempt/Non-Exempt: Non-Exempt

Union: Union

General Purpose:

Under the direction of the Wastewater Treatment Manager, this position is responsible for providing on-site leadership, direction and technical expertise to Wastewater Plant Operators engaged in the operation and maintenance of the operation of Main Wastewater Treatment Plant, including the wet weather treatment system and Burlington's sludge-biosolids processing facility. Additionally this position supports the Wastewater Treatment Manager the oversight of Plant Operators, in staff oversight, assignment of preventative maintenance work, process control and as well as compliance reporting.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.).

- Under the direction of the Wastewater Treatment Manager, prepare, coordinate and lead work group in daily work assignments and projects related to the operation and maintenance of the Main Wastewater Treatment Plant and associated systems. Including, but not limited to:
 - o Dewatering process tanks for preventative and corrective action
 - o Schedule and direct the work of the Plant Operators in the operation and preventative maintenance of all treatment plant processes and equipment during both dry and wet weather events to ensure compliance with State permitting requirements.
 - Consistent with facility procedures, ensures the proper operations and maintenance of the wet weather/ Combined Sewer Overflow treatment process by Plant Operators including ensuring the proper operation of the treatment process under extreme weather conditions, proper pump operation, disinfection, and solids removal.
 - o Directs the work of the Wastewater Operations staff in performing preventative maintenance of buildings and grounds.
 - o Maintain and monitor monthly preventative maintenance work schedule and completion for all assets through the computerized maintenance program

- Assist the Wastewater Treatment Manager to coordinate staffing coverage of main plant prior to rain when Wet Weather operation is imminent.
- Assist the Wastewater Treatment Manager in analyzing plant performance, recommending and implementing process control techniques or other improvements as necessary to ensure maximum operational efficiency (energy consumption, biosolids management, staff resources etc.) and optimized plant effluent quality.
- Maintains control over progress and quality of work in accordance with departmental goals, policies, procedures and standards for proper operation of the plant and plant laboratory.
- Provide safety related information, training and procedures for staff and visitors.
- Assist with the analysis of wastewater as required by federal and state agencies and ensure conformance with the NPDES discharge permit and effective plant operation as designed.
- ~~Assists Wastewater Facilities Manager in~~ Assists the Wastewater Treatment Manager in training staff in the areas of wastewater treatment, analysis for discharge permit parameters, process control analysis, corrective and preventative maintenance and in the supervision and evaluation of staff in these areas.
- ~~Comply with State reporting requirements regarding SSO and CSO events.~~
- Complete monthly WR43 Plant Monthly Operations Report for review by Wastewater Treatment Manager for submission to the State of Vermont.
- Complete residuals summary report for review by Chief Operator the Wastewater Treatment Manager for submission to the State of Vermont.
- ~~Directs operations and maintenance of the wet weather/ Combined Sewer Overflow treatment process including ensuring the proper operation of the treatment process under adverse weather conditions, including, proper pump operation, disinfection, and solids removal.~~
- Requests support from and provides process related information to the Senior Wastewater Mechanic in the case of corrective mechanical issues. In collaboration with the Senior Wastewater Mechanic, provide information and requests pertaining to corrective mechanical issues.
- In collaboration with the Wastewater Treatment Manager, the Senior Plant Operator of North and East Plants and the Senior Collection System Operator, prepares weekly sludge dewatering schedule and coordinates sludge dewatering at Main Plant from East Plant, North Plant and other municipalities, several out of town customers.
- May be required to provide “on-call coverage” for the Main Wastewater Treatment Plant.
- May be required to fulfill Senior Operator duties at North and East Plant as staffing requires.
- Perform special projects and related work as required.
- Fulfills job functions of wastewater ~~P~~lant ~~O~~perator II as required

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

Education, Certifications and Experience:

- High School Degree Required.

Experience Requirement Summary Table

Degree	<u>With following number of years experience in working in wastewater/water treatment*a-WW plant</u>
Bachelor of Science in Engineering, Chemistry, Biology or related field	Two (2) years
Associates degree in Engineering, Chemistry, Biology or related field	Three (3) years
High School Degree or equivalent	Four (4) years

*Wastewater treatment preferred

- Must be able to meet Wastewater Operator II requirements or have 1 year of supervisory experience required and be able to meet Wastewater Operator II requirements within 18 months.
- Grade 4 or higher Vermont Wastewater ~~Certificate~~ License (or equivalent certification from another State) required. Grade 5 Vermont Wastewater License (or equivalent certification from another State) preferred. Grade 5 must be obtained in 1 year.;
- Grade 1 Laboratory Analyst Certification from NEWEA is preferred, must be obtained within 1 year.
- Completion of the Wet Weather Operations Training from NEIWPC is preferred, must be completed within 1 year.
- Completion of OSHA 10 (online) required within 6 months. Completion of OSHA 30 (in person) within 2 years required.
- Ability to obtain and maintain a valid Vermont driver's license.

Necessary Knowledge, Skills and Abilities:

- Demonstrated knowledge of municipal wastewater collection, pumping, and treatment, and sludge production and distribution systems.
- Demonstrated proficiency in process control for all Wastewater Plants (Main, North and East) within 1 year.
- Ability to understand logic associated with programmable logic controllers.
- Knowledge of and ability to navigate Supervisory Control and Data Acquisition (SCADA).
- Ability to read, interpret, comprehend and follow technical manuals, blueprints, diagrammatic drawings and written or oral instructions required.
- Ability to understand relevant physical, chemical, electrical, and microbiological principles required.
- Demonstrated knowledge of industry methods, materials, and tools.
- Demonstrated knowledge of and technical skill to perform preventative, predictive and corrective maintenance on electromechanical pumps, motors, hydraulic and pneumatic systems and instrumentation.

- Ability to select and assign staff to tasks, inspect the work of staff, and to train motivate and coach staff.
- Ability to work independently.
- Ability to plan and execute a schedule for short term projects.
- Ability to maintain accurate maintenance records systems.
- Ability to adhere to City and department policies and standard operating procedures and state and federal regulations.
- Ability to learn and maintain VOSHA safety rules and regulations as they pertain to the Department of Public Works.
- Ability to establish and maintain effective working relationships with staff, City officials and citizens.
- Ability to work in confined spaces.
- Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Ability to perform data collection processes and develop and generate the proper reports.
- Ability to work with computers in a Windows based environment required, including Outlook Email, Word and Excel programs and computerized maintenance management systems.
- Ability to enforce safety regulations and standards.
- Exposure to toxic chemicals, bacteria and noxious odors.
- Ability to work outdoors and in all weather conditions, and as required, on weekends and at night including on-call and standby rotations.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

<u>x</u>	<u>seeing</u>	<u>x</u>	<u>ability to move distances within warehouses and offices</u>
<u>x</u>	<u>color perception (red, green, amber)</u>	<u>x</u>	<u>lifting (75 pounds chest high, 2-3/daily)</u>
<u>x</u>	<u>hearing/listening</u>	<u>x</u>	<u>carrying (75 pounds)</u>
<u>x</u>	<u>clear speech</u>	<u>x</u>	<u>climbing</u>
<u>x</u>	<u>touching</u>	<u>x</u>	<u>driving</u>
<u>x</u>	<u>dexterity x hand x finger</u>	<u>x</u>	<u>ability to mount and dismount forklift</u>

<u>x</u>	<u>reading – basic</u>	<u>x</u>	<u>pushing/pulling</u>
	<u>reading – complex</u>	<u>x</u>	<u>shift work</u>
	<u>math skills – basic</u>	<u>x</u>	<u>moving objects</u>
<u>x</u>	<u>math skills – complex</u>	<u>x</u>	<u>pressurized equipment</u>
<u>x</u>	<u>writing – basic</u>	<u>x</u>	<u>extreme heat</u>
	<u>writing – complex</u>	<u>x</u>	<u>extreme cold</u>
<u>x</u>	<u>analysis/comprehension</u>	<u>x</u>	<u>high places</u>
<u>x</u>	<u>judgment/decision making</u>	<u>x</u>	<u>noise</u>
<u>x</u>	<u>clerical</u>	<u>x</u>	<u>fumes/odors</u>
<u>x</u>	<u>inside</u>	<u>x</u>	<u>dirt/dust</u>
<u>x</u>	<u>outside</u>	<u>x</u>	<u>hazardous materials</u>
<u>x</u>	<u>works alone</u>	<u>x</u>	<u>electrical equipment</u>
<u>x</u>	<u>works with others</u>	<u>x</u>	<u>mechanical equipment</u>
<u>x</u>	<u>face-to-face contact</u>		
<u>x</u>	<u>verbal contact w/others</u>		

Supervision:

Directly Supervises:

Indirectly Supervises: 4-6

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Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created June 2017. Revised June 2024.

City of Burlington Job Description

Position Title: Senior Plant Operator – Wastewater (North and East)

Department: Department of Public Works

Reports to: Wastewater Treatment Manager

Pay Grade: 19

Job Code:

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: Under the direction of the Wastewater Treatment Manager, this position is responsible for providing on-site leadership, direction and technical expertise to Wastewater Plant Operators engaged in the operation and maintenance of the North Wastewater Plant and East Wastewater Plant. Additionally, this position supports the Wastewater Treatment Manager in process control as well as compliance reporting.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The “Qualifications/Basic Job Requirements” and the “Physical and Mental/Reasoning Requirements and Work Environment” state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Under the direction of the Wastewater Treatment Manager, prepare, coordinate and lead work group in daily work assignments and projects related to the operation and maintenance of the North and East Wastewater Treatment Plants. Including, but not limited to:
 - Dewatering process tanks for preventative and corrective action.
 - Directing the work of the Plant Operators in the operation and preventative maintenance of all treatment plant processes and equipment to ensure compliance with State permitting requirements.
 - Directs the work of the Wastewater Operations staff in performing preventative maintenance of buildings and grounds.
 - Maintain monthly preventative maintenance work schedule for all assets through the computerized maintenance program.
 - Collaborates with the Senior Plant Operator of Main Plant and the Senior Collection System Operator on scheduling the hauling of sludge to Main Plant for dewatering.
- Assist the Wastewater Treatment Manager in analyzing performance of North and East Plants, recommending and implementing process control techniques or other improvements as necessary to ensure maximum operational efficiency (energy consumption, biosolids management, staff resources etc.) and optimized plant effluent quality.

- Maintain control over progress and quality of work in accordance with departmental goals, policies, procedures and standards for proper operation of the plant and plant laboratory.
- Provide safety related information, training and procedures for staff and visitors.
- Assist with the analysis of wastewater as required by federal and state agencies and ensure conformance with the NPDES discharge permit and effective plant operation as designed.
- Assist the Wastewater Treatment Manager in training staff in the areas of wastewater treatment, analysis for discharge permit parameters, process control analysis, corrective and preventative maintenance and in the supervision and evaluation of staff in these areas.
- Complete monthly WR43 Plant Monthly Operations Report for review by Wastewater Treatment Manager for submission to the State of Vermont.
- Complete residuals summary report for review by Wastewater Treatment Manager for submission to the State of Vermont.
- In collaboration with supervisor, schedule and coordinate river crossing inspections.
- In collaboration with the Main Plant Senior Operator, prepares weekly sludge dewatering schedule and coordinates sludge dewatering at Main Plant from East Plant, North Plant and several out of town customers.
- Requests support from and provides process related information to the Senior Wastewater Mechanic in the case of corrective mechanical issues.
- Perform special projects and related work as required.
- Fulfills job functions of wastewater Plant Operator II as required

Non-Essential Job Functions:

Performs other duties as required.

QUALIFICATIONS/BASIC JOB REQUIREMENTS:

- High School Degree Required.

Experience Requirement Summary Table

Degree	With following number of years experience in working in wastewater/water treatment*
Bachelor of Science in Engineering, Chemistry, Biology or related field	Two (2) years
Associates degree in Engineering, Chemistry, Biology or related field	Three (3) years
High School Degree or equivalent	Four (4) years

*Wastewater treatment preferred

- Must be able to meet Wastewater Operator II requirements or have 1 year of supervisory experience required and be able to meet Wastewater Operator II requirements within 18 months.
- Grade 4 or higher Vermont Wastewater License (or equivalent certification from another State) required. Grade 5 Vermont Wastewater License (or equivalent certification from

another State) preferred. Grade 5 must be obtained in 1 year.

- Grade 1 Laboratory Analyst Certification from NEWEA is preferred, must be obtained within 1 year from hire.
- Completion of Wet Weather Operations Training from NEIWPC is preferred, must be completed within 1 year.
- Completion of OSHA 10 hours (online) required within 6 months. Completion of OSHA 30 (in person) within 2 years.
- Ability to obtain and maintain a valid Vermont driver's license.
- Commercial Driver's License Class B with tanker endorsement at the time of application is preferred. Candidates without a CDL B with tanker endorsement at the time of application must obtain a CDL Class B permit within the probationary period (90 days) and must obtain a CDL Class B with tanker endorsement license within one (1) year.
- Demonstrated knowledge of municipal wastewater collection, pumping, and treatment, and sludge production and distribution systems.
- Demonstrated proficiency in process control for all Wastewater Plants (Main, North and East) within 1 year.
- Ability to understand logic associated with programmable logic controllers.
- Knowledge of and ability to navigate Supervisory Control and Data Acquisition (SCADA).
- Ability to read, interpret, comprehend and follow technical manuals, blueprints, diagrammatic drawings and written or oral instructions required.
- Ability to understand relevant physical, chemical, electrical, and microbiological principles required.
- Demonstrated knowledge of industry methods, materials, and tools.
- Demonstrated knowledge of and technical skill to perform preventative, predictive and corrective maintenance on electromechanical pumps, motors, hydraulic and pneumatic systems and instrumentation.
- Ability to select and assign staff to tasks, inspect the work of staff, and to train motivate and coach staff.
- Ability to work independently.
- Ability to plan and execute a schedule for short term projects.
- Ability to maintain accurate maintenance records systems.
- Ability to adhere to City and department policies and standard operating procedures and state and federal regulations.
- Ability to learn and maintain VOSHA safety rules and regulations as they pertain to the Department of Public Works.
- Ability to establish and maintain effective working relationships with staff, City officials and citizens.
- Ability to work in confined spaces.
- Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Ability to perform data collection processes and develop and generate the proper reports.

- Ability to work with computers in a Windows based environment required, including Outlook Email, Word and Excel programs and computerized maintenance management systems.
- Ability to enforce safety regulations and standards.
- Exposure to toxic chemicals, bacteria and noxious odors.
- Ability to work outdoors and in all weather conditions, and as required, on weekends and at night including on-call and standby rotations.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (75 pounds chest high, 2-3/daily)
x	hearing/listening	x	carrying (75 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
	reading – complex	x	shift work
	math skills – basic	x	moving objects
x	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: Indirectly Supervises: 4-5

Disclaimer:

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Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created June 2024

City of Burlington Job Description

Position Title: Senior Plant Mechanic - Wastewater

Department: Department of Public Works

Reports to: Wastewater Facilities Manager ([Director of Wastewater](#))

Pay Grade: 198

Job Code: 420

Exempt/Non-Exempt: Non- Exempt

Union: AFSCME

General Purpose: [Under the direction of the Director of Wastewater,](#) This position is responsible for performing preventative and corrective maintenance at any of the three wastewater treatment plants and pump stations. Also responsible for performing all general tasks involved in maintaining division operations and property. This position schedules [and oversees](#) the work of the Wastewater Mechanics.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The “Qualifications/Basic Job Requirements” and the “Physical and Mental/Reasoning Requirements and Work Environment” state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- [Assist Under the guidance of the Chief Operator Wastewater Treatment Manager and the Collection System Maintenance Manager, leads the maintenance program for of all aspects of the](#) ~~in maintaining~~ wastewater treatment plants [including](#), conventional activated sludge, ~~anaerobic digesters, and~~ chemical precipitation, biological nutrient removal, ~~and storm water wet-weather~~ treatment [systems and pump stations](#).
- [Directs and Oversees](#) the completion of daily activities of the Wastewater Mechanics.
- [Provides mechanical training and evaluation of other wastewater staff, including mechanics, plant operators and collection system operators.](#)
- [Monitors and provides updates for on-going mechanical and electrical issues to the Wastewater management and Senior Plant Operators](#)
- Maintain onsite ~~storm water wet-weather~~ treatment facility.
- Monitor and record data from wastewater equipment.
- Operate and perform light maintenance on snow blowers, lawn mowers and other similar equipment.
- Operate pumps, valves, gates, engines and other machinery and equipment while performing maintenance.
- Perform preventative and corrective maintenance on all plant equipment including pump rebuilding, motor maintenance, lubrication, use of inspection equipment, and cleaning equipment calibration and VFD's. Ensure capture and entry of data into applicable tracking systems such as computerized maintenance management systems (CMMS),

daily operating sheets, preventative maintenance logs, and inspection logs.

- Follow written safety compliance procedures including but not limited to Lockout/Tagout, ~~and~~ Permit Confined Spaces ~~and~~.
- ~~Compliance with~~ NFPA 73E.
- Observe, report and assist with maintenance or other correction of abnormal conditions within mechanical processes, including safe working conditions.
- Assists Wastewater management in the development and update of standard operating procedures for mechanical and electrical equipment.
- Schedule and organize with contractors when needed for outside support, trouble shooting repairs and installs.
- Maintain parts and supplies; order parts, stock and inventory.
- Provide technical expertise to consultants, engineers and contractors on large scale pump station upgrades, changes and new systems.
- Perform building and grounds custodial duties.
- Participate in formalized training courses for fulfillment of state, federal or job requirements.
- Response to emergencies on weekends/evenings expected. May be required to participate in on-call rotation.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High school diploma or equivalent required
- Experience requirement Summary Table

<u>Degree</u>	<u>With following number of years experience in working in a an industrial trade performing preventative and corrective maintenance (such as a WW plant or physical plant operations).</u>	
	<u>Required</u>	<u>Preferred</u>
<u>Bachelor of Science in Engineering</u>	<u>Two (2) years</u>	<u>Three (3) years</u>
<u>Associates degree in Engineering, or a two year electrical or mechanical program.</u>	<u>Three (3) years</u>	<u>Four (4) years</u>
<u>High School Degree or equivalent</u>	<u>Eight (8) years</u>	<u>Ten (10) years</u>

- ~~Completion of mechanical/electrical program at a two year technical college and 1 year experience in a wastewater plant performing preventative and corrective maintenance, or 3 years working in a wastewater plant performing preventative and corrective maintenance OR a combination of relevant education and experience required.~~
- Ability to pass the Grade 1 wastewater certification license exam within 1 year and Grade 4 license exam within 2 years from date of hire is required. ~~obtain a Grade 4 DM~~

~~Wastewater certification for the State of Vermont within 1 year from date of hire required.~~

- ~~Completion of OSHA 10 required within 6 months. Completion of OSHA 30 within 2 years required.~~
- Completion of Wet Weather Operations Training from NEIWPC is preferred, must be completed within 1 year.
- Demonstrated relevant understanding of wet weather operations and equipment at Main Plant within 1 year.
- Demonstrated relevant understanding of process control for all Wastewater Plants (Main, North and East) within 1 year.
- Previous experience with programmable logic controllers (PLCs) required.
- Experience with computerized maintenance management systems preferred.
- Ability to obtain Forklift Operator certification required.
- Demonstrated ability to perform physical aspects of position.
- Ability to lead small teams.
- Valid Vermont State Drivers license.
- Ability to maintain and evaluate simple records and to interpret complex blueprints and electrical diagrams
- Ability to maintain effective work relationships with other staff members
- Ability to perform electrical and mechanical maintenance.
- Ability to comprehend and carry out written, oral and diagrammatic instructions
- Ability to diagnose basic abnormalities in mechanical and electrical systems.
- Ability to perform ordinary arithmetic calculations involving decimals and fractions.
- Satisfactory completion of training courses in mechanical/electrical maintenance fields required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of job functions.
- Ability to work nights and weekends and be on-call may be required.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

<u>x</u>	<u>seeing</u>	<u>x</u>	<u>ability to move distances within warehouses and offices</u>
<u>x</u>	<u>color perception (red, green, amber)</u>	<u>x</u>	<u>lifting (75 pounds chest high, 2-3/daily)</u>
<u>x</u>	<u>hearing/listening</u>	<u>x</u>	<u>carrying (75 pounds)</u>

<u>x</u>	<u>clear speech</u>	<u>x</u>	<u>climbing</u>
<u>x</u>	<u>touching</u>	<u>x</u>	<u>driving</u>
<u>x</u>	<u>dexterity x hand x finger</u>	<u>x</u>	<u>ability to mount and dismount forklift</u>
<u>x</u>	<u>reading – basic</u>	<u>x</u>	<u>pushing/pulling</u>
	<u>reading – complex</u>	<u>x</u>	<u>shift work</u>
	<u>math skills – basic</u>	<u>x</u>	<u>moving objects</u>
<u>x</u>	<u>math skills – complex</u>	<u>x</u>	<u>pressurized equipment</u>
<u>x</u>	<u>writing – basic</u>	<u>x</u>	<u>extreme heat</u>
	<u>writing – complex</u>	<u>x</u>	<u>extreme cold</u>
<u>x</u>	<u>analysis/comprehension</u>	<u>x</u>	<u>high places</u>
<u>x</u>	<u>judgment/decision making</u>	<u>x</u>	<u>noise</u>
<u>x</u>	<u>clerical</u>	<u>x</u>	<u>fumes/odors</u>
<u>x</u>	<u>inside</u>	<u>x</u>	<u>dirt/dust</u>
<u>x</u>	<u>outside</u>	<u>x</u>	<u>hazardous materials</u>
<u>x</u>	<u>works alone</u>	<u>x</u>	<u>electrical equipment</u>
<u>x</u>	<u>works with others</u>	<u>x</u>	<u>mechanical equipment</u>
<u>x</u>	<u>face-to-face contact</u>		
<u>x</u>	<u>verbal contact w/others</u>		

Supervision:

Directly Supervises: _____

Indirectly Supervises: 24**Disclaimer:**

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

Created October 2015. Revised June 2024.

