



Airport Commission

Wednesday, September 4, 2024, 4:00 PM, Zoom/Wright Room at the Airport

PLEASE NOTE:

This meeting is will be held on zoom and in-person in the Wright Room at the Airport. Zoom Info:
Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. [https://us02web.zoom.us/j/86253461005?](https://us02web.zoom.us/j/86253461005?pwd=U0IQem55VVRxb2RCUGs4aHVFb3VSdz09)

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Passcode: 472807

Or One tap mobile:

+ 16468769923,,86253461005# US (New York)

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Or join by phone:

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**US: +1 646 876 9923 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782
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1. Call to Order

Subject

1.1. Call to Order

Meeting

September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM,
Zoom/Wright Room at the Airport

Category

1. Call to Order

Department

Type

Subject

1.2. Acknowledgement of Remote Commissioners

Meeting

September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM,
Zoom/Wright Room at the Airport

Category

1. Call to Order

Department

Type

2. Agenda

Subject	2.1. Motion to amend/adopt agenda
Meeting	September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM, Zoom/Wright Room at the Airport
Category	2. Agenda
Department	
Type	
Recommended Action	

3. Public Forum

Subject	3.1. PUBLIC FORUM - Verbal Comments
Meeting	September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM, Zoom/Wright Room at the Airport
Category	3. Public Forum
Department	
Type	

4. Consent Agenda

Subject	4.1. Enplanements
Meeting	September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM, Zoom/Wright Room at the Airport
Category	4. Consent Agenda
Department	
Type	

Subject	4.2. Approval of Minutes
Meeting	September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM, Zoom/Wright Room at the Airport
Category	4. Consent Agenda
Department	
Type	
Recommended Action	

Subject	4.2. BTVCommission7224
Meeting	September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM, Zoom/Wright Room at the Airport
Category	4. Consent Agenda
Department	Burlington International Airport

Type

Recommended Action

5. Action Items

Subject	5.1. Lease Assignment Mirabelle's Bakery
Meeting	September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM, Zoom/Wright Room at the Airport
Category	5. Action Items
Department	Burlington International Airport
Type	
Recommended Action	

Subject	5.2. FY2024 Budget Neutral Amendment
Meeting	September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM, Zoom/Wright Room at the Airport
Category	5. Action Items
Department	Burlington International Airport
Type	
Recommended Action	

6. Construction Update

Subject	6.1. Construction Update
Meeting	September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM, Zoom/Wright Room at the Airport
Category	6. Construction Update
Department	Burlington International Airport
Type	

7. Financial Update

8. Noise Data

Subject	8.1. Noise Program Update
Meeting	September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM, Zoom/Wright Room at the Airport
Category	8. Noise Data
Department	Burlington International Airport
Type	

9. Director's Report

Subject	9.1. Director's Report
Meeting	September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM, Zoom/Wright Room at the Airport
Category	9. Director's Report
Department	
Type	

10. Commissioner Items

Subject	10.1. Commissioner Items
Meeting	September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM, Zoom/Wright Room at the Airport
Category	10. Commissioner Items
Department	
Type	

11. Follow-up Items

12. Adjournment

Subject	12.1. Motion to adjourn
Meeting	September 4, 2024 - Airport Commission - Wednesday, September 4, 2024, 4:00 PM, Zoom/Wright Room at the Airport
Category	12. Adjournment
Department	Council and Board
Type	
Recommended Action	

**BURLINGTON INTERNATIONAL AIRPORT
BOARD OF AIRPORT COMMISSIONERS
MINUTES OF MEETING
July 2, 2024**

DRAFT

[Hybrid meeting]

MEMBERS PRESENT: Tim George
Jeff Schulman
Helen Riehle
Greg Shepler
Chip Mason
Bryn Oakleaf

MEMBERS ABSENT: Robin Guillian

BTV STAFF PRESENT: Nic Longo, Director of Aviation
Marie Friedman, Director of Finance
Larry Lackey, Director of Engineering & Environmental Compliance
Dave Carman, Director of Aviation Operations
Jeff Bartley, Director of Innovation & Marketing
Hannah Dusablon, Executive Assistant

OTHERS PRESENT: Assistant City Attorney, Burlington Taxi Administrator,
members of the Vehicle for Hire Board, Channel 17

1.0 CALL TO ORDER

Aviation Director, Nic Longo, opened the meeting at 4 PM and facilitated election of the Aviation Commission Chair. Those attending remotely were acknowledged.

2.0 AGENDA

2.01 Approve/Adopt Agenda

MOTION by Greg Shepler, SECOND by Chip Mason, to approve the agenda as presented. VOTING: unanimous (6-0); motion carried.

2.02 Election of Chair

MOTION by Jeff Schulman, SECOND by Helen Riehle, to nominate Tim George as Chair of the Burlington Aviation Commission. There were no other nominations.
VOTING: unanimous (6-0); motion carried.

Tim George is Aviation Commission Chair and assumed facilitation of the meeting.

2.03 Election of Vice Chair

MOTION by Helen Riehle, SECOND by Chip Mason, to nominate Jeff Schulman as Vice Chair of the Burlington Aviation Commission. There were no other nominations.
VOTING: unanimous (6-0); motion carried.

Jeff Schulman is Aviation Commission Vice Chair.

3.0 PUBLIC FORUM

None.

4.0 CONSENT AGENDA

4.01 Minutes: June 5, 2024

MOTION by Jeff Schulman, SECOND by Helen Riehle, to approve the consent agenda as presented. VOTING: unanimous (6-0); motion carried.

5.0 ACTION ITEMS

5.01 Jones Payne Lease Agreement

MOTION by Jeff Schulman, SECOND by Helen Riehle, to recommend to the Board of Finance and City Council to approve the lease agreement with Jones Payne Group, Inc. for space at the airport as outlined

DISCUSSION:

- Staff explained the space leased currently and in the future to the consultant working with the airport.

VOTING: unanimous (6-0); motion carried.

5.02 Eagle Drive Paving Contract

MOTION by Helen Riehle, SECOND by Jeff Schulman, to recommend to the Board of Finance and City Council to approve the contract with ECI for roadwork on Aviation Avenue and Eagle Drive as outlined.

DISCUSSION:

- Staff explained paving work to be done on Aviation Avenue and Eagle Drive at the airport.

VOTING: unanimous (6-0); motion carried.

5.03 Marketing and Promotional Services Contract

MOTION by Jeff Schulman, SECOND by Helen Riehle, to recommend to the Board of Finance and City Council to approve the contract with Hagan Associates for marketing and promotional services as outlined.

DISCUSSION:

- Staff explained the five year contract with Hagan Associates. The firm is already working with the airport.
- There was discussion of the air carrier incentive program.

VOTING: unanimous (6-0); motion carried.

6.0 TAXI ORDINANCE UPDATES

The Aviation Commission gave feedback on proposed changes to the Taxi Ordinance that included use of a taxi meter, credit card payment of fares, and having members of TEUC participate in meetings of the Vehicle for Hire Board when necessary in order to form a quorum. Feedback on the proposed changes to the ordinance included clarifying the language relative to payment of fares with cash or credit card to avoid confusion and establishing a driver incentive program, such as “Driver of the Month” recognition. The

Aviation Council was in support of the proposed changes and communicating the feedback that was provided.

7.0 CONSTRUCTION UPDATE

In addition to the written construction update provided to the Airport Commission, staff highlighted the following:

- The airport received the full timber grant (\$1.78 million) for wood elements in Project Next.
- An update on the status of grants and projects was given.

8.0 FINANCIAL UPDATE

In addition to the written financial update provided to the Airport Commission, staff highlighted the following:

- Year to date revenues are at \$24.77 million. Operating revenues are strong.
- Expenses are at \$16.17 million due to repair and maintenance projects.
- Cash account holds \$6.4 million. The airport does not owe the City any money.
- AIP receivables are \$6.66 million.

9.0 NOISE COMPATIBILITY PROGRAM UPDATE

Staff reported:

- Update of the Noise Exposure Map is on track. Information will be available to the public in the fall after the next Technical Advisory Committee meeting.
- Work continues on houses in the Residential Sound Insulation Program.

10.0 AVIATION DIRECTOR'S REPORT

Aviation Director Longo reported:

- Breeze Airlines has added a flight to Fort Myers, Florida making this the fifth destination from Burlington with Breeze.
- United to Denver service will resume in September.
- The airport participated in the recent "Touch-a-Truck" event in South Burlington.
- Airport staff gave a presentation on the airport to the Realtor Group.
- The recent incident with the hangar suppression system at the Army Guard building at the airport is being handled by the Army National Guard not the airport. Airport staff is monitoring the cleanup. The public can contact the Army Guard for more specific information on the cleanup.
- General Aviation planes are using 100 low lead fuel. There is more information on aviation fuel on the FAA website.
- A group of international delegates will be visiting the airport in July to tour airport security systems in place.
- Annual FAA inspection of the airport is upcoming in July.
- Employee appreciation night is scheduled for July 5th at the Lake Monsters baseball game.
- Scheduled seat numbers remain strong and extremely positive. There are fewer landings because larger aircraft are being used.

11.0 COMMISSIONER ITEMS

Bryn Oakleaf announced the new representative to the Aviation Commission for Winooski will begin in August.

12.0 FOLLOW UP ITEMS

None.

13.0 EXECUTIVE SESSION and/or ADJOURNMENT

MOTION by Helen Riehle, SECOND by Jeff Schulman, to find that premature public knowledge of information concerning contract negotiations regarding BTV Hotel, LLC would clearly place the City at a substantial disadvantage with such negotiations. VOTING: unanimous (6-0); motion carried.

MOTION by Jeff Schulman, SECOND by Helen Riehle, based on the finding above and pursuant to 1VSA313(a)(1)(A) to go into Executive Session to receive confidential updates on contract negotiations regarding BTV Hotel, LLC, invite airport staff to attend, and adjourn the regular meeting as no action is expected following Executive Session. VOTING: unanimous (6-0); motion carried.