City of Burlington Job Description

Position Title: Collection System Maintenance Manager

Department: Department of Public Works

Reports to: Director of Wastewater (currently Wastewater Facilities Manager)

Pay Grade: 20

Job Code: 406

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose:

This position is responsible for capacity management operation and maintenance (CMOM) of all publically owned gravity collection system assets (sanitary, combined and stormwater mains, manholes and storm drains, stormwater tanks and treatment practices) and pump stations. This position is responsible for directing and evaluating the work of the Collection System team and ensuring regulatory compliance as it relates to the collection system and pump station assets, including capacity maintenance. With support from Wastewater leadership, Water Resources Engineering and Asset Management, and the Stormwater Program oversees capital planning and implementation of improvements to the collection system and pump station network.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The “Qualifications/Basic Job Requirements” and the “Physical and Mental/Reasoning Requirements and Work Environment” state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Plan, organize, communicate and direct the day-to-day and on-call operation of pump station and collection system assets. Schedule work activities, making all necessary arrangements for supplies, equipment, and staff resources. Including, but not limited to:
 - Provide schedules for inspection, and preventative and corrective action of pump stations, collection systems, stormwater management practices and combined sewer overflow structures.
 - In collaboration with the Senior Plant Mechanic and the Lead Pump Station Operator, schedule maintenance work, supply parts and materials for correction, preventative or new construction of pump station equipment; order and maintain inventory of adequate supply of parts.
 - Supervise the Collection System Operator team; evaluate staff performance and document personnel performance and growth; provide coaching, training and development of staff; recommend disciplinary action to the Director of Wastewater.
 - Ensure compliance with the preventative maintenance work schedule for all assets through the computerized maintenance program.
 - Ensures all aspects of the Collection System team job functions are conducted in full compliance with their respective job descriptions.

- In collaboration with Water Resources leadership and technical staff, develops, updates and implements the City's Capacity Management Operation and Maintenance (CMOM) Program including coordination and implementation of monthly, quarterly and annual work plans for operation and maintenance functions, services and activities of all Collection System assets (Pump Stations and gravity collection systems). Provides significant input to the Director of Wastewater on annual budget needs to support CMOM and Pump Station operations, maintenance and capital renewal.
- Under the guidance of the Director of Wastewater develops, documents, implements, and maintains policies and standard procedures for all aspects of the gravity and pump station based collection system assets.
- Prepare a variety of written and numerical records and reports for the Director of Wastewater, State, and Federal officials on such subjects as entire collection system status, staff scheduling, budget items, maintenance and operations activities and special projects; maintain recordkeeping system on operation and maintenance.
- In conjunction with the Water Resources Engineering and Asset Management team, the Senior Plant Mechanic, the Director of Wastewater, and input from the Collection System team leadership, develop and maintain a Pump Station and Collection System Capital Plan and ensure that items within the Wastewater and Stormwater Capital Plan are implemented as scheduled.
- In collaboration with Water Resources Engineering and Operations team, identifies, oversees and coordinates the implementation of repairs to the gravity collection system either through internal (DPW Street Maintenance Division) or externally contracted resources.
- Provide safety related information, training and procedures for staff.
- Train staff in the areas of pump station and collection system capacity management operation and maintenance (CMOM) including both preventative and corrective maintenance.
- Receive a variety of requests for information or assistance from the general public, other City departments, vendors, federal and state agencies and other treatment plants.
- Responsible for comply with State reporting requirements regarding Sanitary Sewer Overflows (SSO) and Combined Sewer Overflow (CSO) events and ensuring remediation of such events as necessary.
- Plan and schedule for vehicle maintenance as required.
- In coordination with the Wastewater Treatment Manager, or designee, ensures the proper scheduling of Collection System Team staff for sludge hauling, vactoring and general plant maintenance work (tank cleaning, painting, grounds maintenance) at the WWTPs.
- Ensures the coordination and scheduling of the Collection System team's work with other workgroups including within Water Resources and other DPW Workgroups such as Street and Equipment Maintenance including water plant maintenance, street sweeping, snow removal and office based review of collection system inspection data.
- Provides quality assurance and quality control for all condition assessment data generated by the team; reviews sewer videos and infrastructure photo data as necessary.
- Provides technical expertise to consultants, engineers and contractors on all projects related to the Collection System, including pump stations.
- In coordination with the Wastewater Treatment Manager, schedule qualified collection

system team members for support of Plant Operations as needed.

- Perform special projects and related work as required.
- Fulfills job functions of Collection System Operator in cases of emergency or staff resource shortage in compliance with the Collective Bargaining Agreement.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

Education, Certifications and Experience:

- High School Degree required. Associates degree in engineering preferred.
- Five (5) years of collection system experience required.
- Wastewater pump station experience preferred.
- Wet-weather collection system experience preferred.
- Asset management and capital improvement planning and implementation experience preferred.
- Three (3) years of supervisory or leadership experience in a construction, maintenance, industrial or relevant setting required.
- Ability to obtain and maintain a valid Vermont driver's license.
- Completion of the OSHA 10 or 30 is preferred.

Necessary Knowledge, Skills and Abilities:

- Demonstrated proficiency and knowledge of the practices and techniques relating to the routine maintenance of the wastewater and stormwater gravity collection system or pump stations required. Ability to demonstrate proficiency and knowledge of all aspects of routine maintenance (gravity and pumped systems) within 6 months.
- Ability to oversee the operation and routine maintenance of the sewer vacuor, tanker truck and pervious pavement vacuum required.
- Ability to pass Collection System Certification Grade 1 within 6 months. Ability to pass Collection System Grade 4 within 2 years.
- Completion of OSHA 10 required within 6 months required. Completion of OSHA 30 within 1 years required.
- Ability to obtain Pipeline Assessment Certification Program (PACP) Certification within 1 year required.
- Ability to understand logic associated with programmable logic controllers.
- Ability to comprehend and carry out written, oral, and diagrammatic instructions.
- Ability to understand relevant physical and electrical principles.
- Demonstrated knowledge of industry methods, materials, and tools.
- Ability to gain and demonstrate proficiency and knowledge of and technical skill to perform preventative, predictive and corrective maintenance on electromechanical pumps, motors, hydraulic and pneumatic systems and instrumentation within 2 years.
- Ability to learn City budgeting and procurement requirements, and make annual budget recommendations for collection and pumping systems to the Director of Wastewater.
- Ability to work independently.
- Planning and organizational skills including the ability to plan and execute a schedule for

short and long term projects.

- Ability to develop and maintain accurate maintenance records systems.
- Ability to develop and maintain policies and standard operating procedures.
- Ability to plan, organize, assign, supervise and inspect the work of subordinates.
- Ability to train, coach, evaluate and discipline staff.
- Ability to read, interpret, and follow technical manuals, blueprints, and diagrammatic drawings.
- Ability to formulate and follow written procedures and ensure conformance to City and department policies and procedures, state and federal regulations and contractual agreements.
- Ability to learn and maintain VOSHA safety rules and regulations as they pertain to the Department of Public Works.
- Ability to establish and maintain effective working relationships with staff, City officials and citizens.
- Ability to work in confined spaces.
- Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Ability to perform data collection processes and develop and generate the proper reports.
- Experience with computers in a Windows based environment required, including Outlook Email, Word and Excel programs and computerized maintenance management systems.
- Ability to enforce safety regulations and standards.
- Exposure to toxic chemicals, bacteria and noxious odors.
- Ability to work outdoors and in all weather conditions.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

- | | | |
|---|---|---|
| ☒ seeing | ☒ ability to move distances | ☒ lifting (specify) |
| ☒ color perception | within and between | 50-75 pounds |
| (red, green, amber) | warehouses/offices | ☒ carrying (specify) |
| ☒ hearing/listening | ☒ climbing | 50-75 pounds |
| ☒ clear speech | ☒ ability to mount and | ☒ driving (local/over |

Collection Systems Maintenance Manager

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- | | | |
|---|---|--|
| ☒ touching | dismount forklift/truck | the road) |
| ☒ dexterity | ☒ pushing/pulling | |
| ☒ hand | | |
| ☒ finger | | |
| ☐ reading - basic | ☐ math skills - basic | ☒ analysis/comprehension |
| ☒ reading – complex | ☒ math skills - complex | ☒ judgment/decision making |
| ☐ writing - basic | ☐ clerical | |
| ☒ writing - complex | | |
| ☒ shift work | ☒ outside | ☒ pressurized equipment |
| ☒ works alone | ☒ extreme heat | ☒ moving objects |
| ☒ works with others | ☒ extreme cold | ☒ high places |
| ☒ verbal contact w/others | ☒ noise | ☒ fumes/odors |
| ☒ face-to-face contact | ☒ mechanical equipment | ☒ hazardous materials |
| ☒ inside | ☒ electrical equipment | ☒ dirt/dust |

Supervision:

Directly Supervises: 5

Indirectly Supervises: 0-2

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created June 2024.

City of Burlington Job Description

Position Title: Senior Collection System Operator

Department: Department of Public Works - Wastewater

Reports to: Collection System Maintenance Manager

Pay Grade: 17

Job Code:

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose:

Under the direction of the Collection System Maintenance Manager, this position is responsible for leading the preventative and corrective maintenance of the wastewater, combined sewer and stormwater collection systems including sewer mains, manholes, catch basins and stormwater treatment systems and, in collaboration with the Lead Pump Station Operator, leading the operation and maintenance of pump stations. In addition, this position schedules the work of the Wastewater Collection System and Pump Station Operators.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The “Qualifications/Basic Job Requirements” and the “Physical and Mental/Reasoning Requirements and Work Environment” state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Performs all job functions of a Collection System Operator II.
- Schedules and oversees the completion of daily shift activities of the Collection System Operators for the operation and maintenance of the gravity collection system and, in collaboration with the Lead Pump Station Operator, the operation and maintenance of the pump stations.
- Leads the capture and entry of all work effort data into applicable tracking systems such as computerized maintenance management systems (CMMS), daily operating sheets, preventative maintenance logs, and inspection logs.
- Leads the proper preventive maintenance on the collection system including restoring pipe capacity by removing debris, sand, and grease from the sewer, combined and stormwater collection systems.
- Leads the preventative maintenance on stormwater management practices including but not limited to: pervious pavement systems, infiltration systems, sedimentation and storage tanks.
- Leads the corrective maintenance on the collection system including removing sewer main blockages that are impeding service.
- Coordinates the scheduling of the vectors for hydro-excavation needs as required by other Public Works teams.
- Leads the accurate record keeping of sewer and storm line, catch basins manhole and

stormwater treatment system cleanings and state of existing problems within the collection system infrastructure, including pump station, maintenance, inspection and monitoring.

- Leads the safe operation, inspection and maintenance of a variety of all collection system maintenance equipment (including but not limited to: high velocity cleaner and vacuum truck, sewage tanker truck, closed circuit television monitoring equipment, stormwater pervious paver vacuum).
- Leads participation in all required safety training and maintain required current certification and carry out duties in a safe manner.
- Coordinates the remediation of sewer spills to the ground surface or to the stormwater collections system (in collaboration with the Stormwater Program staff).
- Collaborates with the Senior Operators of the Wastewater Treatment Plants (WWTPs) to schedule workgroup members for sludge hauling, vactoring and general plant maintenance work (tank cleaning, painting, grounds maintenance) at the WWTPs.
- Reviews and provides initial after action follow up and documentation review on reactive maintenance such as service calls.
- Interacts and communicates with members of the general public.
- Brief Collection System Operators, Pump Station Operators and Plant Operators on any problems or special situations which affect operation of plant or pump stations.
- Coordinates and schedules work with other workgroups including within Water Resources and other DPW Workgroups such as Street and Equipment Maintenance including water and wastewater plant maintenance, street sweeping, snow removal and office based review of collection system inspection data.
- Schedule and organize with contractors when needed for outside support, trouble shooting, repairs and installs.
- Maintain parts and supplies; order parts, stock and inventory.
- Schedules and oversee the inspection and maintenance of the combined sewer diversion manholes and CSO overflow manholes in collection system including flow monitoring alarm systems.
- Provide input to consultants, engineers and contractors on all projects related to the Collection System, including pump stations.
- Follow written safety compliance procedures including but not limited to: Lockout/Tagout and Permit Confined Spaces.
- Oversee work performed by contractors on the mechanical or electrical systems.
- Attend training programs to keep skills and knowledge current with improvements and changes in collection system and pump station equipment.
- May be required to work unusual shifts as needed.
- May perform minor carpentry, plumbing, cement work and electrical work as needed for collections systems needs.
- May be required to work under adverse conditions.
- Performs snow removal as required for the DPW-Street Maintenance Division.
- On-Call Coverage as required.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High school diploma or equivalent required.
- Commercial Driver's License Class B required at time of application. Tanker endorsement required within 90 days.
- Minimum of 3 years of experience with gravity collection system maintenance with minimum of 1 year of experience with pump station maintenance required.
- Demonstrated proficiency and knowledge of the operation and routine maintenance of the sewer vacuator, tanker truck and pervious pavement vacuum required.
- Demonstrated proficiency and knowledge of the practices and techniques relating to the routine maintenance of the wastewater and stormwater gravity collection system required.
- Demonstrated proficiency and knowledge of the basic operation and routine maintenance of sewer pump stations required. Ability to demonstrate intermediate proficiency and knowledge within 6 months.
- Obtain Collection System Certification Grade 1 within 1 year. Ability to pass higher grade Collection Systems Certification up to grade 4 preferred.
- Completion of OSHA 10 required within 6 months. Completion of OSHA 30 within 2 years required.
- Ability to obtain Pipeline Assessment Certification Program (PACP) Certification within 18 months.
- Experience with computerized maintenance management systems preferred.
- Ability to lead small teams.
- Ability to maintain and evaluate simple records and interpret blueprints and electrical diagrams.
- Ability to comprehend and carry out written, oral and diagrammatic instructions.
- Ability to obtain and maintain a valid VT driver's license required.
- Ability to operate varied equipment such as test equipment, computers, welders, torches, drill press and grinders, etc, required.
- Respond to emergencies on weekends/evenings required.
- Demonstrated ability to perform physical aspects of position including ability to climb ladders in and out of manholes, wet/dry pump stations and trench excavations.
- Ability to select and assign staff to tasks, inspect the work of staff, and to train motivate and coach staff.
- Ability to maintain effective work relationships with other staff members
- Ability to comprehend and carry out written, oral and diagrammatic instructions
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Ability to work with computers in a Windows based environment required, including Outlook, Word and Excel programs and computerized maintenance management systems.
- Ability to enforce safety regulations and standards, including confined space entry, lock

out/tag out and traffic control plans.

- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to work weekdays as regular schedule with overtime as needed.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (60 pounds chest high, 2-3/daily)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
	reading – complex	x	shift work
x	math skills – basic	x	moving objects
	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: __0__

Indirectly Supervises: __3-5__

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Senior Collections System Operator
Page 5 of 5

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created June 2024.

City of Burlington Job Description

Position Title: Collection System Operator I

Department: Department of Public Works - Wastewater

Reports to: Collection System Manager

Pay Grade: 15

Job Code: TBD

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: Under general supervision of the Collection System Maintenance Manager, performs basic operations and maintenance of the City's pump stations and combined, sewer and stormwater collection systems including sewer mains, manholes and catch basins and stormwater treatment systems.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Completes daily work schedule as directed by Senior Collection System Operator including preparation of required equipment including but not limited to hoses, pipes, tools, materials and traffic control supplies necessary to safely complete the tasks according to schedule.
- Performs preventive maintenance on the collection system including restoring pipe capacity by removing debris, sand, and grease from the sewer, combined and stormwater systems, manholes and catch basins.
- Performs preventative maintenance on stormwater treatment practices including but not limited to: pervious pavement systems, infiltration systems, sedimentation and storage tanks.
- Performs corrective maintenance on the collection system including removing sewer main blockages that are impeding service.
- As required by other Public Works teams, performs hydro-excavation.
- Safely operates sewer cleaning and hauling equipment such as but not limited to: high velocity cleaner and vacuum truck and sewage tanker.
- Assists with collection system pipe inspections using roving camera, pole camera and push camera.
- Keeps records of sewer and storm line, catch basins and manhole cleanings and condition assessments using Computerized Maintenance Management System (CMMS) and communicates problems within the collection system infrastructure to the Senior Collection Systems Operator and Collection Systems Maintenance Manager.
- Assists with daily inspections of sewer pump stations and performs routine preventative maintenance and repairs to wastewater pump stations and equipment.

- **Assists** with minor carpentry, plumbing, cement work and electrical work as needed for collections system needs.
- Maintains a variety of all collection system maintenance equipment in good working order, including cleaning, greasing and regular inspections of equipment.
- Assists with general plant maintenance work, such as sweeping, cleaning, sanding, painting, and grounds maintenance as secondary duty.
- Participate in all required safety training and maintain required current certification and carry out duties in a safe manner.
- Performs reactive maintenance such as service calls related to blockages in the sewer mains and pump station blockages.
- As directed, posts public notices of combined sewer or sewer discharges at recreational water access points.
- Assists in remediation of sewer spills to the ground surface or to the stormwater collections system.
- Inspects and performs maintenance on the combined sewer diversion manholes and CSO manholes in the collection system including flow monitoring and alarm systems.
- Interacts and communicates with members of the general public.
- Responds to emergency or after hour calls as needed.
- Will be required to be on call and able to participate in standby rotations when necessary as assigned including nights, weekends and holidays.
- Performs snow removal as required for the DPW-Street Maintenance Division.
- May be required to work unusual shifts as needed.
- May be required to work under adverse conditions.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High School Diploma or equivalent required.
- One (1) year of experience in an outdoors maintenance setting required. One (1) year of experience with gravity collection system maintenance or pump station maintenance preferred.
- Commercial Driver's License Class B at the time of application is required. Must obtain a CDL Class B with tanker endorsement license within 90 days.
- Ability to gain and demonstrate proficiency and knowledge of the operation and routine maintenance of the sewer vector, tanker truck and pervious pavement vacuum within 6 months.
- Ability to gain and demonstrate proficiency and knowledge of the practices and techniques relating to the routine maintenance of the wastewater and stormwater gravity collection system within 6 months.
- Ability to gain and demonstrate proficiency in reading blueprints, use GIS maps and CMMS systems within 6 months.
- Ability to demonstrate proficiency and knowledge of the operation and routine maintenance of sewer pump stations required within 1 year.

- Ability to pass the NEWEA Grade 1 Collection System Operator Certification within 2 years.
- Demonstrated working knowledge of the internal works of plumbing and fixtures with residential and commercial properties preferred.
- Must be able to operate various hand held tools, including but not limited to: jack hammer, pick and shovel.
- Demonstrated ability to perform physical aspects of position including ability to climb ladders in and out of manholes, wet/dry pump stations and trench excavations.
- Ability to implement traffic control plans.
- Able to work independently or within group as needed.
- Ability to work in confined spaces required.
- Ability to work in all weather conditions required.
- Ability to safely operate snow plows and other snow removal equipment as required during and after snowstorms.
- Work on nights, holidays and weekends may be required.
- Must be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.
- Ability to create and maintain an environment that appropriately embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Must be able to work effectively and in a professional manner with crew members and leaders, other divisions and the general public.
- Ability to learn and maintain VOSHA safety rules and regulations as they pertain to the Department of Public Works.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (60 pounds chest high, 2-3/daily)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift

x	reading – basic	x	pushing/pulling
	reading – complex	x	shift work
x	math skills – basic	x	moving objects
	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: __0__

Indirectly Supervises: __0__

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

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Created June 2024

City of Burlington Job Description

Position Title: Collection System Operator II

Department: Department of Public Works - Wastewater

Reports to: Collection System Maintenance Manager

Pay Grade: 16

Job Code: TBD

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: Under general supervision of the Collection System Manager, performs **intermediate** operations and maintenance of the City's pump stations and combined, sewer and stormwater collection systems including sewer mains, manholes and catch basins and stormwater treatment systems.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Completes daily work schedule as directed by Senior Collection System Operator including preparation of required equipment including but not limited to hoses, pipes, tools, materials and traffic control supplies necessary to safely complete the tasks according to schedule.
- Performs preventive maintenance on the collection system including restoring pipe capacity by removing debris, sand, and grease from the sewer, combined and stormwater systems, manholes and catch basins.
- Performs preventative maintenance on stormwater treatment practices including but not limited to: pervious pavement systems, infiltration systems, sedimentation and storage tanks.
- Performs corrective maintenance on the collection system including removing sewer main blockages that are impeding service.
- As required by other Public Works teams, performs hydro-excavation.
- Safely operates sewer cleaning, hauling and **inspection equipment** such as but not limited to: high velocity cleaner and vacuum truck, sewage tanker truck and **closed circuit television monitoring equipment**.
- Perform collection system pipe inspections using roving camera, pole camera and push camera. **Reviews collections system inspection data to assign condition ratings to collection system infrastructure.**
- Keeps records of sewer and storm line, catch basins and manhole cleanings and condition assessments using Computerized Maintenance Management System (CMMS) and communicate existing problems within the collection system infrastructure to the Senior Collection Systems Operator and Collection Systems Maintenance Manager.

- Conducts daily inspections of sewer pump stations and performs routine preventative maintenance and repairs to wastewater pump stations and equipment and records data in the CMMS; communicates problems with the pump station systems to the Senior Collection System Operator and the Collection Systems Maintenance Manager.
- May undertake minor carpentry, plumbing, cement work and electrical work as needed for collections system needs.
- Maintains a variety of collection system equipment in good working order, including cleaning, greasing and inspecting of equipment, Assists with general plant maintenance work, such as sweeping, cleaning, sanding, painting, and grounds maintenance as secondary duty.
- Participate in all required safety training and maintain required current certification and carry out duties in a safe manner.
- Performs reactive maintenance such as service calls related to blockages in the sewer mains and pump station alarms.
- Performs remediation of sewer spills to the ground surface or to the stormwater collections system.
- Inspects and performs maintenance on the combined sewer diversion manholes and CSO manholes in the collection system including flow monitoring and alarm systems.
- Interacts and communicates with members of the general public.
- Assist with training new Collection systems operators.
- Responds to emergency or after hour calls as needed.
- Will be required to be on call and able to participate in standby rotations when necessary as assigned including nights, weekends and holidays.
- Performs snow removal as required for the DPW-Street Maintenance Division.
- May be required to work unusual shifts as needed.
- May be required to work under adverse conditions.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High School Diploma or equivalent required.
- 1 year of experience in collection system maintenance required.
- Commercial Driver's License Class B with tanker endorsement is required.
- NEWEA Grade 1 Collection Systems Certification passing grade is required.
- Ability to pass higher grade Collection Systems Certification up to Grade 2 preferred.
- Completion of OSHA 10 required.
- Able to demonstrate proficiency and knowledge of the operation and routine maintenance of the sewer vectors, tanker truck and pervious pavement vacuum required.
- Able to demonstrate proficiency and knowledge of the practices and techniques relating to the routine maintenance of the wastewater and stormwater gravity collection system required.
- Able to demonstrate proficiency and knowledge of the operation and routine maintenance of sewer pump stations required.

- Able to demonstrate proficiency in reading blueprints, using GIS maps and CMMS systems required.
- Ability to obtain Pipeline Assessment Certification Program (PACP) Certification within 18 months.
- Demonstrated working knowledge of the internal works of plumbing and fixtures in residential and commercial properties preferred.
- Thorough knowledge of the safety standards, practices, and procedures relating to the operation of the sewer vacuum truck and the maintenance of the wastewater and stormwater collection system.
- Must be able to operate various hand held tools, including but not limited to: jack hammer, pick and shovel.
- Demonstrated ability to perform physical aspects of position including ability to climb ladders in and out of manholes, wet/dry pump stations and trench excavations.
- Able to work independently or within group as needed.
- Ability to develop and implement traffic control plans.
- Ability to work in confined spaces required.
- Ability to work in all weather conditions required.
- Ability to safely operate snow plows and other snow removal equipment as required during and after snowstorms.
- Work on nights, holidays and weekends may be required.
- Must be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.
- Ability to create and maintain an environment that appropriately embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Must be able to work effectively and in a professional manner with crew members and leaders, other divisions and the general public.
- Ability to learn and maintain VOSHA safety rules and regulations as they pertain to the Department of Public Works.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position

x	seeing	x	ability to move distances within warehouses and offices
---	--------	---	---

x	color perception (red, green, amber)	x	lifting (60 pounds chest high, 2-3/daily)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
	reading – complex	x	shift work
x	math skills – basic	x	moving objects
	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: ___0___

Indirectly Supervises: ___0___

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

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City of Burlington Job Description

Position Title: Lead Pump Station Operator

Department: Department of Public Works

Reports to: Collection System Maintenance Manager

Pay Grade: 18

Job Code:

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: This position is responsible for advanced operations and preventative and corrective maintenance on 25 pump stations, including, but not limited to pump rebuilding, motor maintenance, lubrication, use of inspection equipment and cleaning. In addition, this position is responsible for performing the duties of a wastewater plant operator at East and North Plant.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The “Qualifications/Basic Job Requirements” and the “Physical and Mental/Reasoning Requirements and Work Environment” state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Performs the duties of a Plant Operator I at East and North Plants as needed.
- Leads the operation of and preventative and corrective maintenance on the City’s pump stations, including, but not limited to pump rebuilding, motor maintenance, lubrication, use of inspection equipment and cleaning.
- In collaboration with the Senior Collection System Operator, schedules and oversees the completion of daily shift activities of the Collection Systems Operators for pump stations.
- Ensure capture and entry of data into applicable tracking systems such as computerized maintenance management systems (CMMS), daily operating sheets, preventative maintenance logs, and inspection logs.
- Check and maintain pump stations and wetwells, including but not limited to, inspect tanks and record readings, inspect pumps, piping, buildings, grounds, and uninterrupted power supply and make repairs.
- Operate, maintain, troubleshoot and minor corrective maintenance of instrumentation, including but not limited to: repair or replace all electronic and mechanical instruments used in, monitoring flows, starting and stopping pumps, set alarm points, calibrate transmitters, receivers and recorders, etc.
- Operate, maintain, troubleshoot and minor corrective maintenance of all rotating equipment, including but not limited to: electric-driven pumps, diesel pumps, generators, vacuum pumps, blowers, and air compressors.
- Operate, maintain, troubleshoot and minor corrective maintenance of electrical equipment, including but not limited to: motors, VFDs, PLCs, process instrumentation, telemetry equipment, lighting and security cameras.

- Trains Collection System Operators on Pump Station operation and maintenance.
- Schedule and organize with contractors when needed for outside support, trouble shooting and installs.
- Schedule equipment runs; record elapsed time reading and schedule pumps, blowers, and chemical feed pumps for even time distribution and maintenance.
- Maintain parts and supplies; order parts, stock and inventory.
- Develop and implement preventative maintenance program for all pump station equipment.
- Brief Plant Operators on any problems or special situations which affect operation of plant or pump stations.
- In collaboration with supervisor, oversee and maintain remote alarming at CSO locations.
- In collaboration with supervisor, inspect and maintain original CSO overflow manholes in collection system.
- Provide technical expertise to consultants, engineers and contractors on large scale pump station upgrades, changes and new systems.
- Schedule factory representatives' visits; schedule systems and special projects to be worked on or experimented with in conjunction with factory service personnel.
- Schedule contractor work on small upgrades, trouble shooting and repairs
- Follow written safety compliance procedures including but not limited to: Lockout/Tagout and Permit Confined Spaces.
- Oversee work performed by contractors on the mechanical or electrical systems.
- Attend training programs to keep skills and knowledge current with improvements and changes in plant equipment.
- On-Call and Shift Coverage as required, including for collection systems, pump stations and North and East wastewater plants.
- May be required to perform snow removal for the DPW Street Maintenance Division.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High school diploma or equivalent required.
- Eight (8) years of pump station and wastewater treatment plant experience.
- A Grade 2 Vermont State operator license required. Higher grade certifications are strongly encouraged.
- Completion of OSHA 10 required within 6 months.
- Previous experience with programmable logic controllers (PLCs) and variable frequency drives (VFDs) preferred.
- Able to use demonstrate proficiency in reading blueprints, use GIS maps and CMMS systems.
- Commercial Driver's License Class B with tanker endorsement at the time of application is required.
- Journeyman electrician license preferred.
- Demonstrated ability to perform electrical and mechanical maintenance. Ability to

troubleshoot and pump station mechanical and electrical problems.

- Ability to maintain and evaluate simple records and interpret blueprints and electrical diagrams.
- Ability to comprehend and carry out written, oral and diagrammatic instructions.
- Ability to assume basic Wastewater Plant Operator duties required.
- Ability to obtain and maintain a valid VT driver's license required.
- Ability to operate varied equipment such as test equipment, computers, welders, torches, drill press and grinders, etc, required.
- Respond to emergencies on weekends/evenings required.
- Demonstrated ability to perform physical aspects of position.
- Ability to maintain effective work relationships with other staff members
- Ability to comprehend and carry out written, oral and diagrammatic instructions
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Satisfactory completion of training course in mechanical/electrical maintenance fields required.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to work weekdays as regular schedule with overtime as needed; ability to work nights and weekends and be on-call.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (60 pounds chest high, 2-3/daily)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
	reading – complex	x	shift work
x	math skills – basic	x	moving objects
	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors

x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: __0__

Indirectly Supervises: __1-40__

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created November 2015. Updated April 2022

City of Burlington Job Description

Position Title: Pump Station Operator

Department: Department of Public Works - Wastewater

Reports to: Collection System Maintenance Manager

Pay Grade: 17

Job Code: TBD

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: Under general supervision of the Collection System Manager, performs **intermediate** operations and maintenance of the wastewater, combined sewer and stormwater collections systems including pump stations, sewer mains, manholes, catch basins and stormwater treatment systems. **In addition, this position is responsible for performing the duties of a wastewater plant operator at East and North Plant.**

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The “Qualifications/Basic Job Requirements” and the “Physical and Mental/Reasoning Requirements and Work Environment” state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- **Performs the duties of a Plant Operator I at East and North Plants as needed**
- Completes daily work schedule as directed by Senior Collection System Operator including preparation of required equipment including but not limited to hoses, pipes, tools, materials and traffic control supplies necessary to safely complete the tasks according to schedule.
- Performs preventive maintenance on the collection system including restoring pipe capacity by removing debris, sand, and grease from the sewer, combined and stormwater systems, manholes and catch basins.
- Performs preventative maintenance on stormwater treatment practices including but not limited to: pervious pavement systems, infiltration systems, sedimentation and storage tanks.
- Performs corrective maintenance on the collection system including removing sewer main blockages that are impeding service.
- As required by other Public Works teams, performs hydro-excavation.
- Safely operates sewer cleaning, hauling and inspection equipment such as but not limited to: high velocity cleaner and vacuum truck, sewage tanker truck and closed circuit television monitoring equipment.
- Perform collection system pipe inspections using roving camera, pole camera and push camera. Reviews collections system inspection data to assign condition ratings to collection system infrastructure.
- Keeps records of sewer and storm line, catch basins and manhole cleanings and condition

assessments using Computerized Maintenance Management System (CMMS) and communicate existing problems within the collection system infrastructure to the Senior Collection Systems Operator and Collection Systems Maintenance Manager.

- Conducts daily inspections of sewer pump stations and performs routine preventative maintenance and repairs to wastewater pump stations and equipment and records data in the CMMS; communicates problems with the pump station systems to the Senior Collection System Operator and the Collection Systems Maintenance Manager.
- May undertake minor carpentry, plumbing, cement work and electrical work as needed for collections system needs.
- Maintains a variety of collection system equipment in good working order, including cleaning, greasing and inspecting of equipment, Assists with general plant maintenance work, such as sweeping, cleaning, sanding, painting, and grounds maintenance as secondary duty.
- Participate in all required safety training and maintain required current certification and carry out duties in a safe manner.
- Performs reactive maintenance such as service calls related to blockages in the sewer mains and pump station alarms.
- Performs remediation of sewer spills to the ground surface or to the stormwater collections system.
- Inspects and performs maintenance on the combined sewer diversion manholes and CSO manholes in the collection system including flow monitoring and alarm systems.
- Interacts and communicates with members of the general public.
- Assist with training new Collection systems operators on pump stations.
- Responds to emergency or after hour calls as needed.
- On-Call and Shift Coverage as required, including for collection systems, pump stations and North and East wastewater plants.
- Performs snow removal as required for the DPW-Street Maintenance Division.
- May be required to work unusual shifts as needed.
- May be required to work under adverse conditions.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High School Diploma or equivalent required.
- 3 year of experience in pump station maintenance and basic wastewater treatment plant operations required.
- Grade 2 Vermont State Operator License required.
- Commercial Driver's License Class B with tanker endorsement is required.
- NEWEA Grade 1 Collection Systems Certification passing grade within 1 year is required.
- Ability to pass higher grade Collection Systems Certification up to Grade 2 is encouraged.
- Completion of OSHA 10 required within 6 months.

- Able to demonstrate proficiency and knowledge of the operation and routine maintenance of sewer pump stations required.
- Able to demonstrate proficiency and knowledge of the operation and routine maintenance of the sewer vacuators, tanker truck and pervious pavement vacuum required within 6 months.
- Able to demonstrate proficiency and knowledge of the practices and techniques relating to the routine maintenance of the wastewater and stormwater gravity collection system required with 6 months.
- Able to demonstrate proficiency in reading blueprints, using GIS maps and CMMS systems required within 6 months.
- Ability to obtain Pipeline Assessment Certification Program (PACP) Certification within 18 months.
- Demonstrated working knowledge of the internal works of plumbing and fixtures in residential and commercial properties preferred.
- Thorough knowledge of the safety standards, practices, and procedures relating to the operation of the sewer vacuum truck and the maintenance of the wastewater and stormwater collection system.
- Must be able to operate various hand held tools, including but not limited to: jack hammer, pick and shovel.
- Demonstrated ability to perform physical aspects of position including ability to climb ladders in and out of manholes, wet/dry pump stations and trench excavations.
- Able to work independently or within group as needed.
- Ability to develop and implement traffic control plans.
- Ability to work in confined spaces required.
- Ability to work in all weather conditions required.
- Ability to safely operate snow plows and other snow removal equipment as required during and after snowstorms.
- Work on nights, holidays and weekends may be required.
- Must be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.
- Ability to create and maintain an environment that appropriately embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Must be able to work effectively and in a professional manner with crew members and leaders, other divisions and the general public.
- Ability to learn and maintain VOSHA safety rules and regulations as they pertain to the Department of Public Works.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.

- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (60 pounds chest high, 2-3/daily)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
	reading – complex	x	shift work
x	math skills – basic	x	moving objects
	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: __0__

Indirectly Supervises: __0__

Disclaimer:

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Approvals:

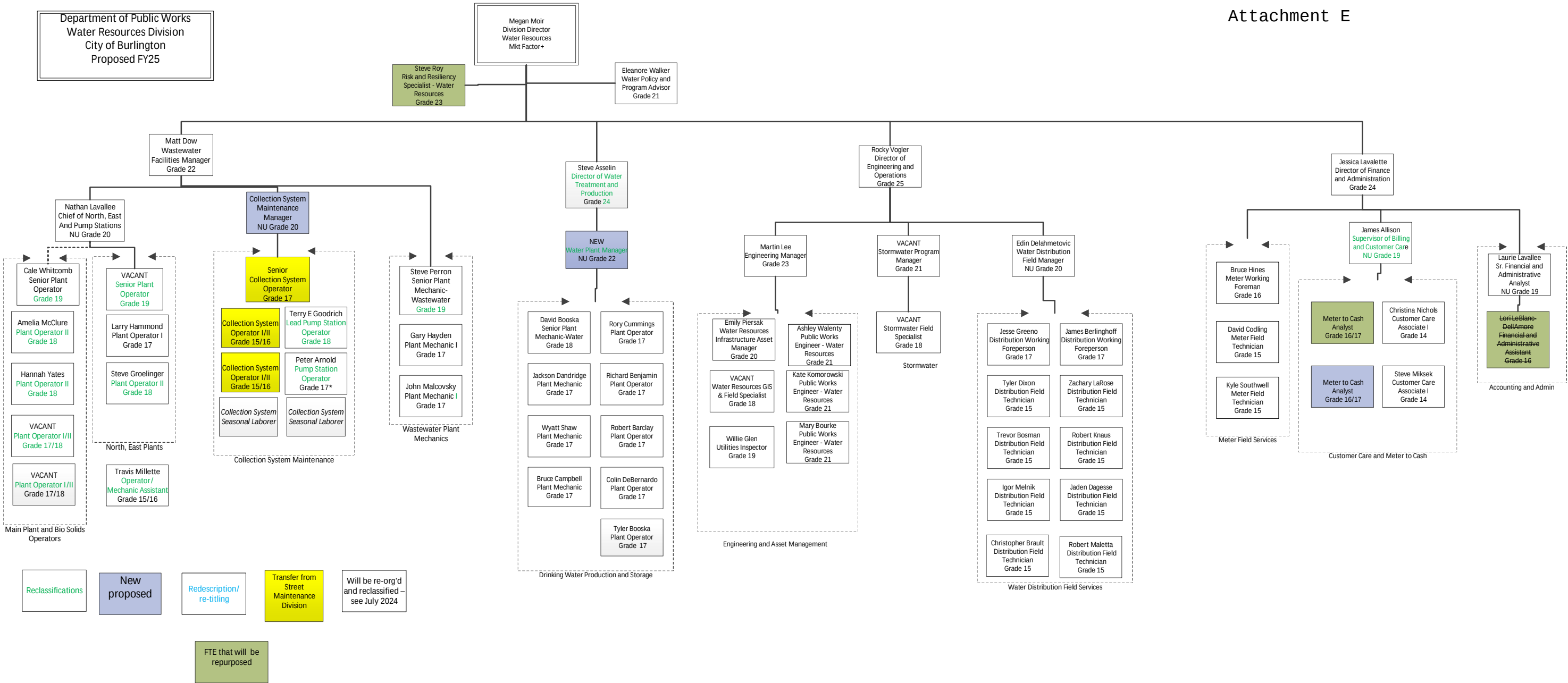
Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Pump Station Operator
Page 5 of 5

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Created June 2024



Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Megan Moir and Matt Dow

Title/Subject: Water Resources Wastewater Personnel Reorganization - Various

	Approval:	Meeting Date:
☒	Board of Finance	6/17/2024
☒	City Council	6/24/2024
☐	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	6/11/2024	Chapin Spencer
Mayor's Office informed and approved memo	Yes	6/13/2024	Erin Jacobsen
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	Choose an item.	Click or tap to enter a date.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/11/2024	Erik Ramakrishnan and Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	6/11/2024	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	6/11/2024	Tony Berry
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?	No	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?	N/A	Click or tap here to enter text.