Chip Mason recused himself from the Executive Session discussion.

The regular meeting was adjourned and Executive Session convened at 5:51 PM.

RScty by tape: MERiordan

TO: City of Burlington, City Council

FROM: Nicolas Longo, Director of Aviation

DATE: September 9, 2024

SUBJECT: Authorization to execute an Assignment and Assumption Agreement by and between Mirabelle's Inc. and Mirabelle's Bakery, LLC.

Request:

The Patrick Leahy Burlington International Airport ("Leahy BTV") seeks City Council authorization to execute an assignment and assumption agreement by and between Mirabelle's Inc. and Mirabelle's Bakery, LLC.

Summary:

Mirabelle's Inc, commonly referred to as Mirabelle's Bakery entered into a property lease with Leahy BTV on October 21, 2019 to occupy the Airport owned space located at 3060 Williston Road, Suite 8 in South Burlington, VT, with an initial term until July 31, 2025 and two additional 5 year options to extend through July 31, 2035. The owners of Mirabelle's, Inc. are now in the process of selling their business to new ownership. Both parties have agreed to enter into an Assignment and Assumption Agreement with Mirabelle's Inc. agreeing to sell its business assets and assign the existing lease to Mirabelle's Bakery, LLC.. By entering into this agreement, the new ownership of Mirabelle's Bakery is assuming the current lease terms, and the bakery will remain in its current location. Except for this new ownership of the business and this lease, no other terms of the original lease are being amended and the Airport is favorable to this change.

Motion:

"To approve and recommend to the City Council the authorization and execution of the Assignment and Assumption Agreement between Mirabelle's Inc. and Mirabelle's Bakery, LLC in regards to the leasing of the Airport's business premises located at 3060 Williston Road, Suite 8, South Burlington, VT, subject to final review and approval by the City Attorney's Office."

Thank you for your continued support.



LEASE AGREEMENT Mirabelles, Inc.

This Lease Agreement ("Lease") is entered into by and between the City of Burlington, acting by and through Burlington International Airport ("City"), and Mirabelles, Inc. ("Lessee"), a Vermont corporation authorized to do business in the State of Vermont with a principal place of business at 3060 Williston Road, Suite 8, South Burlington, VT 05403. The City and Lessee agree to the terms and conditions of this Lease.

1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Lease shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Lease before the Effective Date and unless otherwise agreed to in writing, shall have no obligations for performance or expenses incurred before the Effective Date or after the expiration or termination of this Lease.

2. RECITALS

- A. **Authority.** Authority to enter into this Lease exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. **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 Lease.
- C. **Purpose.** The City owns and operates Burlington International Airport in South Burlington, Vermont. The City and Lessee wish to enter into an agreement leasing certain portions of the Airport premises to Lessee to further and carry out the purposes of the operation of the Airport. This Lease establishes the conditions and terms of Lessee's use of the Leased Premises.
- D. **References.** All references in this Lease to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments, are references to sections subsections, exhibits, or other attachments contained herein or incorporated as part of this Lease, unless otherwise noted.

3. DEFINITIONS

- A. **"Leased Premises"** means the City-owned building and ground space known and numbered as 3060 Williston Road, Suite 8 in South Burlington, Vermont, which consists of approximately 2897 square feet contiguous single floor building space, plus the associated loading dock area extending twenty five feet from the north face of the building. A description and map of the Leased Premises is included as Attachment A.
- B. **"Effective Date"** means the later of (i) the date on which this Lease is approved and signed by the City, as shown on the signature page of this Lease, or (ii) the date on which Lessee has arranged financing on favorable terms for the Lessee Improvements as set forth on Attachment D hereto.
- C. **"Hazardous Substance"** means and includes, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or physical deformations in such

organisms or their offsprings, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, CERCLA, and regulations adopted pursuant to such Acts, the Toxic Substances Control Act of 1976, as heretofore or currently in effect ("TSCA") and the Resource Conservation and Recovery Act of 1976, as heretofore or currently in effect ("RCRA").

- D. **"Lease"** means this Lease Agreement, its terms and conditions, attachments, and documents incorporated by reference under the terms of this Lease.
- E. **"Party"** means the City or Lessee and **"Parties"** means the City and Lessee.

4. TERM AND EARLY TERMINATION

- A. **Initial Term.** This Lease and the Parties respective performance shall commence on the Effective Date and expire on July 31, 2025.
- B. **Option to Extend.** This Lease may be extended by the Lessee for a second five (5) year term, commencing on August 1, 2025 and continuing through July 31, 2030, provided that the Lessee is not in default of this Lease. In such event, Lessee must provide written notice to the City on or before June 1, 2025 of its intention to extend the Lease for a second five (5) year term. If this Lease is extended for a second five (5) year term, this Lease may be extended for a third five (5) year term by mutual written agreement between Lessee and the City on or before June 1, 2030.

5. LEASE—USES AND PURPOSES

The City hereby leases to Lessee for its exclusive use the right to access and occupy the Leased Premises, subject to the terms of this Lease and the following conditions:

- A. **Use.** Lessee shall use and occupy the Leased Premises for its retail and food preparation operations.
- B. **Upkeep and Utilities.** Lessee shall furnish to the Leased Premises and pay all charges for telephone service, trash and/or hazardous waste removal (trash and recycling to be put into a communal City-supplied container located adjacent to Leased Premises, and Lessee shall pay based on actual use), janitorial service, water and wastewater, electric power, heat, gas, air conditioning and other utilities of every kind. Lessee shall commence paying each utility on the date on which this Lease is approved and signed by the City, as shown on the signature page of this Lease,
- C. **Condition.** Lessee shall keep and maintain all parts of the Leased Premises—including related and associated appurtenances—in good condition, order and repair during the term of this Lease. Such actions include but are not limited to: interior painting, interior lighting, assisting in the removal of snow and salting at customer entrance during business hours, and removal of Lessee's garbage.
- D. **Sublease.** Lessee shall not sublease any portion of the Leased Premises without the expressed prior written approval of the City. If such approval is obtained during the term of this Lease, then Lessee shall cooperate with other occupants of the building in which the Leased Premises is located so that any common facilities shall at all times be kept and maintained in a clean, orderly and sanitary manner. Lessee may share in an equitable manner with the other occupants the expenses of maintaining said common facilities. If the common facilities are not kept and maintained in a clean, orderly, and sanitary manner, the City shall have the right, in its sole discretion, to assume such obligation and charge the full expenses thereof to Lessee. All maintenance shall be subject to general monitoring by the City to insure a continuing high quality of appearance commensurate with maintenance and safety standards of the Airport.
- E. **Compliance with Law.** Lessee shall observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state, or local statutes, ordinances, regulations, standards, conditions and agreements applicable to Lessee for its use of the

Leased Premises, including, but not limited to, ordinances, rules and regulations promulgated from time to time by or at the direction of the City for the administration of the Airport, including the Minimum Standards for Commercial Aeronautical Activities, as adopted by the Airport, and the Rules and Regulations for the Leased Premises set forth in Attachment B. Further, Lessee shall—at its own expense—submit to and comply with the requirements of all state and federal regulatory agencies or municipal boards having jurisdiction over the construction of any fixed improvements on the Leased Premises, including, but not limited to, any Environmental Board or Board of Health.

- F. **ADA.** Lessee shall—at its own expense—comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines in connection with any new construction or alteration of the Leased Premises. Lessee shall bear the burden of this obligation regardless of whether any such Agency or Board shall require that the City be the applicant of record.
- G. **Waste and Nuisance.** Lessee shall not make any actionable waste or nuisance upon the Leased Premises and shall not do or permit to be done anything which may result in the creation, commission, or maintenance of any such waste or nuisance on said premises or the Airport. Lessee shall properly handle, remove, and dispose of any and all lubricants and/or hazardous waste and maintain the Leased Premises in a clean and safe condition.
- H. **Improvements.** Should Lessee desire to make infrastructure and Lessee-specific modifications or improvements to the Leased Property, Lessee shall obtain written approval by the Director of Aviation at Burlington International Airport. Lessee shall be solely responsible for all costs associated with improvements without reimbursement of further consideration from the City. All approved additions or improvements must comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines and, shall, on expiration or termination of this Lease, belong to the City without compensation to Lessee. See Attachment D for agreed upon Lessor and Lessee improvements.
- I. **Security.** Lessee shall observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of the City for the administration of the Airport, including but not limited to training and Secure Identification Area (SIDA) Badging requirements.
- J. **Supervision.** Lessee shall ensure that the management, maintenance, and operation of the Leased Premises shall at all times be under the supervision and direction of an active, qualified, competent representative of Lessee, and Lessee shall identify its representative, and any successor, in writing to the City.

6. PARKING

The City shall provide and maintain seven (7) unreserved, self-park parking spaces, for the exclusive use of Lessee's employees and invitees.

7. RENT

Lessee shall, in accordance with the provisions of this §7, pay the City rent and other amounts due hereunder in the amounts and using the methods set forth below:

- A. **Leased Space Rent.** Lessee shall pay the City rent for access and use of the Leased Premises at a rate of two-thousand three hundred and seventeen dollars (\$2,317) per month, which represents \$9.60 per square foot per month for the 2897 square feet of rental space at 3060 Williston Road. This Leased Space rent shall be adjusted annually to reflect increases in the cost of living as reflected in the Consumer Price Index for all Cities, all Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor or equivalent replacement index or an increase of 3%, whichever is higher. In no event shall the annual rental rate be less than the immediately preceding rate.
- B. **Time for Payment.** Lessee shall make the rental payment due under this §7 on or before the first day of each

calendar month during the term of this Lease. Rent payment shall commence on February 1, 2020 or upon receiving of Certificate of Occupancy, whichever comes sooner. Payment shall be made at the office of the Director of Aviation, Burlington International Airport, 1200 Airport Drive #1, South Burlington, Vermont 05403.