Resolution Relating to

AUTHORIZATION FOR \$12,886,920 STEP III LOAN FROM VERMONT
CLEAN WATER STATE REVOLVING FUND AND FOR \$2,077,120
AMENDED ENGINEERING CONTRACT WITH WRIGHT-PIERCE FOR
THE STAGE 0 UPGRADE OF THE CITY’S THREE WASTEWATER
TREATMENT PLANTS

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 November 6, 2018, 92% of voters in Burlington voted to approve borrowing up to \$29,958,000 for the City’s Clean Water Resiliency Plan (CWRP) for the purpose of paying for capital additions and improvements to the City’s wastewater and stormwater systems, including (i) capital improvements to the City’s wastewater treatment plants including disinfection system and treatment upgrades and improvements, (ii) capital improvements to the City’s wastewater and stormwater collection system, (iii) combined sewer runoff and overflow mitigation (iv) stormwater outfall repair (v) stormwater treatment (vi) planning studies for future capital and programmatic improvements and (vii) implementation of asset management software for improvement maintenance tracking; and

WHEREAS, the City has determined the need to replace, rehabilitate and modernize critical infrastructure at the three wastewater treatment plants; and

WHEREAS, the first phase of this comprehensive infrastructure project is focused on the at-risk portions of the headworks infrastructure at the three wastewater treatment plant to ensure proper influent wastewater screening at the treatment plants and is referred to as Stage 0 –Wastewater Headworks Upgrades (the “Project”); and

WHEREAS, planning, design and construction of this Project was identified as part of the CWRP; and

WHEREAS, City Charter Section 64b provides that, upon receipt of voter approval, the City may issue bonds or notes for the purpose of financing improvements to any revenue producing facility, and pledge the revenues from such facilities to secure payment of such bonds or notes; and

WHEREAS, the City Council adopted a Wastewater System Revenue General Bond Resolution (the “General Bond Resolution”), authorizing such borrowing on December 6, 1990, which General Bond Resolution was amended and restated as of December 9, 2013; and

WHEREAS, the General Bond Resolution provides for a pledge of the Net Revenues (as defined in the General Bond Resolution) of the City’s wastewater system for all bonds and notes and obligations incurred under such General Bond Resolution; and

WHEREAS, in order to reduce transaction costs and save the rate payers money, representatives of the

AUTHORIZATION FOR \$12,886,920 STEP III LOAN FROM VERMONT
CLEAN WATER STATE REVOLVING FUND AND FOR \$2,077,120
AMENDED ENGINEERING CONTRACT WITH WRIGHT-PIERCE FOR
THE STAGE 0 UPGRADE OF THE CITY'S THREE WASTEWATER
TREATMENT PLANTS

26 City have approached the Vermont Bond Bank (the “Bond Bank”) to undertake the loan and repayment without
27 the need to issue bonds under the General Bond Resolution, but with the same pledge and covenants to secure
28 the repayment of the loan with a pledge of net revenues from the wastewater system on a basis similar to the
29 covenants and pledgee of revenues under the General Bond Resolution; and

30 WHEREAS, the Bond Bank has indicated its willingness to provide the loan in such a basis, with a direct
31 pledge of such net revenues and covenants to maintain and operate the wastewater system in a prudent manner;
32 and

33 WHEREAS, the State of Vermont Clean Water State Revolving Fund (SRF) provides loans for planning
34 (Step I), final design (Step II) and construction (Step III) of municipal wastewater and stormwater projects; and

35 WHEREAS, Step III Construction Loan amounts are inclusive of all SRF eligible costs incurred as part
36 of the project, including Step I (Planning), Step II (Design) and Step III (Construction); and

37 WHEREAS, the standard Clean Water State Revolving Loan Fund terms for projects of this completing
38 construction (Step III) are 20 years of repayment starting one year after completion of construction with a 2%
39 administrative fee; and

40 WHEREAS, the City Council has previously authorized a Step I loan in a principal amount not to exceed
41 \$470,000 and a Step II loan in a principal amount not to exceed \$1,095,700 pursuant to resolutions adopted on
42 May 13, 2019 and September 13, 2021; and

43 WHEREAS, pursuant to such authorizations, the City entered into a Step II loan (RF 1-247-2.0) on or
44 about August 14, 2023 in the total principal amount of \$1,458,500, consisting of \$463,000 for the purpose of
45 financing planning and design of infrastructure improvements as authorized by the resolutions adopted on May
46 13, 2019 and \$995,500 for the purpose of financing the preparation of preliminary engineering studies or facilities
47 plans as authorized by the resolutions adopted on September 13, 2021; and

48 WHEREAS, the City followed a competitive based procurement process required by the State and
49 selected Wright Pierce as the most qualified consultant; and

50 WHEREAS, the City, as authorized by the September 13, 2021 City Council resolution, has previously
51 executed a Design Engineering Services Agreement with Wright Pierce for an amount not to exceed \$995,700;
52 and

53 WHEREAS, the City now desires to apply for construction funding and advance the Project to bidding
54 and construction in 2024; and

Resolution Relating to

**AUTHORIZATION FOR \$12,886,920 STEP III LOAN FROM VERMONT
CLEAN WATER STATE REVOLVING FUND AND FOR \$2,077,120
AMENDED ENGINEERING CONTRACT WITH WRIGHT-PIERCE FOR
THE STAGE 0 UPGRADE OF THE CITY'S THREE WASTEWATER
TREATMENT PLANTS**

55 WHEREAS, Wright Pierce has identified an additional construction engineering scope of work of
56 \$1,081,420, including contingency, resulting in the need for an amended Design Engineering Services
57 Agreement for an amount not to exceed of \$2,077,120; and

58 WHEREAS, the current construction cost estimate for the Project is \$10,347,000 including contingency,
59 materials testing, direct equipment purchases and legal/administration fees; and

60 WHEREAS, the total amount of the Step III construction loan required for the Project is \$12,886,920,
61 consisting of (i) previously incurred planning and design costs in the amount of \$1,458,500, (ii) additional
62 construction engineering costs in the amount of \$1,081,420, and (iii) the construction cost estimate of
63 \$10,347,000;

64 NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
65 or his designee, to complete the Construction Loan Application for Revolving Loan Funds under 24 V.S.A.
66 Chapter 120 and to apply to the Bond Bank for financing of a Loan in a principal amount not to exceed
67 \$12,886,920 (the "Loan"), subject to final review and approval by the Chief Administrative Officer, Director of
68 Finance, and City Attorney's Office; and

69 BE IT FURTHER RESOLVED that the repayment of such Loan may be evidenced by the issuance of
70 one or more bonds under the General Bond Resolution, or as a subordinate bond or note issued to the Bond
71 Bank, in each such case payable from a pledge of the net revenues of the wastewater system and as the
72 Authorized Officers (as defined herein) determine to be in the City's best interests; and;

73 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to
74 negotiate and execute an amended Design Engineering Services Agreement with Wright Pierce for an amount
75 not to exceed \$2,077,120, subject to approval by the City Attorney's Office; and

76 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
77 Officer, Director of Finance, and Assistant Director of Finance (the "Authorized Officers"), individually or
78 collectively, to execute and deliver: (i) a loan agreement with the Bond Bank to evidence the Loan and the
79 repayment thereof, including covenants with respect to the operation of the wastewater system; (ii) a bond or
80 bonds, or promissory note or notes in the principal amount of the Loan; (iii) such documents and instruments as
81 the Bond Bank may request in connection with the Loan, in such form and with such terms as they deem
82 necessary or convenient and in the City's best interest; and (iv) such other documents and instruments necessary
83 or convenient in connection with the Loan, all subject to the prior review and approval of the City Attorney's
84 Office; and

AUTHORIZATION FOR \$12,886,920 STEP III LOAN FROM VERMONT
CLEAN WATER STATE REVOLVING FUND AND FOR \$2,077,120
AMENDED ENGINEERING CONTRACT WITH WRIGHT-PIERCE FOR
THE STAGE 0 UPGRADE OF THE CITY'S THREE WASTEWATER
TREATMENT PLANTS

85 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as an
86 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
87 documents, and other ancillary documents other than the loan application or loan agreements: Department of
88 Public Works Water Resources Division Director, Megan Moir.

89

90 TM/Resolutions 2024/Authorization for \$12,886,920 Step III Loan from Vermont Clean Water State Revolving Fund and for \$2,077,120 Amended
91 Engineering Contract with Wright-Pierce for the Stage 0 Upgrade of the City's Three Wastewater Treatment Plants

92 June 17, 2024



MEMORANDUM

TO: Board of Finance / City Council

FROM: Martin Lee, PE DPW Water Resources Engineering Manager
Megan Moir, Division Director Water Resources

CC: Chapin Spencer, DPW Director

DATE: June 17, 2024 Board of Finance
June 24, 2024 City Council

RE: Wastewater Treatment Facility Headworks Improvements – Step III Loan Application and Consultant Contract Amendment

REQUEST

The Department of Public Works (“DPW”) and its Water Resources Division seeks authorization, through the attached resolution, to apply for a Clean Water State Revolving Fund (“CWSRF”) amended loan amount of \$12,886,920.00 for the Wastewater Treatment Facility Headworks Improvements Project (Comprehensive Wastewater Upgrade – Stage 0), to execute a contract amendment with Wright-Pierce for an increase of \$1,081,420.00 for the construction phase engineering of these improvements, and to designate the Mayor and appropriate City staff to execute associated documents.

INTRODUCTION:

The \$30 million Clean Water Resiliency Plan (“CWRP”) bond vote was approved in November 2018. The CWRP provided a roadmap to upgrade and modernize our wastewater and stormwater systems in 7 key areas. DPW Water Resources has been actively working on implementing the CWRP since receiving 92% voter approval. More information on the CWRP can be found here: <https://www.burlingtonvt.gov/dpw/water/cwrp/>.

After tackling smaller upgrades of the systems that failed in the summer of 2018 (disinfection systems and the computerized controls system at Main Plant), Water Resources engineering staff and engineering consultant Wright Pierce have been undergoing preliminary engineering planning for a comprehensive upgrade of the City’s 3 wastewater treatment plants (WWTPs). The WWTPs have not been overhauled in 30+ years and multiple systems are nearing their failure point. Additionally, State and Federal regulations require that additional treatment be added to further remove phosphorus. Lastly, the growth in housing now anticipated to occur within the City in the coming decade necessitates expansions to several treatment components.

The comprehensive upgrade is a significant project and there are not sufficient remaining funds in the CWRP authorization to fully fund the entire needed upgrade. As such, the project has been split up into multiple stages – Stage 0, 1, 2, and 3. This request focuses on Stage 0 – which advances critical headworks improvements at all 3 wastewater plants in Burlington. The headworks of a wastewater plant consists of the first line of wastewater treatment. This headworks improvement project includes the replacement of large mechanical screens that continuously remove solids from the influent wastewater as well as grit removal equipment. This equipment is in a harsh environment and is well past the useful life for equipment that was installed in the early 1990s. This equipment is important to help protect downstream equipment and processes at the wastewater plants. This Stage 0 work can be completed as a standalone project and not be impacted by the future stages needed to comprehensively overhaul the City’s three wastewater plants.

Authorization of this borrowing will bring the City closer to having fully used the \$30M CWRP authorization.

Total CWRP Authorization	\$29,958,000
Total Authorization obligated (loans authorized)	\$10,371,638
Remaining CWRP authorization after this loan	\$6,899,442

The estimated remaining authorization calculation above includes the \$100,000 planning and \$100,000 design subsidy that has already been awarded to the earlier phases of the Stage 0 project. It does not include the potential \$750,000 of construction subsidy that may be applied to the Stage 0 construction loan.

The remaining CWRP bond funding will be prioritized amongst other projects including but not limited to: a combined sewer overflow storage tank in the Pine Street corridor, and improvements to stormwater outfalls. Funds will likely be prioritized for construction of the Pine Street combined sewer overflow tank which has an ARPA grant that must be expended by September 2026. The ARPA grant (\$3.294M) is not currently expected to cover the entire estimated cost of the tank (\$8-10 M).

With the 2018 CWRP bond funds nearing completion, Water Resources is concurrently planning a major future bond request for improvements that are needed to ensure the future success of Burlington’s water resources infrastructure. An appropriate level of public engagement will be conducted so the community understands what infrastructure improvements will be part of any new bond requests, currently anticipated in the next 12 months.

WASTEWATER CONSULTANT PROCUREMENT AND CONTRACTING:

Wright-Pierce was previously selected as our Wastewater Treatment Facility design consultant in 2019¹ and they will provide construction engineering services for Stage 0. Please see the attachment for the draft contract and scope of work.

DPW closely followed the CWSRF procurement requirements for all project related

engineering services in accordance with 40 U.S.C. § 1101-1104, which requires public issuance of a request for qualifications (RFQ) and negotiation of contracts using a qualifications-based selection (QBS) process.

Once we submit a finalized and executed engineering services agreement to the State and other project approvals are complete, we will obtain a “letter of authorized funding”. Once the State has issued this letter, the City is able to incur expenses even before the loan has been executed. Reimbursement for these expenses can only be processed once the loan is executed. However, it is not atypical for communities to begin engineering related work upon the submission of the loan application since there can be some delay in receiving the letter of authorized funding from the State and executing the loan agreements. Water Resources will authorize \$150,000 of consultant work once get acknowledgement of the receipt of our loan application so that Wright Pierce can manage the bid process and provide other construction administration services to ensure the project can get underway.

PROJECT COST AND LOAN SUMMARY:

Water quality and rate affordability guide every decision we make. Therefore, we are advancing work through loans from the Clean Water State Revolving Fund (“CWSRF”). The CWSRF carries specific requirements during procurement, design, and construction phases of projects. While this adds some time on the front end, the advantages over a publicly offered bond include a lower borrowing cost (2% administration fee), potential access to subsidy and pollution control grants, repayment periods that can extend beyond 20 years where appropriate for longer life infrastructure, and a delayed repayment period (1 year from the completion of construction) which gives us some flexibility in budgeting for debt service. These benefits result in mitigated rate increases for our residents and customers.

To date, SRF projects have received \$2.039M in planning and design subsidies and \$1.034M in pollution control grants. Additionally, we have received \$4.5M in ARPA funds for several of our SRF projects. The Stage 0 project is eligible for up to \$750K in construction subsidy under the current intended use plan.

The following summary table outlines the costs that comprise the total CWSRF Loan amounts for which we are seeking approval. Step III Construction Loans roll up all of the costs incurred on a project, including previous Step I (Planning) or Step II (Final Design) loans. DPW engineering project management time is eligible for loan reimbursement. We plan on leveraging this opportunity in select circumstances and for this project we only tracked DPW engineering during preliminary engineering phase work. We have estimated not-to-exceed (NTE) values for our loan applications to ensure there is contingency to make reasonable scope of work adjustments during the final review of the scope by the State and during the bid process.

Stage 0 – Wastewater Treatment Plant Upgrades: Headworks Improvements

Item	Estimated Costs	Loan Type
Step I and II eligible costs already approved	\$1,458,500	Step III Loan Construction Costs which includes all Step I and Step II eligible costs and Step III costs (TOTAL NTE \$12,886,920)
Step III: Wright Pierce Construction Engineering	\$1,081,420	
Step III: Construction estimate with contingency, material testing, direct equipment purchases, and legal/admin fees	\$10,347,000	

The next step in advancing the project is obtaining approval from the Board of Finance and City Council for approval to pursue the various steps in applying for and executing the associated SRF Loan. No debt will be incurred until the loans are executed by the Mayor and Chief Administrative Officer. We will return to the Board of Finance and City Council to seek approval to execute a construction contract after project bids are received.

The annual debt service, which starts the fiscal year (FY27) after the completion of construction (Spring 2026), is estimated to be \$774,667 a year, not including the potential construction subsidy. This debt service will require an additional \$0.62/100 cubic feet¹ rate increase no later than FY27. Fortunately, after FY2028, debt service from Loan RF103-2 (\$108,519) and RF 1-069-3 (\$111,782) will retire and help free up ratepayer funds that can be applied towards this and future debt service. The largest of our existing debt service, 2014 Series 1 & 2 (\$1.028M annually currently, but trending down each year) does not retire until our last payment (\$749,574) in 2034. While the debt service required for the comprehensive treatment plant upgrade is anticipated to be substantial, any debt service retirement will help ease the burden on ratepayers,

ATTACHMENTS:

- Attachment A: Draft Construction Phase Engineering Services Agreement Scope of Work Amendment with Wright Pierce
- Attachment B: Resolution

MOTIONS:

The Department of Public Works' Water Resources Division respectfully requests that the Board of Finance and City Council approve the following motions:

¹ This calculation is the approximate volumetric rate increase that would be needed for only this debt service, assuming the revenue was generated entire from the volumetric portion and there was no change in customer usage from FY25. The principal amount used to generate this debt service calculation included the \$200,000 of Planning and Design Loan forgiveness amounts but not the \$750,000 of anticipated construction loan forgiveness.

Board of Finance Actions:

1. "To approve and recommend that the City Council adopt the attached resolution authorizing a Step III \$12,866,920 amended loan from the Vermont Clean Water State Revolving fund and a \$2,077,120 amended contract with Wright-Pierce for the Stage 0 upgrade of the City's three wastewater treatment plants as more specifically set forth in the attached resolution."

City Council Actions:

1. "To adopt the attached resolution authorizing a Step III \$12,866,920 amended loan from the Vermont Clean Water State Revolving fund and a \$2,077,120 amended contract with Wright-Pierce for the Stage 0 upgrade of the City's three wastewater treatment plants as more specifically set forth in the attached resolution. "

Thank you for your consideration of this request.

Attachment A

This is **EXHIBIT K**, consisting of **[26]** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 09/22/2021.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: 09/22/2021

Owner: City of Burlington

Engineer: Wright-Pierce

Project: Wastewater Infrastructure Improvements – Phase 2

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- X Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- X Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

1. **ADD** Exhibit A, Part 1 – Basic Services, A1.04 Bidding or Negotiating Phase, A1.05 Construction Phase, and A1.06 Post-Construction Phase (see attached).
2. **DELETE** the following paragraphs:

Exhibit A, Part 2 – Additional Services, A2.01 Additional Services Requiring Owner's Written Authorization, Paragraph A. 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

Exhibit A, Part 2 – Additional Services, A2.01 Additional Services Requiring Owner's Written Authorization, Paragraph A. 20. Preparation of operation, maintenance, and staffing manuals.

Exhibit B, Owner's Responsibilities, B2.01.G. Provide the services of an independent testing Laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents...