- C. **Late Payment.** Any required rent which has not been paid when due shall incur interest at the rate of 1.5% per month.

8. CITY OBLIGATIONS

- A. **Access.** The City shall ensure reasonable ingress and egress to and from the Leased Premises.
- B. **Snow Removal.** The City is responsible for all snow removal, including the loading dock area. The Tenant shall assist in snow removal and salting of customer entrance during business hours.

9. ENTRY OF LEASED PREMISES

The City and its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right to enter upon the Leased Premises for the following purposes:

- A. **Inspection.** To inspect the Leased Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this Lease. Lessee shall provide the Director of Aviation with serviceable keys to all of its facilities so as to permit the exercise of the City's rights hereunder; or
- B. **Facilities.** To perform essential maintenance, repair, relocation or removal of existing underground or overhead wires, pipes, drains, cables and conduits now located on or across the Leased Premises, and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the master plan of development of the Airport provided, however, that said work shall in no event disrupt or unduly interfere with the operations of Lessee. Nothing herein shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. Lessee is and shall be in exclusive possession of the Leased Premises and the City shall not in any event be liable for any damage to the premises or to any property of Lessee or of any other persons located in or thereupon, other than to repair or remedy such damage as may be occasioned by negligence of the City, its employees, agents, contractors, sub-contractors and other representatives.

10. SUBORDINATION

This Lease shall be subject to, and in all cases, subordinate to the following:

- A. **Necessary Actions.** The City shall have the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting or causing to be erected any building or other structure which, in the sole opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft;
- B. **Airport Agreements.** This Lease shall be subordinate to the provisions of any existing or any future agreement between the City and the State of Vermont and/or the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State Funds for the development of the Airport.
- C. **Emergency.** The City shall have the right, during time of war or national emergency, to lease the landing facilities or any part thereof, or to otherwise permit the use thereof on an exclusive basis, by the United States of America or the State of Vermont for military use. All provisions of this Lease, to the extent that they are inconsistent with these superior rights, shall be suspended during any such period.

11. TAXES AND ASSESSMENTS

- A. **Direct Tax.** Lessee shall pay directly to the taxing authority any and all personal property inventory taxes or assessments which may be assessed against the Leased Premises and its contents during the term hereof or any renewal term.

12. INSURANCE

Prior to the Effective Date of this Lease, Lessee shall obtain insurance coverage meeting each requirement and condition set forth in this §12.

- A. **Carrier.** Lessee shall obtain insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A- financial size category VIII or better by the latest *Best Insurance Report*, or has an analogous rating from a comparable rating service approved by the City.
- B. **Certificate of Insurance.** Proof of insurance and compliance with all requirements in this §12 should be evidenced on a certificate of insurance acceptable to the City. The certificate shall, at a minimum, contain the following: (1) authorized agent information; (2) insured information; (3) insurance company information; (4) description of policies, including coverage types and amounts; (5) policy number(s) and period(s); (6) limits of liability; (7) City information as additional insured and certificate holder; and (8) cancellation information. The certificate of insurance must be received by the City prior to the Effective Date of this Lease.
- C. **Additional Insured.** Each required insurance policy as it relates to the buildings and lands covered by this Lease (with the specific exception of professional liability and workers compensation) shall name the City as an additional insured and loss payee.
- D. **Cancellation.** All certificates shall contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed or not renewed without at least thirty (30) days written prior notice to the City, or fifteen (15) days for non-payment. The policies shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives, and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies carried by the City, and that any coverage carried by the City shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of Lessee under Lease.
- E. **Insurance Coverages.** During the Term, Lessee agrees to purchase and maintain the following types of insurance coverages, consistent with the policies and requirements of the City, and provide evidence of continuing coverage to the City:
- (i) **Commercial General Liability Insurance.** Lessee shall procure Commercial General Liability Insurance, on an occurrence form, providing all major divisions of coverage, including but not limited to: (1) Premises Operations; (2) Products and Completed Operations; (3) Personal Injury and Advertising liability; (4) Contractual liability; (5) Broad Form Property Damage; (6) Fire legal liability; and (7) Blasting and Explosion, Collapse of Structures and Underground Damage liability. The Commercial General Liability Insurance shall provide the following minimum limits:
- | | |
|--|-------------|
| 1. General Aggregate; | \$2,000,000 |
| 2. Products-Completed Operations Aggregate | \$2,000,000 |
| 3. Personal & Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Damages to Rented Premises | \$ 250,000 |
| 6. Med. Expense (Any one person) | \$ 5,000 |
- (ii) **Workers Compensation.** Lessee shall provide Workers' Compensation coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than the following: Bodily Injury by Accident - \$500,000 each accident; Bodily Injury by Disease - \$500,000 each employee. Lessee shall require all contractors and subcontractors performing

work or occupying the Leased Premises under this Lease to obtain an insurance certificate showing proof of Workers' Compensation coverages and Lessee shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises.

(iii) Employers' Liability Insurance. Lessee shall also maintain Employers' Liability Insurance Coverage with limits of at least:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 each employee
3. Bodily Injury by Disease: \$500,000 policy limit

(iv) Commercial Business Automobile Liability Insurance. Lessee shall provide Commercial Business Automobile Liability Insurance, which shall include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.

F. Application to Others. Lessee shall require all contractors, subcontractors, agents, or workers performing work or occupying the Leased Premises to obtain an insurance coverage meeting the requirements of this §12 as evidence on a certificate of insurance. Lessee shall require that all such persons submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises.

G. Insurance on Building. The City shall insure the Building against loss by fire and other casualty in such amounts as the City may consider reasonable by policies which shall include standard extended coverage endorsements. Lessee shall maintain any and all insurance upon Lessee's property in and upon the Leased Premises and such policies shall name the City as an additional insured, as the City's interests may appear, and the City shall not be held responsible for any damage thereto. Neither Lessee nor the City, nor their respective agents, employees or guests, shall be liable to the others for any loss or damage to the Building by fire or any other cause within the scope of such fire and extended coverage insurance, except that it is understood that provided any such damage is covered by existing insurance policies, the Parties shall look solely to the insurer for reimbursement for such loss or damage; provided, however, that this provision shall not release Lessee from liability for any damage cause by Lessee that exceeds such insurance coverage or which is not reimbursable by the City's insurer.

H. Maintaining Coverage. The City may require certified copies of any insurance policies entered into by Lessee, and Lessee is responsible for annually verifying and confirming in writing to the City that all subcontractors, agents, operators or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Lease shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Lessee.

I. Continuing Obligation. Unless otherwise expressly provided herein, the obligation to insure as provided herein continues throughout term of this Lease and shall not terminate until this Lease has expired or been terminated, and the right to occupy the Leased Premises is returned to the City.

13. INDEMNIFICATION

Lessee shall indemnify, defend, and hold harmless the City, its officers, agents and employees, including the City of Burlington Airport Commission, their successors and assigns, individually or collectively, from and against all liability and any claims, suits, expenses, losses, judgments, proceedings, damages, expenses, demands, suits, costs (including costs of defense, reasonable attorney fees, and reasonable professional fees incurred in defense or incurred in enforcement of this indemnity), and causes of action, including but not limited to, claims arising out of or in connection to the following:

1. This Lease

2. The Leased Premises
3. Actions on the Leased Premises
4. Lessee's possession, use, occupation, or control of the Leased Premises
5. Actions or omissions of the Lessee, its agents, employees, licensees, visitors, or contractors
6. Breach or default of this Lease by Lessee, its agents, employees, licensees, or contractors

Lessee shall give prompt and timely notice to the City (and copying the Burlington City Attorney's Office) of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or may affect the City, the Leased Premises, or the Airport.

14. HAZARDOUS WASTES

- A. Disposal.** Lessee shall properly handle, remove, and dispose of any and all lubricants and/or hazardous waste and shall maintain the Leased Premises in a clean and safe condition.
- B. Hold Harmless.** Lessee shall indemnify, defend, and hold harmless the City, its officers, and employees from and against all loss, cost and expense (including, without limitation, attorney fees) of whatever nature suffered or incurred by the City on account of the existence, release, or discharge of Hazardous Substances on or from the Leased Premises including, without limitation, any claims, costs, losses, liabilities and expenses arising from the violation (or claimed violation) of any environmental laws or the institution of any action by any party against the City or the Leased Premises based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of Hazardous Substances or the imposition of a lien on any part of the Leased Premises under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA"), or any other laws pursuant to which a lien may be imposed due to the existence of Hazardous Substances. Lessee further unconditionally, absolutely, and irrevocably guarantees the payment of any fees and expenses incurred by the City in enforcing or seeking enforcement of the liability of Lessee under this indemnification.

15. WARRANTIES AND REPRESENTATIONS

- A. Regarding the Leased Premises.** The City represents that it is the owner of the Leased Premises or the authorized representative or agent of said owner. During the term of this Lease and during any renewal term, the City represents and warrants that the Lessee may have, hold, and enjoy peaceful and uninterrupted possession of the Leased Premises and rights herein leased and granted, subject to performance by Lessee of its obligations herein.
- B. Regarding Legal Authority.** Lessee warrants that it possesses the legal authority to enter into this Lease and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Lease and to bind Lessee to its terms. The person signing and executing this Lease on behalf of Lessee hereby represents, warrants, and, guarantees that they have full authorization to do so. If requested by the City, Lessee shall provide the City with proof of Lessee's authority to enter into this Lease within fifteen (15) days of receiving such request.

16. CONDITION ON TERMINATION

At the termination or expiration of this Lease, Lessee shall surrender and deliver the Leased Premises in as substantially good order and condition as exists at the inception hereof; excepting however, loss by fire, inevitable accident, act of God, and ordinary wear and tear.

17. CASUALTY

If the Leased Premises is damaged by fire, flood, or other casualty, Lessee may terminate this Lease within thirty (30) days of the date Lessee becomes aware of such occurrence if, in the opinion of Lessee, the Leased Premises has been so damaged as to render it wholly or partially untenable or unfit for the

Lessee's purposes. If so elected, Lessee shall give written notice to the City and termination shall be effective thirty (30) days from the date of mailing of the notice of termination.

If Lessee elects not to terminate this Lease, the City shall reasonably estimate the time, restoration work, and commencement date that City reasonably anticipates is required for performance of restoration work. Lessee's obligation to pay rent shall equitably and proportionately abate with respect to the damaged portion of the Leased Premises from the date of damage until restoration is sufficiently complete to enable Lessee to recommence its use and occupancy of the Leased Premises for the purposes set forth in this Lease.

18. TITLE TO IMPROVEMENTS

Upon the expiration or termination of this Lease, all fixed improvements made upon the Leased Premises by Lessee shall become a part of the realty and remain on the Leased Premises as the property of the City.

19. TERMINATION

In addition to the termination rights granted in other sections of this Lease, the Parties may terminate this Lease in accordance with this §20.

A. Termination by the City. The City may terminate this Lease upon thirty (30) days' advance written notice to Lessee under the following conditions:

- (i) **Past Due.** If Lessee fails to pay required rental charges or money payments more than thirty (30) days after the due date.
- (ii) **Abandonment.** If Lessee or any approved sub-lessee voluntarily abandons or discontinues the conduct and operation of its service at the Airport for a continuous period of sixty (60) days.

B. Termination by Lessee. Lessee may terminate this Lease upon thirty (30) days' advance written notice to the City under the following conditions:

- (i) **Injunction.** The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises or preventing or restraining the use of the Airport for usual Airport purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Airport, which remains in force, unvacated or unstayed for a period of at least sixty (60) days.
- (ii) **Interference.** In the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the federal or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action of normal civilian traffic at the Airport or of the use of airplanes by the general public, and any of said events shall result in material interference with Lessee's normal operations continuing for a period in excess of sixty (60) days.

C. Damage to Improvements. Either Party may terminate this Lease upon providing thirty (30) days written notice to the other Party if the fixed improvements upon the Leased Premises are so totally destroyed or so extensively damaged that it would be impracticable or uneconomical to restore the same to their previous condition.

D. Breach.

- (i) **Defined.** In addition to any breaches specified in other sections of this Lease, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Lessee, or the appointment of a receiver or similar officer for Lessee or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof, shall also constitute a breach.

- (ii) **Notice and Cure Period.** In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party. If such breach is not cured within thirty (30) days of receipt of written notice, or if a cure cannot be completed within thirty (30) days, or if cure of the breach has not begun within thirty (30) days and pursued with due diligence, the non-breaching Party may terminate this Lease by sending a notice of termination, which shall be effective thirty (30) days after the notice of termination is sent. Notwithstanding anything to the contrary herein, the City, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Lease in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

20. LIENS

Lessee shall cause to be removed any and all mechanic's or materialman's liens of any nature arising out of or because of any construction performed by Lessee upon the Leased Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at the Leased Premises, by or at the direction of Lessee within reasonable time not to exceed six (6) months from the completion of any such construction.

21. HOLDING OVER

In the event Lessee shall hold over and remain in possession of the Leased Premises after cancellation or termination of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but rather shall only create a tenancy from month-to-month which the City may terminate at any time upon thirty (30) days' advance written notice.

22. FORCE MAJEURE

Neither Party shall be deemed to have breached this Lease if it is prevented from performing any of its obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control, and the Party experiencing force majeure gives written notice to the other party identifying the nature of such force majeure, and when it began. The Party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Lease shall be resumed immediately after such cause has been removed, provided that neither Party shall be required to settle any labor dispute except upon terms that the Party deems acceptable. The suspension of any obligations under this section shall not cause the term of this Lease to be extended and shall not affect any rights accrued under this Lease prior to the occurrence of the force majeure. The Party giving notice of the force majeure shall also give notice of its cessation.

23. DISPUTE RESOLUTION

The Parties shall make their designation representative available to meet within a reasonable time to discuss issues relating to the Lease or the Leased Premises. Each Party shall take such actions as reasonably necessary to address any issues within a reasonable time.

Either Party may enforce this Lease and/or seek appropriate remedies in Chittenden Superior Court under the laws of the State of Vermont.

24. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the City: Director of Aviation
Burlington International Airport
1200 Airport Drive, Box 1
So. Burlington, VT 05403

For Lessee: Gordon Rowe
Mirabelles, Inc.
3060 Williston Road, Suite 8
So. Burlington, VT 05403
bignose@gmavt.com

25. GENERAL CIVIL RIGHTS PROVISIONS

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this Lease, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

27. FEDERAL CIVIL RIGHTS PROVISION

No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of property and facilities made available or leased to Lessee; the construction of any improvements on, over, or under said property and facilities; or the furnishing of services thereon. Lessee shall comply with the Nondiscrimination Acts and Authorities as set out below and as they may be amended from time to time.

- A. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities such that no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Lessee of Lessee's obligations under this Lease and the Nondiscrimination Acts and Authorities.
- C. Lessee shall provide all information and reports required by the Nondiscrimination Acts and Authorities and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee shall so certify to the City or to the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- D. In the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Lease and re-enter and repossess the underlying property and facilities and hold the same as if this Lease had never been made or issued.

E. During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

28. FEDERAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts and Authorities.

With respect to Lessee, in the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate this Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said this Lease had never been made or issued.

29. LIVABLE WAGE

The City has in effect a livable wage ordinance. This livable wage ordinance is applicable to service contracts with the City (as opposed to the purchasing of goods) where the total amount of the contract or contracts with the same person or entity exceeds \$15,000 for any twelve-month period. Airport property leases are considered contracts covered under the ordinance.

Lessee shall comply with the livable wage ordinance to the extent that it is a covered employer under the ordinance and the ordinance is otherwise applicable. Lessee shall also require any contractors or agents performing work at the Leased Premises to comply with the livable wage ordinance.

30. RECORDING LEASE

This Lease is not being recorded. However, the Parties expressly agree to, at the request of either Party, execute a short-form notice of Lease complying with the terms of 27 V.S.A. § 341(c) which may be recorded by either the City or Lessee.

31. MORTGAGES

At the option of the City, this Lease shall be subordinate to any mortgage or other security interest by the City which from time to time may encumber all or part of Leased Premises so long as the City's lender shall agree in writing in a form reasonably acceptable to Lessee that such lender will not disturb Lessee's possession and rights under Lease so long as Lessee remains in compliance with Lease.

32. ESTOPPEL CERTIFICATE

Each Party shall—within thirty (30) business days after request by the other Party—execute and deliver to the requesting Party, or the party designated by the requesting Party, a statement certifying: (i) that Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the modified Lease is in full force and effect); (ii) whether, to the responding Party's knowledge, either Party is in default in performance of any of its obligations under Lease, and, if so, specifying each default; and (iii) any other information reasonably requested concerning Lease.

33. BROKER COMMISSIONS

The City shall have no obligation to pay any real estate commissions to any agents or brokers claiming by or through Lessee, and Lessee agrees to indemnify and hold harmless the City for all claims or demands of any other real estate agent or broker claiming by, through, or under Lessee. This indemnification shall also include payment of costs and attorney fees incurred by the City in defense of a claim for such real estate commissions or fees.

34. GENERAL PROVISIONS

- A. **Assignment.** Lessee shall not assign this Lease or sublet any part of the Leased Premises without the expressed written consent of the City.
- B. **Binding Effect.** All provisions of this Lease, including the benefits and burdens, shall extend to and be binding upon the Parties respective heirs, legal representatives, successors, and assigns.
- C. **Caption.** The captions and headings in this Lease are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.
- D. **Counterparts.** This Lease may be executed in multiple identical counterparts, all of which shall constitute one agreement. Delivery of an executed counterpart by electronic means shall have the same legal force and effect as delivery of an executed hard copy.
- E. **Entire Understanding.** This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings—oral or written—are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.
- F. **Extinguishment and Replacement.** This Lease extinguishes and replaces any prior leases between the Parties related to the Leased Premises upon the Effective Date hereof.
- G. **Modification.** Modifications of this Lease shall not be effective unless agreed to in writing by both Parties in a formal written amendment to this Lease, properly executed and approved by both Parties.
- H. **Interpretation.** The language in all parts of this Lease shall in all cases be construed simply according to its fair meaning and not strictly construed against the City. This Lease shall be construed and performance thereof shall be determined in accordance with the laws of the State of Vermont.
- I. **Severability.** Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.
- J. **Survival of Certain Lease Term.** Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after expiration or termination shall survive such expiration or termination and shall be enforceable by the City if Lessee fails to perform or comply as required.
- K. **Third Party Beneficiaries.** Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.
- L. **Waiver.** No acceptance by the City of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof, to be performed, kept or observed by Lessee, shall be deemed a waiver of any right on the part of the City to terminate this Lease. A waiver by the City of any breach of a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.
- M. **Public Records.** All records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified by Lessee, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that a document or record is proprietary, a trade secret, or otherwise exempt. Particular records, pages or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

N. Illegal Substance. Lessee is prohibited from possessing, using, transporting, cultivating, selling, growing, or donating any substance prohibited under local, state, or federal law, including but not limited to marijuana.