3. **DELETE** Exhibit C, Article 2, Paragraph C2.01.A.4., and **REPLACE** with the following:

The total compensation for services under Paragraph C2.01 is estimated to be \$2,077,120 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$0
b. Preliminary Design Phase	\$238,500
c. Final Design Phase	\$757,200
d. Bidding or Negotiating Phase	\$43,700
e. Construction Phase	\$1,037,691
f. Post-Construction Phase	\$5,210

4. **ADD** Exhibit C – Compensation Packet RPR-2: Resident Project Representative – Standard Hourly Rates (see attached).
5. **DELETE** Appendix 2 to Exhibit C: Standard Hourly Rates Schedule, Paragraph B. Schedule and **REPLACE** with the following:

Hourly rates for services performed on or after the date of the Agreement are:

Accounting/Billing Classification	Hourly Billing Rate Range
Principal/Engineering Manager	\$220 to 340
Senior Project Manager	\$170 to 260
Project Manager/Senior Project Engineer/Construction Manager	\$170 to 230
Senior Project Engineer	\$160 to 220
Project Engineer	\$110 to 150
Engineer Intern/Intern Architect	\$85 to 120
Architect/Structural/Mechanical/Instrumentation/Electrical Engineer	\$130 to 275
Resident Project Representative	\$90 to \$135
Senior CAD Designer	\$120 to 145
CAD Designer/Senior CAD Technician	\$90 to 130
CAD Technician	\$75 to 100
GIS Analyst	\$90 to 150
Survey Crew (two people)	\$230 to 270
Field Service Manager/Technician	\$80 to 120
Hydrogeologist	\$95 to 150
Office Administrator/Engineering Assistant	\$75 to 120

6. **ADD** Exhibit D – Resident Project Representative (see attached).

7. **ADD** Exhibit E – Notice of Acceptability of Work (see attached).
8. **DELETE** DEC Certification Page from Exhibit J and **REPLACE** with the attached document.

Agreement Summary:

Original agreement amount:	\$ <u>995,700</u>
Net change for prior amendments:	\$ <u>0</u>
This amendment amount:	\$ <u>1,081,420</u>
Adjusted Agreement amount:	\$ <u>2,077,120</u>

Change in time for services (days or date, as applicable): N/A.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

Vermont Department of Environmental
Conservation:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
none
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]***
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in ~~Exhibit B, Paragraph B2.01.~~ Exhibit A, Paragraph A1.05.A.24.a below.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor

jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.**

with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the

completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents,

and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
- a. Provide Independent Testing Laboratory services for materials testing as required by the Contract documents.

Exhibit A – Engineer's Services

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- b. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
 - c. Preparation of operation, maintenance, and staffing manuals.
 - d. Assist Owner with scheduling and obtaining training from equipment and system suppliers on how to operate and maintain project equipment and systems.
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
- 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work

or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
none
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements, not including preparation of the Environmental Report defined under Basic Services; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, but only if the Owner's request is made after completion of the Study and report Phase.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:

- a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- ~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner. [deleted]~~
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
- ~~20. Preparation of operation, maintenance, and staffing manuals. [deleted]~~
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or

Exhibit A – Engineer's Services

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obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~ Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$401,700 based upon full-time RPR services on a nine-hour workday, Monday through Friday, over a 14 month active construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2025) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

Exhibit E – Notice of Acceptability of Work.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)

DEC CERTIFICATION PAGE

PROJECT NAME: Wastewater Treatment Facility Phase 2 Headworks Upgrade
 PROJECT LOCATION: Burlington, Vermont
 APPLICANT & LOAN/GRANT NUMBER: RF1-247

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
1. Step 0 – Feasibility Study (Phase 2 WWTF Upgrades)		
2. Step I – Preliminary Engineering		
a. Preliminary Engineering Report Services		
b. Environmental Information Document Services		
c. Develop draft Basis of Design – Non CSO (to be incorporated in draft Preliminary Design Report)	\$145,400	NTE
d. Develop draft Basis of Design -CSO	\$21,000	NTE
e. Develop draft Basis of Design -Shared CSO/Non-CSO	\$32,300	NTE
f. Process Sampling Review (NON-STANDARD TASK)	\$17,300	NTE
g. Evaluate Main Influent Pumping System and North Intermediate Pumping System (NON-STANDARD TASK)	\$22,200	NTE
3. Step II – Final Design (Phase 1 WWTF Upgrades)		
a. Basis of Final Design and Final Design Plans and Contract Documents – Non CSO	\$618,600	NTE
b. Basis of Final Design and Final Design Plans and Contract Documents - CSO	\$30,500	NTE
c. Basis of Final Design and Final Design Plans and Contract Documents – Shared CSO/Non-CSO	\$75,700	NTE
d. Tertiary Treatment Coordination (NON-STANDARD TASK)	\$17,600	NTE
e. Hazardous Materials Survey Allowance (NON-STANDARD TASK)	\$15,100	NTE
4. Step III		
a. Bid Phase Services	\$43,700	NTE
b. Construction Phase Services	\$612,926	NTE
c. Resident Project Representative Services	\$389,700	NTE
d. Post Construction Phase Services	\$5,210	NTE
e. AIS Review/DB Wage Interviews (NON-STANDARD TASK)	\$41,844	NTE

5. Total Engineering Costs		
6. Construction Costs		
a. Contract 1		
b. Small Purchase		
7. Total Project Cost	\$2,077,120	
8. Total Bond Amount		

SCOPE OF SERVICES

The scope of services can be found in the following pages of the contract: _2 through 8 of Exhibit A_.

PROGRESS MEETING AND DELIVERABLES

DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract involves the following Step I deliverables and meetings. Percent Complete		
Approximate Meeting Schedule	Deliverables	
30%	June 2023	Draft Preliminary Design Report (Basis of Design) & 30% Plans, Final EID
60%	December 2023	60% Plans, Spec TOC, 60% Cost Estimate
90%	June 2024	90% Plans, Specs, Cost Estimate
Final	July 2024	Final Plans, Specs, Cost Estimate

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.

CONSULTING FIRM NAME

Wright-Pierce

06/06/2024

Engineer

Date

Jennifer Auster, PE – Project Manager

Name and Title

City of Burlington, Vermont

Owner

Date

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

Last Revised: 3/26/19

RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)

DEC CERTIFICATION PAGE

PROJECT NAME: Wastewater Treatment Facility Phase 2 Headworks Upgrade

PROJECT LOCATION: Burlington, Vermont

APPLICANT & LOAN/GRANT NUMBER: RF1-247

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
1. Step 0 – Feasibility Study (Phase 2 WWTF Upgrades)		
2. Step I – Preliminary Engineering		
a. Preliminary Engineering Report Services	\$420,000	NTE
b. Environmental Information Document Services		
c. Develop draft Basis of Design – Non CSO (to be incorporated in draft Preliminary Design Report)	\$145,400	NTE
d. Develop draft Basis of Design -CSO	\$21,000	NTE
e. Develop draft Basis of Design -Shared CSO/Non-CSO	\$32,300	NTE
f. Process Sampling Review (NON-STANDARD TASK)	\$17,300	NTE
g. Evaluate Main Influent Pumping System and North Intermediate Pumping System (NON-STANDARD TASK)	\$22,200	NTE
3. Step II – Final Design (Phase 1 WWTF Upgrades)		
a. Basis of Final Design and Final Design Plans and Contract Documents – Non CSO	\$618,600	NTE
b. Basis of Final Design and Final Design Plans and Contract Documents - CSO	\$30,500	NTE
c. Basis of Final Design and Final Design Plans and Contract Documents – Shared CSO/Non-CSO	\$75,700	NTE
d. Tertiary Treatment Coordination (NON-STANDARD TASK)	\$17,600	NTE
e. Hazardous Materials Survey Allowance (NON-STANDARD TASK)	\$15,100	NTE
4. Step III		
a. Bid Phase Services	\$43,700	NTE
b. Construction Phase Services	\$612,926	NTE
c. Resident Project Representative Services	\$389,700	NTE
d. Post Construction Phase Services	\$5,210	NTE
e. AIS Review/DB Wage Interviews (NON-STANDARD TASK)	\$41,844	NTE

5. Total Engineering Costs		
6. Construction Costs		
a. Contract 1		
b. Small Purchase		
7. Total Project Cost	\$2,497,120	
8. Total Bond Amount		

SCOPE OF SERVICES

The scope of services can be found in the following pages of the contract: _2 through 8 of Exhibit A_.

PROGRESS MEETING AND DELIVERABLES

DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract involves the following Step I deliverables and meetings. Percent Complete	Approximate Meeting Schedule	Deliverables
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Final	July 2024	Final Plans, Specs, Cost Estimate

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.

CONSULTING FIRM NAME

Wright-Pierce



06/06/2024

Engineer

Date

Jennifer Auster, PE – Project Manager

Name and Title

City of Burlington, Vermont

Owner

Date

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

Last Revised: 3/26/19

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Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Martin Lee
Wastewater Treatment Facility Headworks Improvements – Step III Loan Application
Title/Subject: and Consultant Contract Amendment

	Approval:	Meeting Date:
☒	Board of Finance	6/17/2024
☒	City Council	6/24/2024
☐	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	6/10/2024	Chapin Spencer
Mayor's Office informed and approved memo	Yes	6/12/2024	Erin Jacobsen
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	6/11/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	6/11/2024	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	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?	N/A	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

MEMORANDUM

TO: Board of Finance/City Council

FROM: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: June 17th, 2024

CC: Laura Wheelock, P.E., Division Director of Technical Services/City Engineer
Chapin Spencer, Director of Public Works.
Erik Ramakrishnan, Assistant City Attorney
Katherine Shad, Chief Administrative Officer

RE: Vermont Gas Systems Franchise Agreement

Request

The City of Burlington (City) and Vermont Gas Systems Inc. (VGS) are requesting approval to enter into a Franchise Agreement authorizing use of the public right of way for gas utility infrastructure operations and services.

The authority to require payment of franchise fees for companies enjoying the privilege of occupying city owned right-of-way space for profit, resides in Chapter 27-122 *Franchise Fees*, section (a) of Burlington City Ordinance, and City Charter 48 (XL).

Overview

The City of Burlington and VGS entered into an agreement in 1985 granting use of the public right of way for excavations related to gas utility operations. At that point in time the natural gas system network in Burlington was relatively new and rapidly expanding, resulting in more excavations than anticipated under the agreement.

The agreement was renegotiated in 1993 at the request of the City and was extended for a thirty year term via City Council resolution. The revised agreement established a fee schedule for annual payment in lieu of excavation permit fees and franchise fees. Payment collected annually from this agreement was allocated to the Street Capital Fund to recoup damage cost in street maintenance and repair.

This long-standing agreement expired on June 30, of 2023. Since that time, City staff and representatives from VGS have been involved in ongoing negotiations in forming conditions of a

new agreement. In lieu of a new agreement in place during FY 24, VGS has been paying excavation permit fees during the interim period.

Initially, City staff requested a franchise payment of 2.5% gross revenue as defined in BCO Ch. 27-122(a), section (2) for services such as natural gas, with established service rates on a cost-of-service basis.

VGS indicated a 2.5% annual gross revenue (Burlington specific) payment to the City would result in \$700,000 yearly payments. A drastic increase to cost-of-service would add significant rate pressure to customers, and could be detrimental to VGS efforts to decarbonize affordably. Comparatively, VGS provided \$92,367.26 in compensation to Street Capital during the final year of the prior agreement.

Following discussions, VGS provided a counter offer of \$200,000 annual payments starting in FY 25. VGS also agreed to annual adjustment for inflation by “Consumer Price Index- U-All Items Northeast Region” for the remaining term beginning in FY 26.

A five-year term is proposed for this agreement, yielding a projected total increase of over \$1 million collected from FY25-FY29, to the General Fund. Staff averaged the last five years of CPI data to estimate additional percent increases to the fee structure. Final amount of annual compensation will be based on CPI inflation metrics, and subject to change year to year.

Over the past decade, the City received a total of \$868,837.26 in compensation to Street Capital. Over the next five years, estimates predict a \$1,076,638.93 in compensation payable to the General Fund.

A comparable right-of-way payment from VGS to Vermont Electric Company (VELCO) was used to establish the baseline payments for the proposed agreement, as well as inflation comparisons to the original agreement payment in today's dollars amount. The proposed fee schedule is in the middle of utility franchise fee payments to the City.

Company Name	Amount Collected in FY24
Burlington Electric Company	\$1,199,169.27
DPW Water Resources	\$480,650.72
<i>Vermont Gas Systems</i>	<i>\$200,000</i>
Burlington Telecom	\$42,722.21
Vermont Telephone Co. (VTEL)	\$27.76

Unlike the original VGS/City agreement, this proposed agreement calls for a “pay as you go” excavation permit fee structure in addition to annual lump sum payments. VGS will be required to submit excavation permits to the City Excavation Inspector, and will be subject to the annually adjusted square foot use disturbance fee established in Burlington City Ordinance Ch. 27-30. Fees collected from excavation permits go to the Street Capital Fund.

As of today, the natural gas system network is largely built out in Burlington, with a focus on maintenance and repair rather than installation of new gas mainlines. VGS has also switched to directional drilling methods for new installations. Because of this, VGS has reduced the number

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of overall excavations performed in city right-of-way, reducing the need for compensation to Street Capital Fund.

Recommendation

The Department of Public Works is supportive of entering into this proposed Franchise Agreement between Vermont Gas Systems and the City.

Thank you for consideration of this request, please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

Attachment

- A. 1993 Resolution and Franchise/Express Agreement
- B. 2024 Agreement between City and VGS
- C. VGS Franchise Fees

Motions:

Board of Finance:

“To approve the Franchise Agreement between the City and Vermont Gas Systems Inc., in order to execute a new agreement through June 30, 2029, granting use of the City right-of-way for utility infrastructure and annual payments of franchise fees as detailed in the agreement; and, to recommend the Mayor to execute the Franchise Agreement in substantial conformity with the Agreement attached—subject to approval by the City Attorney’s Office—on behalf of the City of Burlington.”

City Council:

“To approve the Franchise Agreement between the City and Vermont Gas Systems Inc., in order to execute a new agreement through June 30, 2029, granting use of the City right-of-way for utility infrastructure and annual payments of franchise fees as detailed in the agreement; and, to authorize the Mayor to execute the Franchise Agreement in substantial conformity with the Agreement attached—subject to approval by the City Attorney’s Office—on behalf of the City of Burlington.”

Resolution Relating to

AUTHORIZATION FOR EXECUTION OF AGREEMENT
WITH VERMONT GAS SYSTEMS, INC.

RESOLUTION

Sponsor(s) Councilor
Aswad

Introduced: _____

Referred to: _____

Action: Passed

Date: 8/23/93

Signed by Mayor: _____

Attachment A

CITY OF BURLINGTON

In the year One Thousand Nine Hundred and Ninety-three
Resolved by the City Council of the City of Burlington, as follows:

WHEREAS, on December 18, 1985 the City and Vermont Gas
That Systems, Inc. (VGS) executed an agreement relating to
excavations by VGS within the City of Burlington street system;
and

WHEREAS, because of the level of excavations by VGS the
City requested to renegotiate the terms of the agreement; and

WHEREAS, as a result of negotiations between the parties a
new agreement has been prepared which, among other things,
increases the base annual payment by VGS to the City from
\$45,000.00 to \$56,000.00 subject to annual escalation in
accordance with the Consumer Price Index but subject to a 5%
annual adjustment; and

WHEREAS, the term of the agreement shall be 30 years
dating from July 1, 1993;

NOW, THEREFORE, BE IT RESOLVED that with the prior
approval of the Board of Finance the Honorable Mayor Peter
Brownell be and hereby is authorized to execute the agreement
to be dated August 24, 1993 on behalf of the City as per the
terms and conditions of such agreement.

lb\jem\RES\VTGASAGREE
8/17/93

*See earlier agreement
dated Dec. 18, 1985
in Public Works
K #1 file*

*See Joe's file
at So. Union St*

AGREEMENT

This Agreement dated August 24, 1993, is made by and between Vermont Gas Systems, Inc. ("Utility") and the City of Burlington, Vermont, acting by and through the City Council (the "City").

PRELIMINARY STATEMENT.

This Agreement shall be referred to herein as the "Agreement."

The Utility has a Charter, statutory authority and certificates of public good, authorizing it to provide gas service within Burlington. The City claims that the provisions of Section 48(XL) of the Burlington City Charter provide the City with the jurisdiction and authority to impose a Street excavation fee upon the Utility.

In this Agreement, the City agrees to assist the Utility in the expeditious completion of its future excavations, in consideration of the payment of certain sums of money to the City by, and certain other undertakings made to the City by, the Utility. All capitalized terms used in this preliminary statement shall have the meanings assigned thereto in Section 1.

This Agreement is not intended to address issues regarding property tax lawfully assessed by the City upon the Utility. Payments made under the terms of this Agreement shall have no effect upon, and shall not be affected by, imposition or collection of lawfully assessed property tax.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the Utility and the City hereby agree as follows:

SECTION 1. DEFINITIONS

1.01 "Agreement" shall mean this Agreement.

1.02 "Burlington" shall mean the geographic confines of the City of Burlington, Vermont.

1.03 "Charter" shall mean the Burlington City Charter, Act No. 298, Acts of 1949 as amended.

1.04 "City" shall mean the City of Burlington, Vermont, its City Council, and all political subdivisions of Burlington, Vermont, specifically including the Church Street Marketplace District and Marketplace District Commission.

1.05 A "Fiscal" year shall mean the twelve months which run from July 1 of a prior calendar year through June 30 of the stated calendar year -- e.g., Fiscal 1993, which began July 1, 1992, and ended June 30, 1993.

1.06 "Street" shall include the entire width between property lines of every way used for vehicular traffic and pedestrian travel which has become public by authority of the law, and such ways in public places other than highways as the public is permitted to use for vehicular and pedestrian traffic.

1.07 "Utility" shall mean Vermont Gas Systems, Inc., its successors and assigns.

1.08 "Percent Change" shall be the number determined according to Section 4.01(b)(1) of this Agreement.

SECTION 2. REPRESENTATION AND WARRANTIES

2.01 The City represents that it is duly organized, validly existing and in good standing under the laws of Vermont and has full power and authority to enter into this Agreement under the Charter and under the laws of Vermont.

2.02 The City represents that the persons executing and delivering this Agreement on the City's behalf are acting pursuant to proper authorization and that this

Agreement is the valid and binding obligation of the City, enforceable in accordance with its terms.

2.03 The Utility represents that it is a legally constituted entity, duly organized, validly existing and in good standing under the laws of Vermont, with full power and authority to enter into this Agreement.

2.04 The Utility represents that the persons executing and delivering this Agreement on behalf of the Utility are acting pursuant to proper authorization and that this Agreement is the valid and binding obligation of the Utility, enforceable in accordance with its terms.

SECTION 3. UNDERTAKINGS OF CITY

3.01 In consideration of the undertakings of the Utility set forth herein, the City hereby:

a. Agrees that the Utility can commence and complete excavations and installations in and above the Streets in Burlington without any payment to the City, or any district, department, commission, or other subdivision thereof, other than the payment provided under Section 4 of this Agreement and agrees to issue all permits required for said excavation and installation without further payment or condition.

b. Agrees that the City will use its best efforts to assist the Utility in the rapid inspection and completion of excavations within the Streets.

c. Agrees that, if the Utility makes reasonable efforts to complete an excavation within 15 days and reasonably informs the City that additional time is necessary to conclude its work, a reasonable extension shall be granted in writing, during which period the City shall offer any means of assistance legally available to effect such completion; it is understood that the City shall exercise judicious discretion

in reaching any decision to seek sanctions for alleged violations of these time provisions.

d. Without prejudice to either party's claims as to whether authorization is required, agrees that the Utility does not need to apply to the City Council for permission to install new mains which are less than one thousand linear feet long.

e. Agrees not to commence, apply for participation in, or to participate in, proceedings before the Vermont Environmental Commissions or Board, or the Vermont Public Service Board, or any court or other governmental forum, in relation to the Utility's excavation, use or occupation of Streets in Burlington.