35. ATTACHMENTS

The following attachments are adopted, made part of, and incorporated by reference into this Lease:

- A. Attachment A:** Leased Premises Description and Map
- B. Attachment B:** 3060 Williston Road Rules & Regulations
- C. Attachment C:** Certificate of Insurance
- D. Attachment D:** Lessor & Lessee Agreed Upon Improvements

— *Signature Page to Follow* —

36. SIGNATURE PAGE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

The Parties hereto have executed this Lease Agreement

**LESSEE
Mirabelles, Inc.**

3060 Williston Road, Suite 8, South Burlington, VT 05403

By: _____

Date: 10.15.19

**City of Burlington
Burlington International Airport**

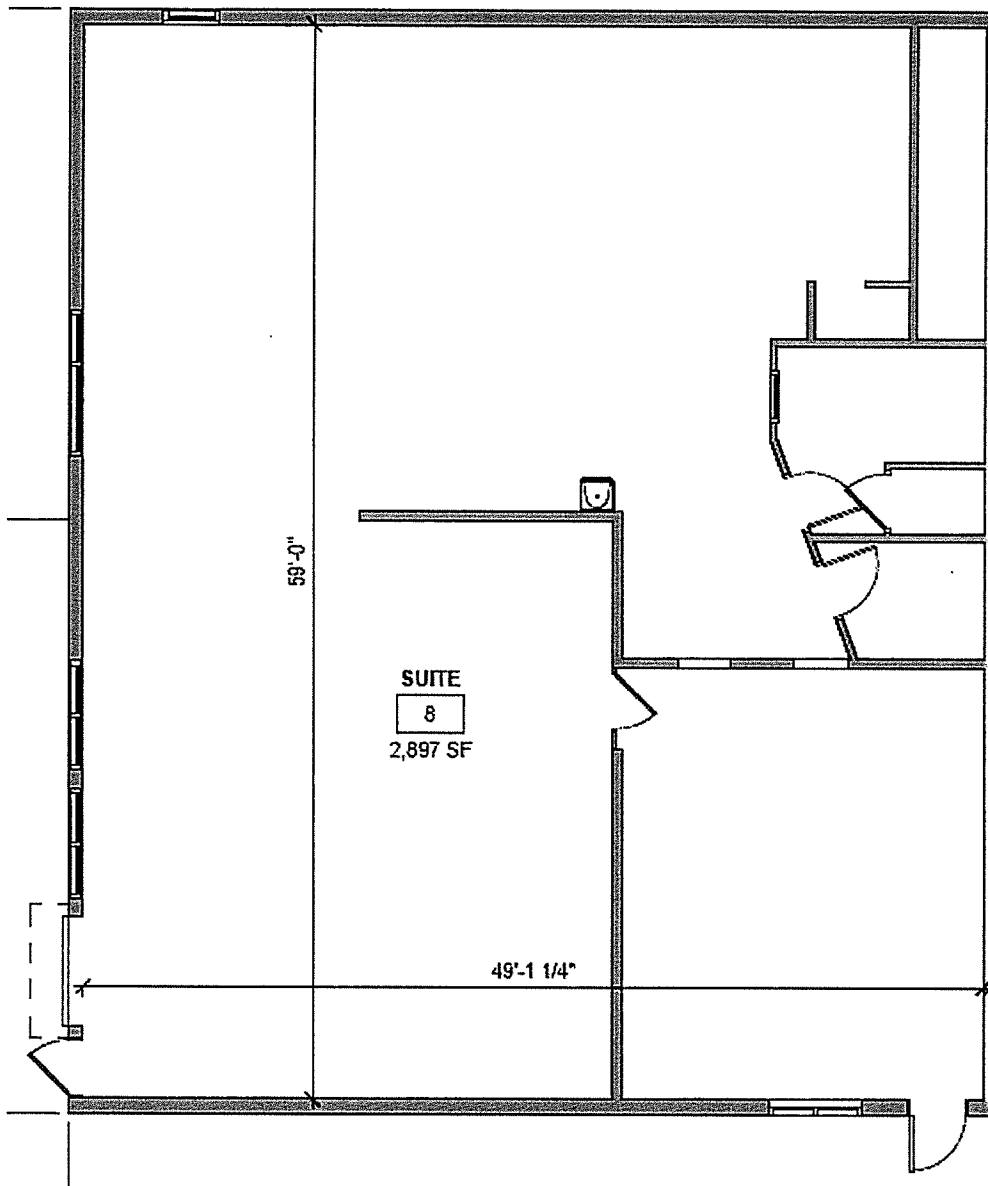
By: _____

Mayor Miro Weinberger

Date: 10-21-19

ATTACHMENT A

Lease Premises Description and Map



ATTACHMENT B

3060 Williston Road
RULES & REGULATIONS

3060 Williston Road
RULES & REGULATIONS

1. The entrances, corridors, passages, stairways shall be under the exclusive control of the Landlord and shall not be obstructed, or used by the Tenant for any other purpose than ingress and egress to and from the Premises; and the Landlord shall have the right to control ingress and egress to and from the Building at all times.
2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Building and/or its occupants.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other tenants or persons having business within the Building.
4. Tenant should interfere in any way with other tenants or those having business in the Building.
5. Tenant shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. No additional locks shall be placed upon any doors of the Premises without first obtaining written consent of the Landlord and the Tenant will not permit any duplicate keys to be made. If more than two keys for any door are desired, the additional number shall be paid for by the Tenant. Upon termination of this lease the Tenant shall surrender all keys of said Premises and of the Building, and shall give to the Landlord the combination of all locks on any vaults and safes.
7. Tenant shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein. The expense of any repair caused by the Tenant or tenant's employees' misuse of the facilities is the responsibility of the Tenant.
8. Tenant shall not deface the walls, partitions or other surfaces of the Premises or the Building.
9. Tenant shall not suffer or permit anything in or around the Premises that causes excessive vibration or floor loading in any part of the Building.
10. Furniture, significant freight and equipment shall be moved into or out of the Building only with the Landlord's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Landlord. Tenant shall be responsible for any damage to the Building arising from any such activity.
11. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord.
12. No window coverings, shades or awnings shall be installed or used by Tenant without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.
13. No tenant, employee or invitee shall go upon the roof of the Building except as expressly provided in the Lease.
14. Smoking, including e-cigarettes is prohibited in all areas of the Building, including the Premises.
15. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord or any dedicated system approved by Landlord
16. The Premises shall not be used for lodging. Notwithstanding the foregoing, Underwriters' Laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and other tenants.

17. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency
18. The Tenant shall not put up nor operate any engine, boiler, dynamo or machinery of any kind, nor carry on any mechanical business in said Premises nor place any explosive therein, nor use any kerosene or oils or burning fluids in the Premises without first obtaining written consent of the Landlord
19. Tenant assumes all risks from theft or vandalism to the Premises and agrees to keep the Premises locked as may be required.
20. No sign, placard, picture, name, advertisement or notice visible from the exterior of any tenant's Premises shall be inscribed, painted, affixed or otherwise displayed by any tenant on any part of the Building without the prior written consent of Landlord. Landlord will adopt and furnish to tenants general guidelines relating to signs inside the Building.

Tenant agrees to conform to such guidelines. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord. Material visible from outside the Building will not be permitted.
21. The Landlord is responsible for all snow removal, including the loading deck area. The Tenant shall assist in snow removal and salting of customer entrance during business hours.
22. Each tenant shall ensure that the doors of its Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant and Tenant's employees leave the Premises so as to prevent waste or damage, and for any default or carelessness in this regard, Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord. On multiple-tenancy floors, all tenants shall keep the doors to the Building corridors and stairs closed at all times except for ingress and egress
23. Unless otherwise explicitly provided in its lease, no Tenant shall install any radio, television or other data transmission antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building. No TV, radio or recorder shall be played in such a manner as to cause a nuisance to any other tenant
24. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent the same.
25. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such tenant.
26. These Rules and Regulations are in addition to and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of Premises in the Building.
27. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Building and its occupants. Landlord shall provide Tenant with copies of any new and/or modified rules or regulations prior to the effective date thereof. Tenant agrees to abide by these and such other rules and regulations
28. Parking: Landlord shall have the right to designate and restrict the areas available within the property for the parking of vehicles by Tenant, its employees, agents, visitors and invitees. No overnight parking will be allowed, unless allowed in tenant lease.

29. Tenant shall be responsible for the compliance with these rules and regulations by the employees, agents, customers and invitees of Tenant.

All business owners/employees will park in the front lot, leaving clients/customers opportunity to park near the building. There will be no assigned spaces, unless Landlord assigns. Tenants will keep an inventory of employee vehicles.

ATTACHMENT C

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cheeseman Insurance Inc. dba Cheeseman Insurance Group 84 Pine St, Suite 602 Burlington, VT 05401		CONTACT NAME: PHONE (A/C, No, Ext): (802) 861-4800 FAX (A/C, No): (802) 861-4801 E-MAIL ADDRESS: info@cheesemaninsurance.net		
INSURED Mirabelles, Inc 198 Main Street Burlington, VT 05401		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Acuity Insurance Company		14184
		INSURER B: The Hartford		11000
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		ZE1892	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ZE1892	10/15/2019	10/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			ZE1892	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	04WECEK9873	9/27/2019	9/27/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Burlington, Vermont is listed as Additional Insured in regards to the General Liability Policy. This policy contains a 15 day notice of cancellation for Non-Payment and a 30 notice for all other reasons.

CERTIFICATE HOLDER

CANCELLATION

City Of Burlington
149 Church ST
Burlington, VT 05401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT D

Lessor & Lessee Agreed Upon Improvements

Lessor Improvements

- Remove mezzanine
- Remove Reznor heater
- Remove mini-split
- Remove roof access and patch roof
- Repair first overhead door, next to entry door and keep fifth overhead door
- Provide new 10 ton packaged HVAC system, including branch gas line, electrical, startup, and insulated duct to interior. Unit to be located on east side of building per Brad Rabinowitz plan, attached hereto.
- Provide pad and ice and snow protection for HVAC Unit and two new Lessee-supplied condensers.
- Sheetrock remaining overhead doors
- Install windows and put siding around area where window was replaced
- Clean up electrical from demolition and remove any related construction debris from demolition/fit up
- Patch, tape and paint existing sheetrock, where roof access is removed, and at other roof or wall openings that are not part of new plan.
- Provide required separations from adjacent tenants
- Remove any unnecessary electrical
- Provide communal trash and recycling receptacle on east side of the building adjacent to the Leased Premises, with method of billing Tenants based on use.
- Add Lessee sign to outdoor tenant listing board, design to be provided by Lessee
- Obtain any required permits in connection with Lessor's improvements

Lessee Improvements

- Install grease trap, hood/ansul system, as determined by Lessee
- Repair and seal floor, and add floor drains if necessary
- New waterline
- New gas line from the meter to the Leased Premises
- Wastewater permit amendment
- Drop ceiling, as required by State of Vermont Health inspector
- Associated interior HVAC, plumbing, sprinkler, electrical, and other work not specified as Lessor work above
- New lighting
- Addition of 1 ADA bathroom, if needed
- Obtain any required permits in connection with Lessee's improvements

986494.1

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into as of August __, 2024 (this “Agreement”) by and between Mirabelle’s, Inc., a Vermont corporation (“Assignor”), and Mirabelle’s Bakery, LLC, a Vermont limited liability company (“Assignee”).

WHEREAS, Assignor operates a business at premises with an address of 3060 Williston Road, Suite 8, South Burlington, Vermont 05403 (“Premises”).

WHEREAS, Assignor leases the Premises from the City of Burlington, Burlington International Airport (“Landlord”) under a Lease Agreement dated on or about October 21, 2019.

WHEREAS, Assignor entered into an Asset Purchase Agreement with Assignee, agreeing to sell its business assets to Assignee, with a closing date of August 16, 2024 (“Asset Purchase”).

WHEREAS, as part of the Asset Purchase, Assignor agreed to assign all of its rights, interests and obligations under the Lease, subject to Assignee’s agreement to assume such rights, interests and obligations.

WHEREAS, the Lease requires Assignor to obtain the consent of the Landlord prior to assigning the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and conveys to Assignee for the benefit of Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under the Lease.
2. Assumption. Assignee hereby accepts the assignment of the Lease and does hereby assume and agree to perform all of the obligations of the lessee or tenant per the terms of the Lease.
3. Consent. Landlord hereby consents to this Assignment and Assumption Agreement, as indicated by the signature of a duly authorized agent.
4. Counterparts. This Agreement may be executed in counterparts, it being understood that the parties hereto need not sign the same counterpart. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first above written.

SIGNATURE PAGE FOLLOWS

ASSIGNOR
MIRABELLE'S, INC.

By: _____

Andrew Silva, President

ASSIGNEE
MIRABELLES BAKERY, LLC

By: _____

Jacob Kent, Member

LANDLORD
CITY OF BURLINGTON
BURLINGTON INTERNATIONAL AIRPORT

By: _____

Mayor Emma Mulvaney-Stanak

\To: City of Burlington, Board of Finance
City of Burlington, City Council

From: Marie Friedman, CPA, Director of Finance
Nicolas Longo C.M., Director of Aviation

Date: September 9, 2024

Subject: Request for Approval of a \$135,986 Budget Neutral Amendment to the Fiscal Year 2024 Patrick Leahy Burlington International Airport

Request

The Patrick Leahy Burlington International Airport (Airport) seeks approval and authorization for a Budget neutral amendment in the amount of \$135,986 to the Fiscal Year 2024 BTV budget.

Summary

Background:

Airport Expenditures

The Airport is seeking to amend the following expenditure accounts. During our final review of the Fiscal Year 2024 expenditures it was noted that there are six accounts that are over budget. This budget amendment seeks to increase the budgets of these accounts by reducing other expense budget line items. This request is budget neutral. These changes are described below:

Utilities – Electric and Gas expense: The Airport experienced higher electricity cost in the terminal building compared to the budget. The Airport terminal also had slightly higher gas utility cost. Utility cost in the other Airport cost centers was under budget and therefore a shift in budget funds is requested. *Terminal Cost Center Expense utility increase request is \$53,206. Other Airport cost center utility decreases request is \$53,206.*

Repair and Maintenance Runway & Taxiway: The airport ended fiscal year 2024 slightly over budget in the runway and taxiway expense category due to additional necessary repairs. Therefore we request to amend this line item by using available budgeted funds in the airfield cost center repair and maintenance buildings line item. *Increase request is \$4,093 to Runway & Taxiway with a corresponding decrease to buildings in the same amount.*

Professional and Consultant Services: The Airport airfield and terminal cost center professional and consulting services incurred higher costs than originally budgeted. There were multiple projects which needed specialized consulting services. Therefore a budget amendment is required. The garage cost center repair and maintenance buildings was under budget due to a large repair not being fully completed during the fiscal year therefore making these funds available. *Increase request is \$78,313 to professional and consultant services, decrease to repair and maintenance buildings \$78,313.*

Insurance Vehicles: The airport needs to add additional budget funds to the Terminal cost center insurance vehicles. This account was very slightly over budget. The garage cost center repair and maintenance buildings was under budget due to a large repair not being fully completed during the fiscal year therefore making these funds available. *Increase request for this item is \$374, decrease to repair and maintenance buildings is \$374.*

Budget Amendment

The Summary below show all expenditure accounts in this proposed airport budget amendment.

Org Set	GL Account	Account Name	Increase / (Decrease)
Expense - Increases			
400-35-430	6400_100	Utilities - Electric Terminal Cost Center	\$ 51,113
400-35-430	6400_105	Utilites - Gas - Terminal Cost Center	\$ 2,093
		Sub-total Utilities Accounts	\$ 53,206
400-35-431	6300_181	Repair & Maintenance Runway & Taxiway	\$ 4,093
		Sub-total Repairs and Maintenance	\$ 4,093
400-35-431	6500_118	Professional and Consultant Services	\$ 75,963
400-35-000	6500_118	Professional and Consultant Services	\$ 2,350
		Sub-total Professional and Consultant Services	\$ 78,313
400-35-430	7230_100	Insurance Vehicle	\$ 374
		Sub-total Insurance Account	
		Increases to Expenses	\$ 135,986
Expense - decreases			
400-35-431	6400_100	Utilities - Electric Airfield Cost Center	\$ (8,089)
400-35-433-600	6400_100	Utilities - Electric Garage Cost Center	\$ (7,857)
400-35-434	6400_100	Utilities - Electric Other Properties Cost Center	\$ (12,483)
400-35-431	6400_105	Utilites - Gas Airfield Cost Center	\$ (15,458)
400-35-433-600	6400_105	Utilites - Gas - Garage Cost Center	\$ (9,319)
		Sub-total Utilities Accounts	\$ (53,206)
400-35-431	6300_170	Repair & Maintenance Buildings	\$ (4,093)
400-35-433-600	6300_170	Repair & Maintenance Buildings	\$ (78,313)
400-35-433-600	6300_170	Repair & Maintenance Buildings	\$ (374)
		Decreases to Expenses	\$ (135,986)

Motions

The Airport respectfully request the Board of Finance to approve the following motion:

Board of Finance:

1. "To approve and recommend that the City Council approve a budget neutral amendment in the amount of \$135,986 to the Fiscal Year 2024 Patrick Leahy Burlington International Airport budget by modifying the accounts as described in the affiliated memorandum."

City Council:

1. "To approve a budget neutral amendment to the Fiscal Year 2024 Patrick Leahy Burlington International Airport budget in the amount of \$135,986 by modifying the accounts as described in the affiliated memorandum."

To: Airport Commission

From: Larry Lackey, Director of Planning, Engineering and Environmental Compliance

Date: **September 4, 2024**

Subject: Airport Commission Construction Update

1. **Annual Parking Garage Maintenance (\$2.2M)**. The purpose of this maintenance is to ensure the longevity of the parking garage. We anticipated and were ready to start the replacement of the expansion joints and joint seal repair in the vicinity on the floors above the Tesla charging area. Due to the pandemic and travel restrictions, the maintenance project was postponed. This project is in the process of rebidding. Stair tower 1 was refurbished, new roof, pressure was of walls, new paint and conduit leak repair. We are developing a plan to complete the rehabilitation of the other stair wells. We are in the process of replacement of all lighting and the fire alarm systems in the parking garage totaling up to \$2.2M. MEI is the selected contractor. Construction on the lighting and fire alarm replacement in the south garage is complete. MEI has left the site for the winter, restart, and complete the north garage in calendar year 2024. A contractor completed removing corrosion from columns and repainting in the Car Charging area. MEI resumed work this project. They will be here for the remainder of the year.
2. **Environmental Assessment (est. \$.25M)**. The purpose of this project is to evaluate environmental impacts related to the mitigation of obstructions with in the aircraft approach surfaces to the runways. This is in follow up to the recently completed Master Plan, which includes obstruction identification and environmental review. The scope and IFE process is complete and a grant application was prepared and submitted on April 29, 2022. Grant received. Contract issued with work progressing. Letters currently going out to property owns about the investigations required. Investigations are complete with the report in progress.
3. **South Terminal Replacement Project (\$35M)**. The purpose of this project is for overall terminal efficiencies and a better passenger experience. Due to increased aircraft seating existing passenger hold areas are overcrowded during peak times as identified in the recent Master Plan Update. Recently the opportunity had risen through the Airport Terminal Improvement Program from the Bipartisan Infrastructure Law. We have submitted our request for full build out of this project, including: Demolition of the existing South Concourse; new Terminal improvements

(approximately 45,000 SF of new gross floor area on 2 levels); five (5) new aircraft gates; up to four (4) new passenger boarding bridges (PBB), new passenger circulation and hold rooms; future concessions space; and apron construction within demolished South Concourse footprint. The South Terminal Replacement Project will be approximately 160' farther from Taxiway A as the existing South Concourse. We were not selected this past year and have reapplied for FFY23 design only. We did receive notice from the program that we will be awarded the a design only grant for this project. We have finalized discussions with the FAA to how best move this project forward in the future, as the timing to design this needs to be pushed back due to FAA scheduling requirement and having the funding to complete the construction of this project.