3.02 In further consideration of the undertakings of the Utility set forth herein, the City agrees to accept the payments by the Utility specified in Section 4.01 of this Agreement as liquidated payments offered to and accepted by the City in full satisfaction, release and waiver of any losses, liabilities, claims, damages, rights or other entitlements that the City has had, now has or will have in respect of: (i) excavation fees and any other obligations arising out of the Utility's use or occupation of Streets in Burlington, including any additional use, occupation, excavation or patching fees, charges or claims arising out of any future use or occupation or future excavation of Streets in Burlington performed by the Utility; (ii) any fees due and payable from the Utility to the City pursuant to any provision, now or hereafter in effect throughout the term of this Agreement, of the Charter, or the Ordinances, Regulations or By-laws of the City in connection with the excavation of Streets in Burlington by the Utility, including any fees for Street excavation previously, presently or subsequently imposed by the Burlington City Council or ultimately set or established

in any judicial proceeding. The Utility and the City expressly agree that this Agreement, by providing for a liquidated payment of excavation claims, constitutes among other things an agreement as to the terms, conditions and regulations, including any sum of money that would be paid, for the use and occupation of the Streets in Burlington, within the meaning of Charter Section 48(XL) and Ordinance Section 27 as they are now in effect or hereafter amended, modified or altered, throughout the term of this Agreement.

3.03 In further consideration of the undertakings of the Utility herein, the City agrees to make its best efforts in facilitating the Utility's excavations of Streets in Burlington, and in locating the Utility's facilities outside the paved portion of the Streets in Burlington.

3.04 Further, the City agrees that the payments provided under Section 4.01 of this Agreement are in satisfaction of excavation fees claimed by the City as set forth in Section 3.02 above and that this Agreement constitutes an agreement in alteration and modification of any excavation ordinance requirement pursuant to §48(XL) of the Charter.

3.05 In further consideration of the undertakings of the Utility set forth herein, the City specifically covenants and agrees that the payments specified in Section 4.01 of this Agreement are in lieu of any other payments for the use or occupation of any Street in Burlington that may be required to be made, directly or indirectly, by the Utility to the City pursuant to any provision of the City's ordinances, the Charter or Vermont or federal law, and, specifically, the City acknowledges and agrees that such payments are in lieu of any excavation or other fees arising out of the Utility's use or

occupation of Streets in Burlington that might otherwise be payable under Vermont law or otherwise, after the execution of this Agreement.

3.06 In further consideration of the undertakings of the Utility set forth herein, the City also agrees that the Utility shall be entitled to maintain, repair, or replace pre-existing lines without change of depth. The City further agrees to arrive promptly for trench inspection purposes, and to accept the Utility's reasonable efforts to locate all existing Utility lines on maps prior to the issuance of excavation permits so long as generally accepted safety precautions are met, and otherwise to aid the Utility in order to expedite the Utility's work.

3.07 The City shall provide sufficient advance written notice of its annual pavement reconstruction schedule so that the Utility can make reasonable efforts to coordinate its pavement excavation as provided under Section 4.04 of this Agreement.

3.08 In further consideration of the undertakings set forth herein of this Agreement, the City shall use its best efforts to assist the Utility in the expeditious completion of all excavation throughout the term of this Agreement.

SECTION 4. UNDERTAKINGS OF UTILITY

4.01 In consideration of the undertakings of the City set forth herein, the Utility agrees to pay to the City as follows:

(a) \$56,000 annually for the thirty Fiscal years 1994 through 2023, adjusted according to the following subsection.

(b) Annually, beginning with determination of the annual payment due for Fiscal year 1995, the annual payment due shall be adjusted annually and fixed as follows:

- (1) Determination of "Percent Change." The "Consumer Price Index for All Urban Consumers (CPI-U): Selected Areas, all items index (1982-84=100)" table shall be consulted regarding "Northeast Urban, size C (50,000 to 500,000)" to determine the annual percent change between February of the current calendar year and the previous February. (If said index is discontinued, then reference shall be made to the "U.S. City average" set forth in the same table for the same period.)

The number so determined shall be the Percent Change, except that in the event that the Percent Change so determined exceeds "5.0" (or five percent), the Percent Change shall be limited to, and shall not exceed 5.0.

- (2) Annual Adjustment: The annual payment due for each Fiscal year beginning with Fiscal year 1995 shall be increased or decreased from the previous Fiscal year's annual payment due according to the Percent Change as annually determined in the preceding paragraph. The amount shall be rounded down to the highest dollar.

Examples:

Example 1: Determination of annual payment due for Fiscal year

X + 2: The annual payment due for Fiscal year X + 1 was \$1,000. The Percent Change from February X to February X + 1 was 4.3. Therefore, the annual payment due for

Fiscal year $X + 2$ will be \$1,043 (\$1,000, plus 4.3% of \$1,000).

Example 2: Determination of annual payment due for Fiscal year $X + 3$. The annual payment due for Fiscal year $X + 2$ was \$1,043. The Percent Change from February $X + 1$ to February $X + 2$ was -3.0. Therefore, the annual payment due for Fiscal year $X + 3$ will be \$1,012 (\$1,043, minus 3% of \$1,042 (\$30.29), or \$1,012.71 rounded down to the nearest dollar.)

Example 3: Determination of annual payment due for Fiscal year $X + 4$. The annual payment due for Fiscal Year $X + 3$ was \$1,012. The Percent Change from February $X + 2$ to February $X + 3$ was 6.7. Therefore, the annual payment due for Fiscal Year $X + 4$ will be \$1,062 (\$1,012, plus 5% of \$1,012 (or \$50.60), rounded down to the nearest dollar.

(c) The annual payment due for each of the second through thirtieth years of this Agreement shall be calculated in the above manner, annually.

(d) The Utility and the City both expressly intend and understand that the payments set forth herein are not determined based upon a multiple of square footage. As one feature of this intention and understanding, it is agreed that, during the term of this Agreement, (i) future increases or decreases in actual square footage or measurement of excavation, maintenance, repair, replacement, location, use or occupation regardless of methods of calculation and regardless of the minimal or maximal extent of such excavation, maintenance, repair, replacement, location, use or

occupation, shall not operate to increase or decrease the annual payments due; and (ii) neither party is relying upon representations by the other regarding the actual extent of any future excavation, maintenance, repair, replacement, location, use or occupation.

(e) The annual payments due shall be payable in halves, in arrears semi-annually, on or before the final day of each six-month period.

4.02 The Utility and the City agrees that no other fees shall be payable by the Utility to the City regarding occupancy, use or excavation of Streets in Burlington through June 30, 2023.

4.03 Based upon reasonable engineering and economic determinations, the City desires the Utility to locate its lines outside the paved portions of the Streets in Burlington. The Utility's choice of excavation locations shall be final, except that the Utility shall make best efforts to locate excavations outside the paved portions of Streets in Burlington and to minimize pavement excavation in the wheelpaths of Streets in Burlington wherever it shall be reasonably practical for the Utility to do so.

4.04 The Utility shall make all reasonable efforts to coordinate its pavement excavation with the City's schedule of pavement reconstruction work, as provided by the City under Section 3.08 of this Agreement.

4.05 The Utility shall perform the excavations, and shall backfill and patch its excavations. The Utility shall warrant, for a period of three years from the date of replacement, that the portions of Streets in Burlington that it replaces shall be free from substantial defects in workmanship and materials, and it shall replace at its own expense all substantially defective work upon reasonable request, within a reasonable period of time, provided that notice is received from the City within three years from the date any work or repair was last completed. The Utility will also promptly replace,

and warrant for a period of three years from the date of replacement, all grass in the so-called "greenbelt" sections of Streets (located between the sidewalk and paved portion of the Streets) which is torn up or otherwise destroyed as a result of excavations therein by the Utility; except that the Utility shall not be responsible for damage caused by others.

SECTION 5. TERM

5.01 The obligations of the City and the Utility under this Agreement shall be absolute and binding for thirty years from July 1, 1993 through June 30, 2023.

SECTION 6. WAIVER AND MODIFICATIONS

6.01 No party shall be deemed to have waived any right under this Agreement unless such party shall have delivered a written waiver signed by its duly authorized agent to the other party hereto. Any waiver of a right under this Agreement shall be narrowly construed and shall relate solely to the separate right and specific instance detailed in the written notice of waiver.

6.02 This Agreement may only be modified by a written instrument signed by duly authorized agents of both the City and the Utility.

SECTION 7. ASSIGNABILITY

7.01 The rights and duties of the City and the Utility shall be assignable or delegable by each party without the express written consent of the other, and this Agreement shall be binding upon the Utility's and the City's respective successors and assigns.

SECTION 8. REMEDIES

8.01 Each party acknowledges and agrees that this Agreement constitutes a settlement and compromise of any and all present and future matters and claims

between the Utility and the City relating to use or occupation of Streets in any respect whatsoever. Each party further acknowledges and agrees that it will not initiate and will vigorously oppose, any collateral attack upon this Agreement or upon any of the terms, conditions, or provisions contained herein in any action commenced in any court, tribunal, agency, board, commission, or other forum of the State of Vermont, the United States, or any other state or jurisdiction. Upon request, each party shall exercise its best efforts to support applications for, and obtain, any permits or approvals of any kind that may be required to effectuate the terms of this Agreement. It is understood and agreed that, in the event of a breach or threatened breach of the obligations of each party to this Agreement, this Agreement shall be enforceable by the other by an order of specific performance or injunction, whether mandatory or prohibitory.

8.02 This Agreement constitutes a new Agreement, that is intended and understood by both the Utility and the City as supplanting an "Agreement" between the Utility and the City, dated December 18, 1985, and recorded in Volume 329 on page 95 et seq. of Miscellaneous Volumes in the Burlington City Clerk's office. In the event that this Agreement is invalidated or voided in any material respect, it is the express intention of both the Utility and the City that the supplanted "Agreement" dated December 18, 1985, and recorded in Miscellaneous Volume 329 on page 95 et seq. shall again be effective and fully enforceable.

SECTION 9. INDEMNIFICATION

9.01 In recognition that this Agreement is intended in part to compensate the City for excavation fees and any other fees arising out of Utility's use or occupation of Streets in Burlington, the City releases, waives, indemnifies and holds the Utility harmless from any additional use, occupation, excavation or patching fees, charges, or

claims arising out of any use or occupation or future excavation of Streets in Burlington performed by the Utility during the term of this Agreement.

SECTION 10. ADDRESSES

10.01 All notices required to be given in writing hereunder shall be given to the respective parties at the following addresses or at such other addresses as the parties may designate in writing:

THE CITY

c/o The Mayor
City of Burlington
City Hall
Burlington, Vermont 05401

Copy to: Burlington City Attorney and Corporation Counsel
City Hall
Burlington, Vermont 05401

THE UTILITY

Vermont Gas Systems, Inc.
P.O. Box 467
Burlington, Vermont 05402-0467

Copy to: Paul, Frank & Collins, Inc.
P.O. Box 1307
Burlington, Vermont 05402-1307

SECTION 11. GOVERNING LAW

11.01 This Agreement, and all provisions hereof, shall be governed by and interpreted in accordance with the laws of the State of Vermont.

IN WITNESS WHEREOF, the parties have executed multiple originals of this Agreement as of the date set forth above.

CITY OF BURLINGTON

BY: Peter C Brownell
Name: Peter C. Brownell
Title: Mayor

VERMONT GAS SYSTEMS, INC

BY: John S Kimbell
Name: John S. Kimbell
Title: President

[cgoodr/rap/vgscity.cln]

FRANCHISE AGREEMENT
WITH VERMONT GAS SYSTEMS INC.

Vermont Gas Systems
85 Swift Street, South Burlington VT 05403

This agreement (this “Agreement”) is made as of _____, 2024 (the “Effective Date”) by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (the “City”) and Vermont Gas Systems, Inc., a Vermont domestic profit corporation with its principal offices at 85 Swift Street, South Burlington VT 05403 (hereinafter “VT Gas”). The City and VT Gas may be referred to hereinafter individually as a “Party” and jointly as the “Parties”; and

WHEREAS, VT Gas, a natural gas utility providing natural gas services within the City of Burlington, owns and operates a natural gas pipeline system within the City right of way (“System”) exercising the function of such company doing business within the City of Burlington by maintaining or using fixtures and other facilities in connection with such business on in over under of above any public street in the city of Burlington; and

WHEREAS, the occupation of the City’s right of ways requires approval of the Burlington City Council; and

WHEREAS, authority to enter into this Agreement exists in the City Charter and in Burlington City Ordinance 27-Article VI “Street Franchise Fees”, and the required approvals, clearance, and coordination have been accomplished from and within each Party;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and VT Gas enter into the following Agreement:

1. BACKGROUND

A. Consideration. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

B. Premises. The City owns property, including the street and sidewalk public rights of way

for all accepted streets within the municipality, and as noted on the Vermont Agency of Transportation Town Highway Map, and including sanitary and storm sewer systems and other municipally owned property associated therewith (the “ROW”).

- C. **Purpose.** This Agreement sets forth the terms and conditions for the requested use of the ROW.

2. **EFFECTIVE DATE AND TERM**

A. **Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement.

B. **Term.** This Agreement shall commence on the Effective Date and expire five (5) years from the date of execution, unless extended in writing by the City in the sole and absolute discretion of its City Council, and unless earlier terminated by the City as follows:

i. **Discontinued Use.** The City shall have the exclusive right to terminate this Agreement immediately should VT Gas or a subsequent owner discontinue use of the ROW, as set forth in Section 11, below.

ii. **Termination for Convenience.** At any time during the term of this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the VT Gas, not less than thirty (30) days prior to the termination date, of its intention to do so. VT Gas shall make no claim against the City by reason of such termination.

iii. **Breach.** The City shall have the right, in its sole discretion, to terminate this Agreement if VT Gas is in breach of this Agreement. The City shall provide thirty (30) days’ written notice in advance of the termination date.

- iv. **Termination.** Upon termination, VT Gas shall remove—at its own expense—all objects, materials, and other obstructions placed on the ROW. If VT Gas refuses to promptly remove such obstructions, the City may remove all such obstructions and the VT Gas shall be liable for all expenses of such removal.

3. **RIGHTS AND RESPONSIBILITIES**

- A. VT Gas may maintain, construct, repair, rehabilitate, and improve (collectively, to “Maintain,” or, when used as a noun, “Maintenance”) and operate the System for the benefit of its customers to serve within the municipality, subject to the terms and conditions set forth in this Agreement.
- B. Any and all Maintenance by VT Gas shall be subject to, performed pursuant to, and in compliance with, all applicable laws, including, without limitation, all governmental requirements, approvals, and permits required for such work. Any applicable fees for permits or other approvals required for such work shall be in addition to the fee set forth in Section 7 of this Agreement. This agreement does not in any way obligate any department or office of the City to approve any permit required for the work contemplated in this Agreement. The City shall act in good faith and use reasonable engineering standards in making its permitting decisions. Without limiting the generality of the foregoing:
 - a. VT Gas shall comply with all provisions of Burlington City Ordinance Code Chapter 27, including but not limited to, obtaining permits, permit bonds, providing insurance, and adhering to obstruction regulations.
 - b. VT Gas shall provide natural gas services meeting all safety and quality standards set by applicable laws and regulations. VT Gas shall take all necessary precautions to ensure public safety during the Maintenance and operation of the System.

- c. VT Gas is subject to any and all applicable permits, applicable permit fees, and permit conditions required by the City, including but not limited to applicable permits for land use, excavation, obstructions, storm water and building construction. Prior to the commencement of work, VT Gas must pay all permit fees and obtain all requisite governmental approvals and permits necessary to use and Maintain the conduit and the improvements benefiting from the System described herein. All work done and improvements made in connection with the conduit granted herein shall be completed in accordance with the governmental approvals and permits issued to VT Gas and shall be made at VT Gas's sole cost and expense. VT Gas shall restore the ROW, if disturbed, following any disturbance in accordance with all governmental regulations, permits and approvals, and such restoration shall be made at VT Gas's sole cost and expense.
- d. VT Gas shall, at all times, Maintain the System in good condition, and it shall not Maintain or use the System in a manner that results in or constitutes a public or private nuisance or waste. Nor shall it cause or allow a public or private nuisance or waste to occur through inaction, failure, or neglect.

4. **RELOCATION**

- A. This Agreement does not convey any property interest, estate, or vested or exclusive right in any property to VT Gas. The Parties agree and understand that the use and Maintenance of the ROW and other City property for municipal purposes and use for use by the travelling public are the paramount purposes for which such property exists, which shall have priority over VT Gas's use of the ROW. This Agreement does not diminish or negate any of VT Gas's existing rights as a property owner under common law or statute, or any of the City's existing rights as a municipality under common law or statute.

- B.** The Parties acknowledge and agree that the City Engineer or his/her designee may, at his or her reasonable discretion, at a future date determine that it is necessary to relocate utilities, including VT Gas's conduit, within and/or upon the City ROW for the proper Maintenance of the ROW, including the Maintenance of the street, sidewalks, water system, and storm water and/or combined sewer/storm water system located upon and within the ROW.
- C.** In the event of such a determination and upon reasonable written notice of no less than six (6) calendar months (except in cases of emergency), VT Gas shall relocate the conduit at its sole expense, subject to Section 3 of this Agreement.

5. MAINTENANCE & PERFORMANCE OF WORK

- A.** Except during Maintenance activities, VT Gas shall operate and use its infrastructure and the land needed to support it in a manner that does not impair the ROW.
- B.** At all times, VT Gas shall operate and Maintain its System and the land needed to support it, so as to protect pedestrians and vehicles traveling in the ROW or on adjacent property and the utilities and other property of third parties legally operating in the ROW.
- C.** VT Gas may enter onto the ROW to bore under, excavate, support, fill and otherwise take such actions as may be necessary or appropriate as required from time to time to ensure the structural integrity of the System pursuant to and in compliance with all applicable governmental requirements, approvals, and permits required for such work.
- D.** Prior to the commencement of any Maintenance within the ROW pursuant to this Agreement, VT Gas shall prepare and submit to the City a then current drawing of utilities located in and adjacent to the relevant portions of the ROW.
- E.** VT Gas shall institute and properly maintain a traffic control plan for all types of vehicles and for pedestrians such that said vehicles and pedestrians are protected from hazards and dangers emanating from the ROW and VT Gas's Maintenance in

and around it. VT Gas shall erect proper signage to redirect pedestrians safely from the ROW. VT Gas shall submit a traffic control plan for pedestrians, including a plan for signage, to the City's excavation inspector detailing the activities it shall take to control such pedestrian traffic. VT Gas shall take all additional reasonable activities requested by the City to control such pedestrian traffic. VT Gas shall submit a traffic control plan for vehicles, including a plan for signage, to the City's excavation inspector detailing the activities it shall take to control such vehicular traffic. VT Gas shall take all additional reasonable actions requested by the City to control such vehicular traffic or pedestrian traffic to provide collaboration or cooperation with adjacent projects. The City reserves the right to request modifications and alterations to the vehicular or pedestrian traffic control to ensure public safety throughout the duration of the project, with all costs borne by VT Gas to implement those changes.

- F.** In the exercise of its rights under this Agreement, VT Gas will perform all work in the ROW in a good and workmanlike manner, in conformance to the requirements of any and all permits and permit requirements required for such activity by the City. VT Gas shall perform all work so as to cause no unnecessary damage or disturbance to the City's lands or the utilities located therein or the public's rights in the ROW. In each and every instance, VT Gas shall restore each portion of the ROW disturbed by VT Gas's entry to the same and as good a state and condition as they were immediately prior to VT Gas's entry unless otherwise required by a permit or permit condition issued by the City concerning said work.
- G.** VT Gas agrees to respond to and repair unforeseen or undo damage or failure of the System. VT Gas agrees to respond to and complete all repairs to the System in a timely manner, and agrees to manage and negate any hazardous conditions that may occur from undo damage to the System. VT Gas shall take all reasonable precautions to protect the public from potential hazards resulting and emanating from the System due to activities related to the uses for which this conduit is permitted.