4. **Cargo Apron Design Project (\$3M)**. The purpose of this project is to provide additional space for other potential cargo carry operations. Have submitted 7460-1 (Air Space Review) to FAA for this project. The scoping of the he project, design only has been completed with the FAA. The IFE process for completion before a FAA Grant Application in April has been completed. Grant Application was submitted on April 3, 2023. Grant has been issued, moving to finalize contract. The contract has been issued to Hoyle, Tanner and Associates with the design to started. It has been determined that this project will require additional FAA technical operations review prior to proceeding. This is currently being coordinated.
5. **SRE Building Design (\$1.2M)**. The purpose of this project is to replace the existing out dated facilities, which does not meet the storage needs of the required equipment to maintain the airfield. A contract for study is being completed with programing and scoping moving forward. The scoping session with the FAA has been completed. The final scope is complete with the IFE process was completed. The Grant Application was submitted to the FAA. Contract has been signed with Passero Associates to design and bid this project. Site investigations were completed in November. The site plan has been developed with the building design in progress.
6. **Burlington Tech Center (BTC) (\$12M)**. The purpose of this project is to support the design efforts for an improved facility at the airport for the regional educational needs. The Burlington School district has been given an award for \$10M in which they are in the process of applying for. We continue to work with the school on this project. Permit applications were submitted on March 25th to the regulatory bodies for this project. **The SB DRB issued there positive decision with follow submittal needed as agreed during the hearing. The project is out to bid. Bids due 9/23/24.**
7. **FAA CIP for next 5 years**. We had our FAA Airports Division CIP review on September 14th. The focus was on next years proposed projects (FFY24), with the balance of the meeting discussion on the needed funds for our identified projects for the additional 4 years and beyond. **A couple of weeks ago we had our annual review. IT went very well with the FAA requesting proposed project worksheets. They asked that we submit them in the next 2 weeks. Item's (Projects) included the balance of Project Next, TW C rehabilitation, obstruction removal, and the SRE Building.**

8. BETA – Development

Communication and coordination with Beta on the first phase of the Electric Aircraft Assemble Facility and Valley West Hangar for all aspects of permitting, environmental, engineering, utilities and attendance at public hearing and construction meetings. The first Phase is substantially complete with a interim certificate of occupancy (CO) issued by the City of South Burlington. Beta received the final CO for the Phase 1 building.

- 9. Taxiway A Mill & Overlay (est. \$3.7M).** The purpose of this project is maintenance and the addition of safety measures to include new edge lighting and paved shoulders. The scope and proposal to have been received from the consultant (McFarland and Johnson Consulting, Inc.) A scoping session with the FAA was completed. The FAA Independent Fee Estimate (IFE) process has started. The permitting preparation process has started. The project consists of the rehabilitation of approximately 21,000 SY of existing Taxiway A pavement between Taxiway C and Taxiway G. Additionally, the project will include the construction of one 20-foot asphalt shoulder. The major project components include the mill and overlay of approximately 21,000 SY of existing taxiway pavement, the construction of approximately 4,000 SY of taxiway shoulder pavement, the installation of new taxiway edge lighting, airfield signage, and other ancillary items. Bids were received on April 20, 2022 and a grant application was prepared and submitted on April 29, 2022. Received grant moving to scheduling and contracts. We submitted an additional grant application for this project which includes the remainder of TW A and corresponding connection to TW C. Grant was received last week. This was initially removed from the previous year application do to limits on funding. Construction started on July 24, 2023. Construction is substantially complete. Final Inspection with the FAA was completed 10/30/23. There are inspection punch list items to be completed. We are establishing an approach to make the corrections. **The corrections and punch list items are in process in hopes to start close out by the end of September.**

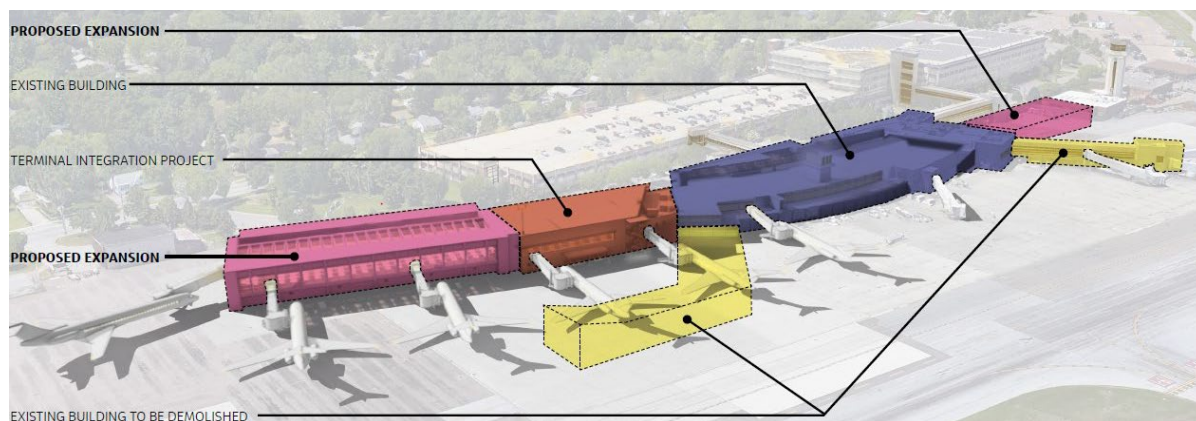
- 10. South Apron and TW G Ext. Development (\$6.6).** The purpose of this project is to provide much needed additional general aviation apron area on the airfield. Received scope and proposal from the consultant (Hoyle, Tanner and Associates) and have completed the FAA scoping session. The FAA IFE process is complete. The proposed project would extend Taxiway G approximately 100', construct a 19,000 SY general aviation apron in the area of the "quarry". Excess material from the site would be used to fill in the "gully" creating a level area along the Medium Intensity Approach Light System (MALSF) approach lighting plane replacing two light stations currently on towers with ground mounts and connecting the vehicle service road from the civilian to the military side of the airport. Scope for design and bidding has been completed with an IFE. Design is underway. There has been a delay in design do to the availability of the geotech contractor. Request for bids have been issued. The geotech report confirmed that a total fill of the gully is not economically

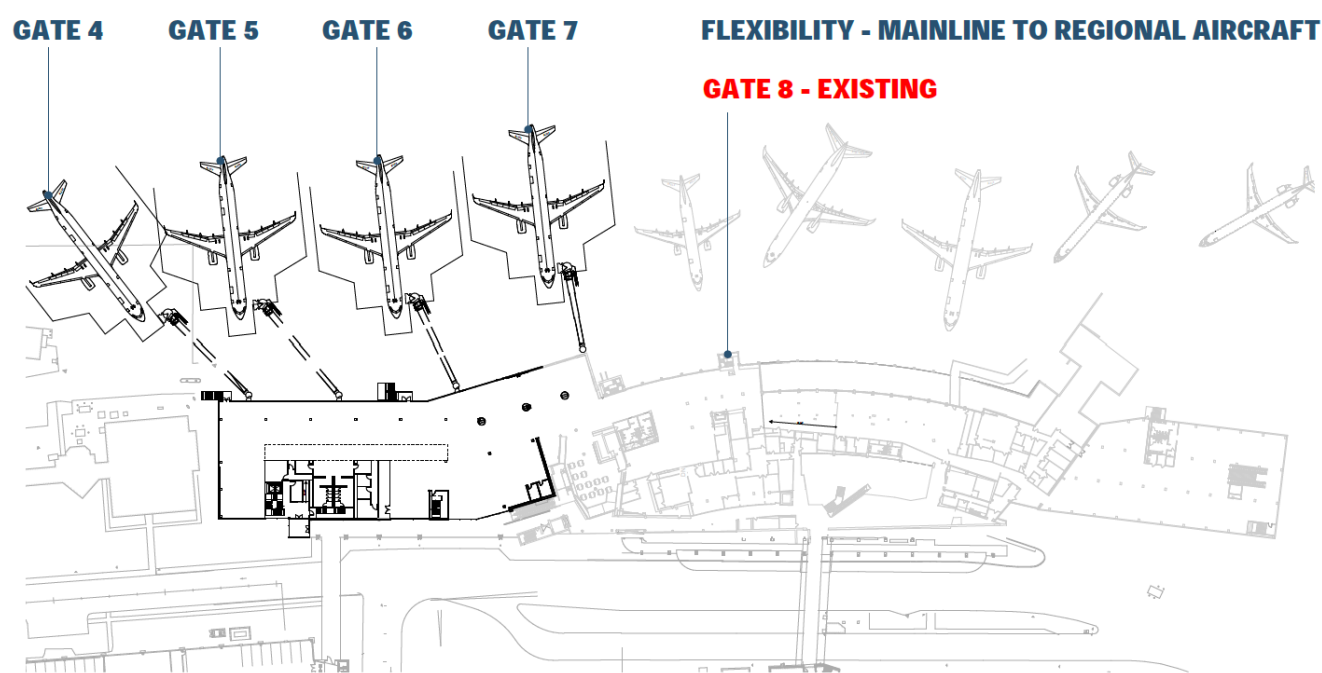
feasible at this time. Grant has been received. Received Bids with the selected bidder being Engineers Construction, Inc. Grant Application has been submitted to the FAA. Completed questions from the FAA on the Application. We have completed permit process. Contractor started mobilization/construction on July 17, 2023. Mass excavation is complete. Stormwater chamber installation is complete, with other drainage piping work is completed. Placement of final sub-base materials is underway. In vicinity of the Beta building a temporary aircraft access for the winter is complete. **Project is complete with exception to tie downs. This is being coordinated.**

- 11. Glycol System Upgrade (est. \$3.5M).** The purpose of this project is to improve the glycol system (De-icing). We have had additional follow up discussions with the FAA and it appears this is eligible for funding and is being added back into our FAA CIP. We have received and reviewed the site evaluation and process review scope. We brought this for Airport Commission approval last month subsequently, it was approved by City Council. **Study is moving forward. We visited the Syracuse Airport to evaluate and understand the technology they were using to compare to our Portland Jetport visit.**
- 12. North Terminal Improvement Project (\$2.2M).** The purpose of this project is for overall terminal efficiencies and a better passenger experience due to the completion of the TIP the north terminal will be upgraded to provide more capacity for passengers and concessions. This includes the removal of the existing north TSA station along with the removal of the existing escalators. This project is under design and funding is anticipated from the recent approval of the Infrastructure Law. Received Bids with the selected bidder being Engelberth Construction, Inc. Preparing and submitting Grant Application. This will become a FFY23 Project. We have received the Grant from the FAA. Construction is nearing completion, and should be complete by September 15th. There was a delay related to the glass for the new restaurant area. Construction is complete with final inspection with the FAA completed on 10/30/23. Project closeout in process. We have applied for an additional grant to add additional egress lanes in both the North and South Terminal locations. A grant application was submitted April 26th to the FAA. Received BOF approval to accept the Grant on June 17, 2024, City Council to vote on June 25, 2024. **Grant has been issued for the two new egress lanes.**
- 13. PROJECT NEXT: North Terminal Replacement Project and New PBB's (\$63M).** The purpose of this project is for overall terminal efficiencies and a better passenger experience. Due to increased aircraft seating existing passenger hold areas are overcrowded during peak times as identified in the recent Master Plan Update. Recently the opportunity had risen from Senator Leahy's office through Congressional Directed Spending. We have submitted our request for full build out of this project Phase III Terminal Improvement Project, including: Demolition of the existing North Concourse; new Terminal Improvement (approximately 25,000 SF of new gross floor area on 2 levels); five (5) new aircraft gates; six (6) new passenger boarding bridges (PBB), new passenger

circulation and hold rooms; future concessions space; and apron construction within demolished North Concourse footprint. Contract for 30% design has been issued to Jacobs Engineering Group. Geo-technical site work has been completed. Data collection and design currently on going. We submitted to the FAA for a Construction Manager at Risk (CMAR) RFQ/P construction development process. We received approval from the FAA on this procurement process. The RFQ/P for CMAR has been advertised with a pre-bid meeting and site visit by prospective contractors completed. CMAR Proposals received reviewed and scored. Also, held interviews with the top 3 contractors. This has been scored and we can let you know the selected contractor at the AC meeting. As reported the CMAR selected is Engelberth Construction Company. The contract with our design engineer, Jacobs Engineering Group, is completing the 80% design to move to pricing. We received City Council approval to accept the Grant on March 25 for this project, as brought for your approval during our last meeting. Our CMAR is in the process of receiving bids for the final price for this project. The FAA asked us to submit a draft grant application for administrative review prior to final construction pricing to help us expedite the grant issuance, with them once final pricing is in. The Draft Application was completed and submitted on March 27. The FAA grant application was submitted on May 23. Received BOF approval to accept the Grant on June 17, 2024, City Council to vote on June 25, 2024.

Conceptual Renderings – North and South Terminal (concourse) Improvements





14. RW 15 – 33 Improvements – Mill and Overlay (15M). The purpose of this project is to improve the pavement condition of the airport's main runway. The 100% plans are complete and we are moving to bid this project. FAA Grant Application will be submitted by May 1, 2024. Construction will begin in the spring of 2025. This project bids were received on April 18. The bids received were in line with the engineers estimate and bids reviewed were all within a difference of \$100K on a \$10.2M low bid. A grant application was submitted by April 26 to the FAA. Received BOF approval to accept the Grant on June 17, 2024, City Council to vote on June 25, 2024.

15. Airfield Pavement Plan Update (\$.25M). The purpose of this project is to update the outdated pavement condition report done in 2017. All surfaces will be evaluated so we can plan on future improvement for the safety of the aircraft users. Scoping has been completed with the FAA. We

have completed the IFE. A Grant Application was submitted on April 3, 2023. Investigations have started, and the grant has been issued. Moving to finalize contract. The Contract has been issued to HTA with the investigations being completed. The report is in progress.

Projects in closure process or on hold.

- 1. In-line Baggage Screening System Design (\$0.75M).** The purpose of this project is to update the baggage screening system from independent system to a more efficient streamlined in line baggage system. This project design is substantially complete and moving to closure so we may work with TSA for a grant on construction in future years. TSA has included this in their 2027 fiscal year budget, at this time.
- 2. Gate 9 Passenger Boarding Bridge (PBB) (\$2.0M).** The purpose of this project is to provide a fully enclosed access for passengers to the commercial aircraft using the Terminal Gate 12 location on the Apron from the new TIP. Received scope and proposal from the consultant (Jacobs Engineering Group). The FAA scoping session was completed with the FAA. The Independent Fee Estimate (IFE) process is underway. This project is for the installation of a new PBB. The new PBB will be located at the south end of the Terminal Integration Project (TIP), which is currently under construction. The second floor of the TIP will serve as the Gate 9 hold room. The new PBB will eliminate the need for passengers to descend a stairwell, walk across the apron, and board aircraft via a stair truck. Accessibility for disabled passengers will be drastically improved as well. This project is being initiated now to identify the preferred rotunda location and PBB configuration while the TIP project can still accommodate changes. Bids were received on April 27, 2022 and a grant application was prepared and submitted on April 29, 2022. Grant received. Construction contract issued moving forward with construction. Construction and installation is nearing completion. Due to a request of one air carrier for a certain angle an addition wedge piece was fabricated for connection to the building. The new PBB is operational and functioning well. The new PBB construction is complete with Final Inspection with the FAA was completed on 10/30/23. Project closeout in process.

Patrick Leahy Burlington International Airport Board of Commissioners Sound/Noise Update Report

September 4, 2024

ADDITIONAL INFORMATION IS UPLOADED TO WWW.BTVSOUND.COM

Residential Sound Insulation Programs:

The purpose of the project is to convert a sample of incompatible residential units to a compatible land use by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior living areas. Upgrades may include replacement of windows and doors with acoustically rated products and installation or upgrade of ventilation systems. The sound insulation treatments are designed to reduce the interior noise levels to below 45 DNL and provide a minimum noise level reduction of 5dB. This project has also determined the eligibility of an additional 50 residential units, located in and around the 70 DNL which will be included in phase 2 of the program.

1. **Sound Insulation Pilot Project (Phase 1) (\$1.5M).** This Program includes: Program formulation, Home eligibility determination, Project Management, Community Outreach, Evaluations of Structures, Design Services, Bid activities, Construction Support, Construction and Pre-qualification of 50 homes. The Airport and Consultant team has established program standards, implemented a pilot phase for sound insulation, and developed and created a public outreach program that defines the process. Based on the completed acoustical testing we requested and received approval from the FAA for blanket approval of homes in the 70 dB contour and higher to move to outreach and design without additional testing from the FAA. Construction has started on October 2nd and the first windows were installed on the first home. The schedule for this Phase 1 portion will include 9 properties, and construction will be completed approx. prior the end of calendar year 2023. . The installation of noise reduction materials for the 9 properties is currently substantially complete, and construction close out is ongoing with the contractor.

2. **Residential Sound Insulation Project - Phase 2 (\$2.20M)** The purpose of the project is convert incompatible residential units to a compatible land use by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior living areas as defined in the Phase 1 project and the Noise Compatibility Program. The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP). This grant will include: community outreach, historic review, design and bidding of 52 homes, noise reduction of 6 homes which construction improvements will be completed by the end of calendar year 2023. Properties are located within the 70+ DNL FAA accepted 2023 noise contours. Bids were received on April 22, 2022 and a grant application was prepared, submitted, and received by the FAA. The FAA grant included installation of noise reduction materials for 6 properties and the design of noise reduction improvements to 52 homes. This grant also includes the outreach and design for the next approximate 50 homes. The installation of noise reduction materials for the 5 properties is currently substantially complete, and construction close out is ongoing with the contractor. Materials were purchased for the 6th property however the homeowner left the area. It will be completed with the next phase of homes.

3. **Residential Sound Insulation Project - Phase 3 (\$6.2M)**. The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP) as described in more detail above. This grant was issued in late August includes: the construction improvements of the 52 Homes designed and bid in Phase 2, in addition it provides for community outreach, historic review, design and bidding of the next approximately 50 homes for improvements. The schedule for installing the noise insulating improvements for the 52 homes will start in 2024. This is currently being worked out with JPG and the contractor. The Contract with the contractor has been signed, as reported there was a delay due to windows again. We also are currently engaging with additional property owners to start designing the next 50 homes as part of this grant. The contractor has completed all measurement and inventory of product need to complete these 52 homes. We are awaiting the schedule to start.

4. **Residential Sound Insulation Project - Phase 4 (\$3.9M EST.)**. The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP) as described in more detail above. We are currently reviewing the status of the programing and will be able to detail this in our next month's airport commission meeting. The initial grant for 16 of the 50 homes for construction improvements was submitted on April 26 to the FAA. Also in the grant was the funding for the next 50 homes. As discussed in our last month's meeting, we are completing the required new acoustical testing for the balance of the 50 homes so we can do a follow grant application on those homes. The Buy American process moving forward but awaiting grant for the 16 homes.

5. **Noise Exposure Map Updates (NEM) (est. \$.85M)**. The purpose of the Federal Aviation Administration (FAA) grant is to prepare a 14 C.F.R Part 150 Noise Exposure Map (NEM) update for Patrick Leahy Burlington International Airport (BTV). The NEM Update will replace the maps which were accepted by the FAA in 2019. Under the Federal requirements, the

previous NEM Update indicated an update would be completed once the F-35A aircraft have been operational for one year. The scope and Independent Fee process is complete and a grant was received by FAA to proceed. Currently, the schedule, outlined below, and Technical Advisory Committee (TAC) meetings are being coordinated and outreach is proceeding with communities to identify these changes. Further, the Airport held an informational town meeting style meeting at the Chamberlin Elementary School on September 14, 2023 to discuss the proposed schedule and general updates to the process. Additional TAC meetings and Public meetings are being identified and planned under the proposed schedule. **We are working toward the final TAC meeting in October.** We have had a recent meeting with the FAA to discuss and resolve any outstanding issues related to the NEM. We received final word from the FAA and are moving forward the final noise contours.