- H. VT Gas shall be responsible for the maintenance and associated repair of the street, sidewalk, and greenbelt on the System location until final pavement, concrete, and topsoil resurfacing occurs. VT Gas shall be responsible for all costs to restore these areas to a condition satisfactory to the City.
- I. If abandoned conduit or other natural gas transmission infrastructure is found located beneath any part of the ROW or other City-owned property, and if there is a reasonable probability that such conduit or other infrastructure was placed by VT Gas or affiliate or predecessor in interest of VT Gas or an affiliate, then upon the City's request, VT Gas shall, without unreasonable delay and at its sole cost and expense, remove said conduit and other infrastructure, subject to applicable laws, permit conditions, and the reasonable instructions of the City Engineer.

6. **RIGHT OF PROTECTION**

- A. Upon reasonable notice to the City, VT Gas shall have the right to enter upon the ROW from time to time for the purposes of the protection of the System, including but not limited to conducting inspections, surveys, preparing appraisals, conducting soils tests or engineering studies, and obtaining other information about the ROW.
- B. VT Gas's entry onto the ROW for the purposes set forth herein and its activities on the ROW as permitted herein shall occur at the sole risk of VT Gas. Without limiting the generality of the City's right to indemnification and defense under Section 10 of this Agreement, VT Gas shall indemnify, hold the City harmless, and defend the City from and against any and all claims, liens, damages, losses and causes of action which may be asserted by VT Gas or VT Gas's employees and agents or any third party as a result of any such entry, including reasonable attorney's fees. VT Gas's entry onto or testing of the ROW shall be conducted in a manner that minimizes any disturbance to the land and to the use and enjoyment of the ROW by the City or the public. Subsequent to completing said inspections, surveys and tests, VT Gas shall, at its sole expense, return the ROW as nearly as is

practicable to the same and as good a state and condition as they were immediately prior to VT Gas's entry unless otherwise required by a permit or permit condition issued by the City concerning said work.

- C. VT Gas shall provide post construction as-built drawings to the City, depicting in detail the final location and depth of conduit that is the subject of this agreement, within six (6) months of completion of construction.

7. **FEES**

VT Gas shall pay an annual franchise in amounts set forth in the schedule below. This fee shall be paid to the Burlington City Clerk-Treasurer's Office. This fee shall be in addition to any other applicable City fees, including but not limited to land use, excavation, obstruction, storm water, building permit or other permit fees (including, without limitation, excavation permit fees pursuant to Burlington City Code Section 27-30) associated with permits that VT Gas must obtain for the activities associated with this Agreement.

For fiscal year ending June 30, 2025: Two Hundred Thousand Dollars and No Cents (\$200,00.00);

For subsequent fiscal years during the term: the prior fiscal year's franchise fee increased by the increase in the Consumer Price Index for all Urban Consumers (Northeast Region) ("CPI-U") during the twelve (12) month period ending as of the April immediately preceding the start of the fiscal year. If the U.S. Department of Labor ceases to determine CPI-U as defined above, then the parties shall substitute a reasonable, similar measure of inflation.

8. **REMEDIES FOR FAILURE TO PERFORM**

Except as otherwise provided in this section, if VT Gas fails to perform its obligations hereunder as and when called for, then, after thirty (30) days' written notice by the City, VT Gas shall make payment to the City of reasonable compensation for the failure to perform. Upon failure to timely cure by VT Gas, City also shall have the right, in its sole discretion, to recover all amounts expended by the City in furtherance of the purposes and terms of this Agreement, and to pursue any further legal or equitable remedies provided by law, including specific performance, damages, and attorneys' fees and costs.

VT Gas shall not have the right to a thirty (30) days written notice for the failure to relocate or obtain the permits required in Section 3 hereof.

9. INSURANCE

Without limiting VT Gas's indemnification and defense obligations hereunder, VT Gas shall maintain in effect throughout the term of this Agreement workers' compensation insurance in amounts required by law and the following policies of insurance from insurers admitted in the state of Vermont and rated A:VII or higher by A.M. Best Co., insuring operations under this Agreement and VT Gas's use of City property:

- A.** Commercial General Liability (CGL) with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per aggregate;
- B.** Automobile coverage with a combined single limit of One Million Dollars (\$1,000,000) covering owned, non-owned, and hired vehicles;
- C.** Environmental liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per aggregate; and
- D.** Umbrella coverage covering all the foregoing policies with a minimum limit of Ten Million Dollars (\$10,000,000).

The policies shall be endorsed to waive subrogation against the City and to provide the City thirty (30) days' notice of cancellation, and the policies listed in Paragraphs A to D shall be endorsed to name the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees," singularly an "Indemnatee") as additional insureds on a primary, non-contributory basis.

Prior to execution of this Agreement, VT Gas shall furnish the City with certificates of insurance and endorsements demonstrating compliance with this Section, to the City's reasonable satisfaction. It is the responsibility of VT Gas to ensure that a current certificate of insurance is on file with the City at all times.

10. INDEMNIFICATION

VT Gas agrees to indemnify, defend, and hold the Indemnitees harmless and free from any and all claims, suits, liabilities, injuries, damages, causes of action, liens, fines, penalties, or costs (including attorneys' fees and costs) of any kind or nature whatsoever (collectively, "Claims") arising from or relating to its operations under this Agreement and its use of City property, excepting Claims arising from an Indemnatee's own gross negligence or willful misconduct. VT Gas agrees to make no claim against the City or any Indemnatee for any loss or damage caused by the City's use or Maintenance of the ROW, unless caused by the gross negligence or willful misconduct of the City.

11. REVOCATION

Notwithstanding any other provision hereof, this Agreement shall be revoked immediately without notice in the event VT Gas discontinues the use of the conduit. Upon revocation, VT Gas must remove at its own expense the conduit and any appurtenances thereto. If VT Gas refuses promptly to remove the conduit and any appurtenances thereto, they may be removed by the City and VT Gas shall be liable for all reasonable expenses of such removal.

12. ASSIGNMENT OF RIGHTS

VT Gas shall not sell or assign its rights pursuant to this Agreement or permit the use of the ROW or any part thereof by any other entity without the express prior written consent of the City. Any unauthorized action in violation of this Section shall be voidable, and shall, after thirty (30) days' written notice to VT Gas, terminate VT Gas's rights (and those of any unauthorized assignee) pursuant to this Agreement. Notwithstanding the foregoing, and without releasing VT Gas from any obligation hereunder, VT Gas's obligations hereunder shall inure to any assignee, whether the assignee has been properly approved in advance by the City.

13. MISCELLANEOUS PROVISIONS

- A.** The Parties are independent contractors, such that neither Party is the agent or principal of the other. By entering this Agreement, the Parties do not intend to create a partnership, joint venture, or similar enterprise.
- B.** There are no third-party intended beneficiaries of this Agreement.
- C.** This Agreement shall not be construed against its drafter.
- D.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings relating to the same, whether written, oral, or implied.
- E.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in force to the extent necessary to effectuate the original intent of the parties as possible.
- F.** No waiver of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision. This Agreement may not be amended except in a writing signed by both parties.

- G.** This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law.
- H.** Neither Party shall file any litigation arising from this Agreement without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.
- I.** In case of any litigation arising from this Agreement, the prevailing Party shall be entitled to attorneys' fees and costs.
- J.** Any notice required under this Agreement shall be delivered to the other Party by personal delivery, deposit in the U.S. mail (first-class postage prepaid), overnight delivery by reputable courier, or electronic means. Notice by personal delivery shall be deemed given upon receipt. Notice by mail shall be deemed given three (3) days after deposit in the mail. Notice by overnight courier shall be deemed given one (1) day after deposit with the courier. Notice by electronic means shall be deemed given upon written acknowledgment of receipt. Unless changed by notice, notices shall be given to the City at the headquarters of its Public Works Department and to VT Gas at the address in the opening paragraph.
- K.** This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile of this Agreement shall be treated as an original. The signatories of this Agreement represent and warrant their authority to bind their respective parties hereto.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF BURLINGTON

Witness

By: _____
Emma Mulvaney-Stanak, Mayor
Duly Authorized Agent

VT GAS SYSTEMS INC.

Witness

By: _____
Duly Authorized Agent

Attachment C

Vermont Gas Systems Franchise and Express Fees									
Payments Received to Street Capital FY13 to FY23					Projected Franchise Fee Payments to General Fund FY 25 to FY 29				
					Actual Excavation Permit Fees Waived Under Prior Agreement				
Fiscal Year	Date Deposited	Amount	Journal #	Annual Payment	Fiscal Year	Annual Payment	Fiscal Year	Annual Permit Fees	
1993 Original Payment	N/A	\$ 56,000.00	N/A	\$ 56,000.00					
					2025	\$ 200,000.00	2022	\$9,315.25	
2013	12/10/2012	\$ 41,860.00	2013-00005936		2026	*CPI- U Northeast Index applied (3.6% avg. annual increase from 2018-2023)	2023	\$ 12,518.76	
	6/13/2013	\$ 41,860.00	2013-00009642	\$ 83,720.00	2027		July 1 2024-March 1 2024	\$ 4,906.82	
2014	1/10/2014	\$ 42,027.00	2014-00005591		2028				
	6/17/2014	\$ 42,027.00	2014-00008742	\$ 84,054.00	2029				
2015	12/19/2014	\$ 42,573.00	2015-00004951		Total Revenue	\$ 1,074,638.93			
	6/16/2015	\$ 42,573.00	2015-00010872	\$ 85,146.00					
2016	1/14/2016	\$ 41,977.00	2016-00006575						
	6/17/2016	\$ 41,977.00	2016-00012244	\$ 83,954.00					
2017	1/17/2017	\$ 42,229.00	2017-00006987						
	6/23/2017	\$ 42,229.00	2017-00012054	\$ 84,458.00					
2018	12/26/2017	\$ 43,285.00	2018-00004618						
	6/25/2018	\$ 43,285.00	2018-00010137	\$ 86,570.00					
2019	1/14/2019	\$ 44,081.50	2019-00005417						
	5/31/2019	\$ 44,081.50	2019-00009415	\$ 88,163.00					
2020	12/9/2019	\$ 44,566.50	2020-06004401						
	6/3/2020	\$ 44,566.50	2020-12008997	\$ 89,133.00					
2021	3/17/2021	\$ 45,636.00	2021-00005641						
	7/12/2021	\$ 45,636.00	2022-00001437	\$ 91,272.00					
2022	7/29/2022	\$ 92,367.26	2023-00000972	\$ 92,367.26					
			Total Payment FY13 to FY23	\$ 868,837.26					

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Caleb Manna

Title/Subject: Vermont Gas Systems Franchise Agreement

	Approval:	Meeting Date:
☒	Board of Finance	6/17/2024
☒	City Council	6/24/2024
☐	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	6/11/2024	Chapin Spencer
Mayor's Office informed and approved memo	Yes	5/8/2024	Joe Magee
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	Yes	6/3/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/10/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	6/11/2024	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?	Yes	Franchise Agreement
Additional Materials, if necessary	Yes	Financial spreadsheet
Draft Resolution or Motion?	Yes	Motion in memo
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

Resolution Relating to

APPROVING THE ISSUANCE OF GRANT ANTICIPATION
NOTES FOR THE COSTS OF CERTAIN AIRPORT
IMPROVEMENT PROJECTS

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, the City of Burlington (the “City”) owns and operates the Burlington International
2 Airport (the “Airport”); and

3 WHEREAS, the City anticipates the receipt of federal grants from the Federal Aviation Administration
4 (the “FAA”) for certain airport improvement projects, which, together with current grants from the FAA, total
5 at least \$10,000,000 (the “Grants”); and

6 WHEREAS, the City will implement the airport improvement projects pending the receipt of the
7 Grants and will receive reimbursement from the FAA under the Grants; and

8 WHEREAS, the City Council, pursuant to 24 V.S.A. § 1773(c), may undertake temporary loans in
9 anticipation of the receipt of grants-in aid from any source, for a period of not more than one year, and may
10 refund and renew outstanding temporary loans by the issuance of a new note or notes dated before the date the
11 total grant-in-aid is received;

12 NOW, THEREFORE, BE IT RESOLVED that the City shall issue grant anticipation notes, secured by
13 the Grants, in one or more series, in an aggregate principal amount not to exceed \$10,000,000 (the “Notes”),
14 for the object and purpose of financing the costs of the Airport Improvement Projects that are the subject of
15 the Grants. The Notes shall be secured by a pledge of the Grants as payment therefore and shall mature less
16 than one year from the date of issuance thereof. The Notes may further be payable on a subordinate basis,
17 from net revenues of the Airport, to the extent legally permissible under the Airport General Bond Resolution
18 adopted May 6, 1997 (as supplemented and amended to date). The Notes may be issued on a draw-down line
19 of credit basis; and

20 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of
21 Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized and empowered
22 to execute and deliver (subject to review and approval by the City Attorney): (i) the Notes on behalf of the
23 City, in such form and with such terms as they deem necessary or convenient and in the City’s best interest,
24 (ii) one or more security, pledge and loan agreements as may be requested by the financial institution

25 purchasing the Notes, and (iii) all other documents and instruments necessary or convenient in connection
26 with the issuance of the Notes and/or the receipt of the Grants.

27

28

29 TM/Resolutions 2024/*Approving the Issuance of Grant Anticipation Notes for the Cost of Certain Airport Improvement Projects*

30 June 17, 2024



OFFICE OF THE CLERK/TREASURER City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

To: Board of Finance & City Council
From: Brad Kukenberger, Director of Finance/Darlene Bayko, Asst Director of Finance
Marie Friedman, CPA, Chief Financial Officer, Burlington International Airport

Date: June 17, 2024 Board of Finance, & June 24, 2024 City Council
Action: Action
RE: \$10,000,000 Airport Grant Anticipation Note (GAN)

Executive Summary

The Airport needs temporary financing in anticipation of funding that is obligated under the current twenty-three Federal Aviation Administration (FAA) Grants. These grants cover many projects including runway and taxiway improvements, terminal apron rehabilitations, noise mitigation measures for residences and residential sound insulation, building a new apron, a new passenger boarding bridge and updating the noise exposure map. The proposed Grant Anticipation Note is secured by a pledge of the Grants, and not the Full Faith and Credit of the City, and will have a maturity of less than one year from the date of issuance. The FAA acknowledges that projects approved under their grants may need financing and allows that any interest incurred using a GAN borrowing is 100% reimbursable. Please note that this is the same Grant Anticipation Note that was approved last year, this is just a renewal.

Logistics

The City of Burlington (the "City") is planning to renew a Grant Anticipation Note (the "Note") for Burlington International Airport (the "Airport"). Under 24 V.S.A. § 1773(c), a municipal corporation may, upon resolution of its legislative branch, issue revenue anticipation notes in anticipation of the receipt of grants-in-aid. The proceeds from such grant anticipation notes must be used for the purpose and projects contemplated by the grants. The grant anticipation notes cannot mature more than one year from the date of the note, but may be refunded and renewed. State law allows such grant anticipation notes to be refunded and renewed from time to time prior to receipt of the underlying grant.

The Note is secured by a pledge of the Grants, and not the Full Faith and Credit of the City, and will have a maturity of less than one year from the date of issuance. The FAA allows 100% of GAN interest to be reimbursed under the Passenger Facility Charge program (PFC) through an application process. The Airport uses the City accounting system to track all interest paid under the GAN. Therefore, any interest incurred is eligible to be fully funded by PFC revenues.

History

The City has previously entered into many Airport Improvement Program (AIP) Grant Agreements (the "Grants") with the U.S. Department of Transportation, Federal Aviation Administration, and have been previously approved by the Board of Finance and City Council for certain airport improvement projects. The proceeds from the Note are to be used to implement these projects, and in turn, the City expects to be reimbursed from the Grants.

Issuing the Grant Anticipation Note

The accompanying Resolution provides for the issuance of the Note in an amount up to \$10,000,000. This will be used for financing temporary loans in anticipation of current FAA Grants. The Airport currently has twenty-three open FAA grants which equates to \$19 Million in upcoming expenditures. The Airport also anticipates receiving up to \$53 Million in additional grants during the upcoming year.

The Resolution authorizes the Mayor, the City's Chief Administrative Officer, and the Director of Financial to execute and deliver the Note, any security, pledge and loan agreements that may be required by the financial institution purchasing the Note, and any other agreements related to the Note or the Grants that may be necessary. As the source of payment is from the FAA, the Note will not be eligible for issuance as a tax-exempt obligation.

Board of Finance Motion: To approve, and recommend that Council approve, the attached resolution.

City Council Motion: To approve the attached resolution.

Board of Finance and City Council Submission ChecklistBrad Kukenberger, Director
Financial/Darlene Bayko, Asst.Department: Clerk Treasurer Office Submitter: Director of FinanceTitle/Subject: \$10,000,000 Airport Grant Anticipation Note (GAN)

	Approval:	Meeting Date:
☒	Board of Finance	6/17/2024
☒	City Council	6/24/2024
☐	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	6/12/2024	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	06/13/2024	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	6/12/2024	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	6/12/2024	Click or tap here to enter text.
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	Choose an item.	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?	Choose an item.	Click or tap here to enter text.

TO: City of Burlington, Board of Finance
City of Burlington, City Council

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering, and Sustainability

DATE: June 17, 2024

SUBJECT: Request to Execute a Construction Manager at Risk (CMAR) Contract with Engelberth Construction, Inc (ECI) for Project NexT the North Concourse Replacement Project, to accept and execute a Federal Aviation Administration (FAA) Grant Application and accept and execute a Northern Borders Regional Commission (NBRC) grant for design, construction manager at risk coordination and selection, pricing, construction inspection and construction of the North Concourse Replacement Project "Project NexT".

REQUEST

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks approval and authorization:

1. To Execute a Construction Manager at Risk (CMAR) Contract with Engelberth Construction, Inc (ECI) for Project NexT the North Concourse Replacement Project.
2. To approve and recommend to the Board of Finance and City Council to accept and execute a Federal Aviation Administration ("FAA") grant application for design, construction manager at risk coordination and selection, pricing, construction inspection and construction of the North Concourse Replacement Project "Project NexT".
3. To approve and recommend to the Board of Finance and City Council to accept and execute a Northern Borders Regional Commission (NBRC) Grant for utilization of domestic construction materials (Mass Timber) in construction of the North Concourse Replacement Project "Project NexT".

EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED

1. Project Summary:

Project NexT - North Concourse Replacement Project includes new concourse replacement (approximately 25,000 SF of new gross floor area on the second level, with the first level available for storage); removal of the existing dated concourse; four (4) new aircraft gate replacements; four (4) new passenger boarding bridge replacements, new passenger circulation and hold room space.

Furthermore, integral to this project is the addition of a third floor dedicated to office space, catering to airport administration needs, alongside a versatile public event and observation area. This space will boast both indoor event facilities and outdoor patio areas, offering a dynamic experience for visitors, guests, and events.

This ambitious project is not just about accommodating larger aircraft and boosting passenger capacity; it's about ushering our terminal into the future with modern amenities tailored to meet the demands of the next generation of travelers.

The urgency and significance of replacing this terminal cannot be overstated. As the beating heart of our busiest terminal area, its seamless operation is fundamental to the overall success and efficiency of our airport. By prioritizing this vital upgrade, we are not only ensuring smoother, safer operations but also enhancing the overall experience for travelers passing through our gates.

As we embark on this transformative journey, we remain steadfast in our commitment to delivering a world-class terminal that not only meets but exceeds the expectations of our passengers and stakeholders. With each milestone achieved, we move one step closer to realizing our collective vision of a modern, efficient, and passenger-centric airport experience.

In line with our forward-thinking vision and mission at Leahy BTV, sustainability lies at the core of this new development. The design incorporates a myriad of elements aimed at minimizing environmental impact.

The project consists of the construction and demolition and removal of the existing outdated north concourse and the construction of the new north terminal concourse, Project NexT. The outdated area would then be used for airport apron, allowing additional space between the terminal building and Taxiway Alpha. Currently the dimensions of this apron between building and active taxiways is far too small to allow the appropriate sized aircraft to park, resulting in unusable gate/apron space for the majority of the commercial aircraft utilized by our partner airlines requiring access.

2. Benefits Anticipated:

This upgrade will provide the much-needed shift to the new north concourse. This will provide a significant level of comfort and safety where passengers have adequate room to wait for their flight. The interior of the new building will be designed according to FAA standards and provide the space needed for passenger quantities and future forecast, which currently does not exist, for all of the aircraft sizes that use Leahy BTV.

This project as mentioned above includes the demolition of the existing North Concourse, which causes encroachment on the Taxiway Alpha safety areas when aircraft are maneuvering into and out of their gate positions. The Terminal expansion will be located 150'+ farther from Taxiway Alpha, thus improving airfield safety.

PROJECT APPROACH

Jacobs Engineering Group (JEG) was selected to provide the design and construction inspection services through the Airport's selection process by meeting standards by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all airport improvement projects (AIP) grant funded projects. For FAA AIP projects a qualification-based process with an independent fee estimate (IFE) is completed for projects. Anything over \$100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed a record of negotiations (RON) is completed if needed, dependent in the results IFE.

After a diligent qualifications review process with 5 proposers, Engelberth Construction was selected as the Construction Manager at Risk (CMAR). A maximum guaranteed construction price will be agreed to.

FUNDING:

The funding is anticipated from the FAA through the typical Airport Improvement Program (AIP) process, with the funds coming from a Federal Fiscal Year 2023 Congressional Directed Spending Bill (CDS) appropriation which provides 90% funding once the project is bid and grant offer received. As a reminder, the original \$34 Million Congressionally Directed Spending (CDS) grant was authorized for acceptance by the Airport Commission, Board of Finance and approved by the City Council on March 25, 2024. This grant, plus the additional \$7,960,801 will fund the majority of Project Next. The remaining 10% is the local share which will be supplemented with Passenger Facility Charges (PFC) and a portion of ineligible costs will be funded with local airport funding. It is expected at this time that the CDS appropriation will cover the majority of the existing terminal removal and new terminal construction. It is anticipated at this time that additional funds will be needed from the Airport Terminal Program (ATP), an additional CDS request with the final back up to use a portion of the

Bipartisan Infrastructure Legislation (BIL) appropriation. At this time, the Airport has a total of approximately \$16 million remaining in BIL appropriations. The project progression will be:

1. Existing Terminal Removal and New Terminal Construction
2. New Passenger Boarding Bridges (PBB)
3. Apron Improvements for new PBB aircraft location – Gate 1
4. Existing Terminal Second Floor Renovation

It should also be noted that we have applied for funding assistance from the Northern Borders Regional Commission (NBRC) for utilization of domestic mass timber construction materials.

PROPOSED MOTIONS:

Board of Finance

1. “To approve and recommend that the City Council authorize the Director of Aviation to execute a Construction Manager at Risk (CMAR) contract with Engelberth Construction Inc. in the amount of up to \$47,931,525.00 with a 15% contingency totaling up to \$55,121,253.80, as allowed by the grant for the construction of Project NeXT – North Concourse Replacement Project, subject to review and approval of the City Attorney’s Office.”
2. “To approve and recommend that the City Council authorize the Director of Aviation to execute an additional grant from the Federal Aviation Administration to accept an amount up to \$6,922,436, with a 15% contingency, totaling up to \$7,960,801.40, as allowed under the grant, for design, construction manager at risk coordination and selection, pricing, construction inspection and construction of the North Concourse Replacement Project “Project NEXT” Grant Application 2, subject to review by the City Attorney’s Office.”
3. “To approve and recommend to the City Council to accept and execute a Northern Borders Regional Commission (NBRC) Grant in the amount of up to \$1,778,400.00 for utilization of domestic mass timber construction materials in construction of the North Concourse Replacement Project “Project NEXT”, subject to review by the City Attorney’s Office.”

City Council

1. "To approve and authorize the Director of Aviation to execute a Construction Manager at Risk (CMAR) contract with Engelberth Construction Inc. in the amount of up to \$47,931,525.00 with a 15% contingency totaling up to \$55,121,253.80, as allowed by the grant for the construction of Project NeXT – North Concourse Replacement Project, subject to review and approval of the City Attorney's Office."
2. "To approve and authorize the Director of Aviation to execute an additional grant from the Federal Aviation Administration to accept an amount up to \$6,922,436, with a 15% contingency, totaling up to \$7,960,801.40, as allowed under the grant, for design, construction manager at risk coordination and selection, pricing, construction inspection and construction of the North Concourse Replacement Project "Project NEXT" Grant Application 2, subject to review by the City Attorney's Office."
3. "To approve and accept and execute a Northern Borders Regional Commission (NBRC) Grant in the amount of up to \$1,778,400.00 for utilization of domestic mass timber construction materials in construction of the North Concourse Replacement Project "Project NEXT", subject to review by the City Attorney's Office."

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon
Project Next Grant Acceptance, Construction Manager at Risk (CMAR) Contract and Mass
Title/Subject: Timber Grant Acceptance

	Approval:	Meeting Date:
☒	Board of Finance	6/17/24
☒	City Council	6/24/24
☐	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	5/23/2024	N. Longo
Mayor's Office informed and approved memo	Yes	6/13/2024	E. Jacobsen
Board/Commission, if required	Yes	6/5/2024	
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	6/13/2024	E. Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	6/3/2024	K. 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	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.



OFFICE OF THE CLERK TREASURER
City of Burlington
City Hall, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000
Fax (802) 865-7014

To: Board of Finance
From: Bradley Kukenberger, Director of Finance, Clerk Treasurer's Office
Date: June 17, 2024
Subject: Monthly Financial Review – Budget to Actual as of April 30, 2024

Assessment and Projections

- **Current Status as of April 30**
 - The General Fund is tracking under budget for both revenues and expenditures as of April 30th, 2024. As a barometer, April 30th is 83% of the time of the fiscal year.
 - Revenues: \$75,418,715.20 (75%)
 - Expenditures: \$79,215,891.81 (79%)
- **Projection for June 30**
 - Projecting through the end of the year, however, General Fund Revenues are expected to catch-up and marginally surpass General Fund Expenditures, we forecast ending the year with a \$234,852.98 surplus.
 - Projected Revenues: \$96,468,509.84
 - Projected Expenditures: \$96,233,656.87
 - Based on historical trends, May and June are the highest grossing months for City GF Revenues, while Expenditures remain relatively stable throughout the fiscal year.

Revenue Category	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	% Used/Rec'd	Projected Revenue	Prior Year Total
Tax & Tax Equivalents	\$66,636,101.00	\$25,000.00	\$66,661,101.00	\$54,421,597.87	82%	\$67,637,457.28	\$62,955,557.03
PILOT, Dev Fees, FFS	\$8,033,488.00	\$25,000.00	\$8,058,488.00	\$6,708,138.89	83%	\$8,058,488.00	\$7,428,737.85
Property Taxes	\$48,037,613.00	\$0.00	\$48,037,613.00	\$40,778,161.32	85%	\$48,933,793.58	\$45,349,605.68
Sales Tax Equivalents	\$10,565,000.00	\$0.00	\$10,565,000.00	\$6,935,297.66	66%	\$10,645,175.70	\$10,177,213.50
Direct	\$13,404,338.00	\$126,181.00	\$13,530,519.00	\$10,293,133.18	76%	\$13,175,210.47	\$12,569,332.54
FFS & Sales	\$13,404,338.00	\$126,181.00	\$13,530,519.00	\$10,293,133.18	76%	\$13,175,210.47	\$12,569,332.54
Non-Receipts	\$12,055,149.58	\$156,845.00	\$12,211,994.58	\$4,321,183.26	35%	\$7,437,349.09	\$7,278,902.07
Budget Balancing	\$4,784,424.00	(\$193,750.00)	\$4,590,674.00	\$0.00	0%	\$0.00	\$3,503.88
Intra-City Xfers	\$7,270,725.58	\$350,595.00	\$7,621,320.58	\$4,294,179.76	56%	\$7,402,784.61	\$7,257,789.69
Pass-Through	\$0.00	\$0.00	\$0.00	\$27,003.50	0%	\$34,564.48	\$17,608.50
Ancillary	\$5,517,326.00	(\$795,684.00)	\$4,721,642.00	\$4,572,228.55	97%	\$5,601,692.34	\$6,227,028.20
Fines & Penalties	\$1,853,000.00	\$0.00	\$1,853,000.00	\$1,508,582.98	81%	\$1,930,986.21	\$1,716,733.63
Investments & Savings	\$1,631,678.00	(\$200,000.00)	\$1,431,678.00	\$1,977,412.21	138%	\$2,531,087.63	\$3,374,500.28
Leases & Rent	\$1,018,146.00	\$0.00	\$1,018,146.00	\$991,332.97	97%	\$1,018,146.00	\$1,075,928.00
Miscellaneous	\$1,014,502.00	(\$595,684.00)	\$418,818.00	\$94,900.39	23%	\$121,472.50	\$59,866.29
Charity	\$3,551,506.36	\$249,741.00	\$3,801,247.36	\$1,686,502.67	44%	\$2,616,800.65	\$3,029,441.32
Contributions, Donations, Gifts	\$905,750.00	\$140,970.00	\$1,046,720.00	\$716,566.58	68%	\$917,205.22	\$912,503.21
Foundations & Grants	\$2,645,756.36	\$108,771.00	\$2,754,527.36	\$969,936.09	35%	\$2,616,800.65	\$2,116,938.11
Revenue Total	\$101,164,420.94	(\$237,917.00)	\$100,926,503.94	\$75,294,645.53	75%	\$96,468,509.84	\$92,060,261.16
Expenses Category	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	% Used/Rec'd	Projected Expenses	Prior Year YTD
PER SERVICES - Personnel Services	\$61,484,486.73	(\$284,805.00)	\$61,199,681.73	\$49,059,879.79	80%	\$59,363,691.28	\$45,211,061.53
CAPITAL EQUIP - Capital Equipment	\$547,737.00	\$82,801.00	\$630,538.00	\$213,845.42	48%	\$256,614.50	\$866,757.62
GEN OPER - General Operating	\$15,998,375.00	(\$179,524.00)	\$15,818,851.00	\$10,377,890.51	73%	\$12,453,468.61	\$10,755,446.52
REG PROGRAM - Regional Programs	\$4,046,123.00	\$20,450.00	\$4,066,573.00	\$2,720,745.97	80%	\$3,944,575.81	\$2,583,076.05
FRINGE - Fringe Benefits	\$57,390.00	\$0.00	\$57,390.00	\$80,601.13	140%	\$99,791.88	\$69,076.13
DEBT - Debt Service	\$7,097,110.00	\$0.00	\$7,097,110.00	\$7,256,899.68	102%	\$8,708,279.62	\$6,259,393.57
INTERFUND - Interfund	\$11,933,200.00	\$0.00	\$11,933,200.00	\$9,506,029.31	80%	\$11,407,235.17	\$9,668,219.14
Expense Total	\$101,164,421.73	(\$361,078.00)	\$100,803,343.73	\$79,215,891.81	79%	\$96,233,656.87	\$75,413,030.56
						\$234,852.97	Projected Surplus/(Deficit)

Glossary for Revenue Categories

Classes	Description	
Tax & Tax Equivalents	Taxes, and fees received from entities that don't pay taxes to cover public services	
Direct	Direct sales of goods or collection of fees for providing services to the public	
Non-Receipts	No actual cash/payment is made; these are typically intra-city transfers or budget balancing entries	
Ancillary	Revenue generated secondary to the city's primary operations; typically by utilizing cash flow for investment or savings	
Charity	various forms of gifts and grants	
Types	Grouped In Class...	Description
Property Taxes	Tax & Tax Equivalents	Taxes assessed based on a percent of the value of property
Prop Tax Equivalents	Tax & Tax Equivalents	Fees meant to cover the cost of public services that would ordinarily be covered by property taxes
Sales Tax Equivalents	Tax & Tax Equivalents	Taxes assessed based on a percent of sales made
FFS & Sales	Direct	Direct sales of goods or services to the public, fees, licenses, permits
Intra-City Xfers	Non-Receipts	Interdepartmental and Interfund transfers for services between departments
Budget Balancing	Non-Receipts	Use of Fund Balance
Pass-Through	Non-Receipts	Funds collected and passed on for insurance, benefits, etc. (employee deductions, direct reimbursements from enterprise funds, etc.)
Leases & Rent	Ancillary	Leasing or renting City buildings (generally for a period of 1 year or longer, not short-term rental)
Fines & Penalties	Ancillary	Various assessments for failure to comply with City rules or make timely payments
Miscellaneous	Ancillary	Any revenue that doesn't fit in another listed category
Investments & Savings	Ancillary	Interest earned on investments and savings through purchasing arrangements, rebates, reimbursements
Foundations & Grants	Charity	Generally larger funds given regularly by non-profit &/or government organizations with specific criteria for use
Contributions, Donations, Gifts	Charity	Generally smaller or intermittent/one-off funds given by individuals or corporations for general operation purposes

Review of Largest Departments

Non-Departmental

Revenues						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Non-Departmental	69,732,315.00	25,000.00	69,757,315.00	56,173,189.89	58,131,095.83	(1,957,905.94)
				80.53%		
Expenses						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Non-Departmental	20,619,588.00	25,000.00	20,644,588.00	18,206,983.45	17,203,823.33	1,003,160.12
				88.19%		

- The below-target revenue figures in the Non-Departmental budget are driven primarily by Local Option Sales Tax and Gross Receipts. The Local Option Tax is paid to Burlington by the State in quarterly payments and is expected to be on target by the end of FY2024 (the last quarterly payment is not received until August). Gross Receipts is tracking approximately 5% below budget, but the FY24 budget included an additional amount to account for the eclipse and those revenues will not be recognized until the City reviews the accounts as of May 31.
- Non-Departmental expenditures are largely one-time payments made throughout the course of the fiscal year – such as Debt Service payments. While expenditures appear to be above targets for April 30th, many known, one-time costs are already paid out. Non-Departmental expenditures are expected to be within the FY24 budget at the end of FY2024.

Police Department

Revenues						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Police	2,545,000.00	-	2,545,000.00	1,083,427.17	2,120,833.33	(1,037,406.16)
				42.57%		
Expenditures						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Admin	1,193,621.00	-	1,193,621.00	994,815.81	994,684.17	131.64
Grants	-	-	-	4,643.10	-	4,643.10
Uniform Services	13,817,190.00	-	13,817,190.00	10,785,427.98	11,514,325.00	(728,897.02)
Airport Services	698,146.00	-	698,146.00	694,303.20	581,788.33	112,514.87
Dispatch & Communications	1,310,759.00	-	1,310,759.00	1,289,186.31	1,092,299.17	196,887.14
Community Support	1,689,662.00	-	1,689,662.00	987,929.77	1,408,051.67	(420,121.90)
CAIP	-	-	-	4,952.11	-	4,952.11
Total	18,709,378.00	-	18,709,378.00	14,761,258.28	15,591,148.33	(829,890.05)
				78.90%		

- Revenues below target are isolated to the Use of Fund Balance (\$1,300,000 FY23 Carryforward). All other BPD revenues are tracking close to target.
- Vacancy savings is responsible for Police Department budgets in total to be under-budget for expenditures.

Fire Department

Revenues						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Fire	3,777,480.00	137,925.00	3,915,405.00	2,357,369.76	3,262,837.50	(905,467.74)
				60.21%		
Expenditures						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Admin	6,715,887.00	51,696.00	6,767,583.00	5,638,031.40	5,639,652.50	(1,621.10)
Fire & Medical Services	8,719,414.00	140,896.00	8,860,310.00	7,030,601.06	7,383,591.67	(352,990.61)
Grants	135,864.00	(33,559.00)	102,305.00	20,343.05	85,254.17	(64,911.12)
Total	15,571,165.00	159,033.00	15,730,198.00	12,688,975.51	13,108,498.33	(419,522.82)
				80.67%		

- Revenues below target are isolated to the Use of Fund Balance (\$791,666 of FY23 Carryforward). All other BFD revenues are tracking close to target.
- Similar to BPD, the Fire Department expenditures are under-budget across all divisions due to vacancy savings or other personnel related line-items.

Burlington Parks, Recreation & Waterfront (BPRW)

Revenues						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
BPRW	5,716,044.00	(150,891.00)	5,565,153.00	4,393,225.11	4,637,627.50	(244,402.39)
				78.94%		
Expenditures						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Admin	2,689,549.00	(341,448.00)	2,348,101.00	1,951,949.30	1,956,750.83	(4,801.53)
Grants	68,000.00	121,501.00	189,501.00	85,257.81	157,917.50	(72,659.69)
Parks	3,479,830.00	27,608.00	3,507,438.00	2,647,185.85	2,922,865.00	(275,679.15)
Recreation	1,314,271.00	20,000.00	1,334,271.00	957,933.60	1,111,892.50	(153,958.90)
Waterfront	1,437,225.00	4,600.00	1,441,825.00	1,015,696.01	1,201,520.83	(185,824.82)
Recreation Facilities	1,171,610.00	16,848.00	1,188,458.00	995,050.14	990,381.67	4,668.47
Total	10,160,485.00	(150,891.00)	10,009,594.00	7,653,072.71	8,341,328.33	(688,255.62)
				76.46%		

- Revenues below target are isolated to the Interfund Transfer Proceeds CIP (\$426,015) All other BPRW revenues are tracking close to target.

- Lower-than-expected personnel costs are responsible for BPRW budgets in total to be under-budget for expenditures.

Department of Public Works (DPW)

Revenues						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
DPW	6,226,679.94	-	6,226,679.94	3,892,358.53	5,188,899.95	(1,296,541.42)
				62.51%		
Expenditures						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Admin	1,437,602.00	-	1,437,602.00	1,487,591.00	1,198,001.67	289,589.33
Parking Services	622,384.00	-	622,384.00	436,718.05	518,653.33	(81,935.28)
Engineering	1,359,988.73	-	1,359,988.73	788,500.83	1,133,323.94	(344,823.11)
Equipment Maintenance	2,750,310.00	-	2,750,310.00	1,781,521.49	2,291,925.00	(510,403.51)
Streets	2,474,576.00	-	2,474,576.00	1,686,602.22	2,062,146.67	(375,544.45)
Recycling	889,677.00	-	889,677.00	284,173.73	741,397.50	(457,223.77)
Total	9,534,537.73	-	9,534,537.73	6,465,107.32	7,945,448.11	(1,480,340.79)
				67.81%		

- Lower-than-anticipated collection of Fees for Services make up all of the revenue gaps for DPW (see more below).
- Fleet related transfers and vacancy savings result in the majority of under-budget line-items for DPW to date.

Action Items

- **Required Actions**
 - Transfers: Only standard internal transfers are required at this time. There is no need for Board action.
 - Transfers for CT and other Departments to focus on:
 - Interfund Transfer Fleet
 - Interfund Transfer Proceeds CIP (BPRW)

Conclusion

As expected, the fiscal 2024 budget is going to be close to end the year with revenues exceeding expenditures. There are reasons for optimism given the historical trend of strong revenue performance in May and June. Additionally, many of the fiscal year's expenditures are known and accounted for at this time resulting in projected expenses below budget by \$4.5M. Departments should remain prudent with spending decisions that in the final months of the fiscal year. The CTs office should begin consolidating unspent monies in budgeted accounts ensure achieving a balanced FY 2024 budget.

Board of Finance and City Council Submission ChecklistDepartment: Clerk Treasurer Submitter: Brad KukenbergerTitle/Subject: Monthly Financial Review – Budget to Actual as of April 30, 2024

	Approval:	Meeting Date:
☒	Board of Finance	06/17/2024
☐	City Council	Click or tap to enter a date.
☐	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	6/10/2024	Katherine Schad
Mayor's Office informed and approved memo	Yes	6/13/2024	Erin Jacobsen
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.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	N/A	6/12/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	6/10/2024	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?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Choose an item.	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.